

# Gold Trail Union School District



**District Office**  
1575 Old Ranch Road  
Placerville, CA 95667  
1.530.626.3194  
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Scott Lyons  
*Superintendent*

**Board of Trustees**  
Janet Barbieri  
*President*  
Micah Howser  
*Clerk*  
Julie Bauer  
Sue Hennike  
Daryl Lander

**Sutter's Mill School (K-3)**  
4801 Luneman Road  
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**Gold Trail School (4-8)**  
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Boyd Holler  
*Principal*






## **BOARD OF TRUSTEES** **Regular and Closed Session Meeting** **Thursday, May 10, 2018** **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, Scott Lyons, 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**

 J. Barbieri, President  
 M. Howser, Clerk  
 J. Bauer, Member  
 S. Hennike, Member  
 D. Lander, Member

### **2. PUBLIC SESSION**

#### **.1 Flag Salute**

### **3. ACTION ITEM: Adoption of Agenda**

The Board will review the agenda prior to adoption, taking this opportunity to re-sequence or table agenda topics.

### **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*)

*An Equal Opportunity Employer*

**5. PUBLIC HEARING: 2017-18 Gold Trail Federation of Educators; Certificated Employees Collective Bargaining Agreement**

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing is held to allow public comment regarding the 2015-18 certificated employee bargaining unit agreement. The Board will entertain public comment at this time.

**6. PUBLIC HEARING: 2017-18 Gold Trail Federation of Educators; Classified Employees Collective Bargaining Agreement**

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing is held to allow public comment regarding the 2015-18 classified employee bargaining unit agreement. The Board will entertain public comment at this time.

**7. PUBLIC HEARING: 2017-18 Confidential Employees Settlement**

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing is held to allow public comment regarding the 2017-18 unrepresented confidential salary schedule settlement. The Board will entertain public comment at this time.

**8. PUBLIC HEARING: 2017-18 Unrepresented Administrative and Classified Management Employees Settlement**

In order to fulfill requirements of Government Code 3547.5 and District Policy 4143.1, this public hearing is held to allow public comment regarding the 2017-18 unrepresented administrative and classified management salary schedule settlement. The Board will entertain public comment at this time.

<b>RECOGNITION</b>
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**9. RECOGNITION:**

- The Board will recognize Douglas M. Stadler DDS., Inc., for their continued contributions to the fourth grade program at Gold Trail School.
- The Board will recognize Freshmex Express Mexican Grill for their support of the Gold Trail School sports program.

<b>REPORTS</b>
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**10. REPORT: Student Council**

A. Wallace, president, will report on Student Council activities.

**11. REPORT: Parent Teacher Organization**

F. Little, president, will report on PTO activities.

**12. REPORT: Gold Trail Federation of Educators**

D. Matyac, president, will report on Federation activities.

**13. REPORT: Local Control Accountability Plan (LCAP) Update**

S. Lyons, superintendent, will present the District's update on the 2018-2019 LCAP.  
(Board Policy 0640)

**14. REPORT: 2017-18 Third Interim Financial Report**

A. Harte, Chief Business Officer, will present the mandated report to the Board.

<b>CONSENT</b>
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**15. 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 (Board Bylaw 9324)**

**Regular Meeting of April 12, 2018**

The Board will take action to approve the Minutes.

**.2 Warrants (Board Policy 3314)**

The Board will take action to approve the expenditures.

**.3 Personnel**

**Leave of Absence**

C. Jackson, Teacher, .20 FTE Leave of Absence for the 2018-19 school year.

**.4 Job Description: Food Service Supervisor**

The Board will take action to adopt the job description.

**.5 Job Description: Maintenance/Custodial Supervisor**

The Board will take action to adopt the job description.

**.6 Memorandum of Understanding: Gold Oak Union School District**

The Board will take action to approve the memorandum.

**.7 Second Reading of Board Policies, Administrative Regulations and Board Bylaws**

BP/AR 1312.3, Uniform Complaint Procedures (BP/AR revised)

AR 3230, Federal Grant Funds (AR revised)

AR 3514.2, Integrated Pest Management (AR revised)

BP/AR 3551, Food Service Operations/Cafeteria Fund (BP/AR revised)

BP/AR 3553, Free and Reduced Price Meals (BP/AR revised)

BP 4111/4211/4311, Recruitment and Selection (BP revised)

BP/AR 4119.11/4219.11/4319.11, Sexual Harassment (BP/AR revised)

AR 4161.1/4361.1, Personal Illness/Injury Leave (AR revised)

AR 4161.8/2461.8/4361.8, Family Care and Medical Leave (AR revised)

AR 4261.1, Personal Illness/Injury Leave (AR revised)

BP/AR 5022, Student and Family Privacy Rights (BP/AR revised)

BP/E 5145.6, Parental Notifications (BP/E revised)

BP 6162.5, Student Assessment (BP revised)

BP/AR 6171, Title I Programs (BP/AR revised)

The Board will take action to adopt the roster.

<b>ACTION ITEMS</b>
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16. **ACTION ITEM: 2017-18 Gold Trail Federation of Educators: Certificated Employees Collective Bargaining Agreement**  
Taking into consideration public comment, the Board will take action to ratify the agreement.  
(AB 1200)
17. **ACTION ITEM: 2017-18 Gold Trail Federation of Educators: Classified Employees Collective Bargaining Agreement**  
Taking into consideration public comment, the Board will take action to ratify the agreement.  
(AB 1200)
18. **ACTION ITEM: 2017-18 Unrepresented Confidential Employees Settlement**  
Taking into consideration public comment, the Board will take action to ratify the salary schedule settlement. (AB 1200)
19. **ACTION ITEM: 2017-18 Unrepresented Administrative and Classified Management Employees Settlement**  
Taking into consideration public comment, the Board will take action to ratify the salary schedule settlement. (AB 1200)
20. **ACTION ITEM: Resolution 2017-18:05-01: 2017-18 Year End Balance Authorization**  
This annual Resolution is brought forward for Board adoption. (Education Code 42601)
21. **ACTION ITEM: Resolution 2017-18:05-02: Temporary Transfer Agreement**  
The Board will take action to adopt subject Resolution to accommodate short term cash flow challenges.
22. **ACTION ITEM: Declaration of Need for Fully Qualified Educators (CCTC CL-500)**  
The Board will adopt the Declaration as it may pertain to staffing needs in 2018-19.
23. **ACTION ITEM: Annual Statement of Need 2018-19 (CCTC CL-505a)**  
**30-Day Substitute Teaching and Designated Subjects Vocational Education**  
**30-Day Substitute Teaching permits**  
The Board will accept the Statement. (Education Code 44225, 44254, Title V)

<b>DISCUSSION ITEMS</b>
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24. **DISCUSSION ITEM: Board Self Evaluation (Annual)**  
The Board will conduct its annual self-review for effectiveness. (BB 9400)
25. **DISCUSSION ITEM: Administrative Reports**  
S. Lyons will report on activities relevant to District and Sutter's Mill School site business.  
B. Holler will report on activities relevant to Gold Trail School site business.  
A. Harte will be available to answer question relevant to financial business.  
Board members will report on activities relevant to District business.

<b>CLOSED SESSION</b>
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**26. CLOSED SESSION OPEN HEARING**

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

**27. CLOSED SESSION**

The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, superintendent

**.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.

**.2 PERSONNEL**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

**Title: Superintendent**

The Board will begin the annual Superintendent evaluation (*BP 2140*)

<b>RECONVENE PUBLIC SESSION</b>
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**28. 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.

<b>ADVANCE PLANNING</b>
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**29. FUTURE REGULAR MEETING SCHEDULE**

**Date: Thursday, June 14, 2018      Time: 6:00 p.m.      Location: Gold Trail School Library**

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

Board Policies, Administrative Regulations and Board Bylaws Updates  
Consolidated Application and Reporting System (CARS) Spring Collection (Annual)

Independent Study Report (Annual)

MOU EDCOE: Library Services

Program Evaluation (Annual)

Public Hearing for Proposed Local Control Accountability Plan (LCAP)

Public Hearing for Proposed Budget

Superintendent Contract (Annual)

Tentative Fees Increase, If Applicable

Textbook Adoptions, If applicable

Transportation Subcontracts: Maintenance and Training (Annual)

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

<b>ADJOURNMENT</b>
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### **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](http://www.gtusd.org). Agendas will be posted at:

**Gold Trail School**

880 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**

<b>AGENDA ITEM</b> <b>Opening Business</b>
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**1.0 CALL TO ORDER**

-  J. Barbieri, President
-  M. Howser, Clerk
-  J. Bauer, Member
-  S. Hennike, Member
-  D. Lander, 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.

<b><i>ACTION</i></b>	<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>				
<b><i>Vote</i></b>	<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)

<b>AGENDA ITEM</b> <b>PUBLIC HEARING:</b>
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**5. PUBLIC HEARING: 2017-18 Gold Trail Federation of Educators; Certificated Employees Collective Bargaining Agreement**

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**NOTES**



<b>AGENDA ITEM 9.0 RECOGNITION</b>
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- The Board will recognize Douglas M. Stadler DDS., Inc., for their continued contributions to the fourth grade program at Gold Trail School.
- The Board will recognize Freshmex Express Mexican Grill for their support of the Gold Trail School sports program.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

<b>AGENDA ITEM 10.0</b> <b>REPORT: Student Council</b>
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**BACKGROUND**

Alexys Wallace, president, will report on Student Council activities.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

<b>AGENDA ITEM 11.0</b> <b>REPORT: Parent Teacher Organization</b>
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**BACKGROUND**

Fran Little, president, will report on PTO activities.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

**AGENDA ITEM 12.0**

**REPORT: Gold Trail Federation of Educators**

**BACKGROUND**

Debbi Matyac, president, will report on Federation activities.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

**AGENDA ITEM 13.0**

**REPORT: Local Control Accountability Plan (LCAP)**

**BACKGROUND**

The Board of Trustees desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062) The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation. *(Board Policy 0460)*

Scott Lyons, superintendent, will present the most current update on the 2018-19 LCAP. The public hearing and the adoption of the 2018-19 LCAP will take place in June, 2018.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

**AGENDA ITEM 14.0**

**REPORT: 2017-18 Third Interim Financial Report**

**BACKGROUND**

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

The interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. (*Administrative Regulation 3460*)

Aidan Harte, Chief Business Officer, will present the mandated report to the Board for approval.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

**AGENDA ITEM 15.0**

**Consent**

***President Script:***

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

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 (Board Bylaw 9324)**  
**Regular Meeting of April 12, 2018**  
The Board will take action to approve the Minutes.
- .2 Warrants (Board Policy 3314)**  
The Board will take action to approve the expenditures.
- .3 Personnel**  
**Leave of Absence**  
C. Jackson, Teacher, .20 FTE Leave of Absence for the 2018-19 school year.
- .4 Job Description: Food Service Supervisor**  
The Board will take action to adopt the job description.
- .5 Job Description: Maintenance/Custodial Supervisor**  
The Board will take action to adopt the job description.
- .6 Memorandum of Understanding: Technology Coordinator and Support Specialist**  
The Board will take action to approve the MOU with Gold Oak Union School District.
- .7 Second Reading of Board Policies, Administrative Regulations and Board Bylaws**  
BP/AR 1312.3, Uniform Complaint Procedures (BP/AR revised)  
AR 3230, Federal Grant Funds (AR revised)  
AR 3514.2, Integrated Pest Management (AR revised)  
BP/AR 3551, Food Service Operations/Cafeteria Fund (BP/AR revised)  
BP/AR 3553, Free and Reduced Price Meals (BP/AR revised)  
BP 4111/4211/4311, Recruitment and Selection (BP revised)  
BP/AR 4119.11/4219.11/4319.11, Sexual Harassment (BP/AR revised)  
AR 4161.1/4361.1, Personal Illness/Injury Leave (AR revised)  
AR 4161.8/2461.8/4361.8, Family Care and Medical Leave (AR revised)  
AR 4261.1, Personal Illness/Injury Leave (AR revised)  
BP/AR 5022, Student and Family Privacy Rights (BP/AR revised)  
BP/E 5145.6, Parental Notifications (BP/E revised)  
BP 6162.5, Student Assessment (BP revised)  
BP/AR 6171, Title I Programs (BP/AR revised)  
The Board will take action to adopt the roster.

***President Script:***

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

**NOTES**

**PULL (If Applicable)**

<b><i>ACTION</i></b>	<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>				
<b><i>Vote</i></b>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>



**AGENDA ITEM**

**Consent**

**15.1 Meeting Minutes** (*Board Bylaw 9324*)  
**Regular Meeting of April 12, 2018**

**BACKGROUND**

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

**ATTACHMENTS**

- **Minutes: Regular Meeting of April 12, 2018**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to approve the Minutes.

**NOTES**

***If pulled from Consent***

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

# Gold Trail Union School District



## BOARD OF TRUSTEES

### Regular and Closed Session Meeting

Thursday, April 12, 2018

## OPEN AND CLOSED SESSION MINUTES

### 1. CALL TO ORDER

The meeting was called to order in the Gold Trail School Library by J. Barbieri, president, at 6:00 p.m.

Members present: J. Barbieri, J. Bauer, M. Howser and D. Lander

Members absent: S. Hennike

### 2. PUBLIC SESSION

Alexys Wallace, student council president, led the flag salute.

### 3. ACTION ITEM: Adoption of Agenda

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

AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander

NOES: None

ABSENCES: S. Hennike

ABSTENSIONS: None

MOTION CARRIED

### 4. OPEN HEARING

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. Three employees addressed the Board regarding the District busing program. One employee, along with a school sponsored Odyssey of the Mind team, addressed the Board about their possible out of state field trip to a World finals competition.

### 5. RECOGNITION:

The Board recognized the American River Conservancy and the Placerville Art Association for their generous donations to school programs.

### 6. REPORT: Student Council

Alexys Wallace, student council president, reported on student council activities.

### 7. REPORT: Parent Teacher Organization

Ceese Anderson, treasurer, reported on PTO activities.

### 8. REPORT: Gold Trail Federation of Educators

Debbi Matyac, president, reported on Federation activities.

### 9. REPORT: Library Media Center Program Evaluation

#### District Office

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Scott Lyons  
Superintendent

#### Board of Trustees

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Julie Bauer  
Sue Hennike  
Daryl Lander

#### Sutter's Mill School (K-3)

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Boyd Holler  
Principal

An Equal Opportunity  
Employer

Nita Albert, library technician assistant, reported on the condition and use of school libraries

**10. REPORT: English Learner Program Evaluation**

J. Perez reported on the progress of English learners towards proficiency in English.

**11. REPORT: Local Control Accountability Plan (LCAP) Update**

Scott Lyons, superintendent, reported on the progress of the 2018-19 LCAP.

**12. REPORT: Combination Classes**

Third grade teachers reported on the status of class size and combination classes at Sutter's Mill School.

**13. REPORT: Teacher Job Share**

First grade team teachers reported on a job share opportunity that they have had for the 2017- 2018 school year at Sutter's Mill School.

**14. 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)

**.1Meeting Minutes (Board Bylaw 9324)**

**Regular Meeting of March 8, 2018**

**.2Warrants (Board Policy 3314)**

**.3 Personnel**

**Hiring**

Marta Harris, Coordinator: Field Trip, Overnight, effective 2017-18 school year

**.4Job Description: Teacher in Charge**

**.5Quarterly Report on Williams Uniform Complaints**

**.6School Site Council Plans/Single Plan for Student Achievement (SPSA)**

- **Sutter's Mill School**
- **Gold Trail School**

**.7Agreement Regarding Allocation of School Mitigation Fees**

MOTION WAS MADE by D. Lander and duly seconded by M. Howser to adopt the consent agenda with no changes, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander

NOES: None

ABSENCES: S. Hennike

ABSTENSIONS: None

MOTION CARRIED

**15. ACTION ITEM: Board Approval of Out of State Student Field Trip**

MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander to approve the out of State field trip and approve the use of up to two thousand dollars of district funds to support student expenses on this field trip, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander

NOES: None

ABSENCES: S. Hennike

ABSTENSIONS: None

MOTION CARRIED

- 16. ACTION ITEM: Resolution 2017-18:04-01: Authorizing submittal of the applications for AB923 School Bus Replacement Grants, FY 2018/19**  
MOTION WAS MADE by M. Howser and duly seconded by D. Lander to approve the resolution, and the vote was as follows:  
AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander  
NOES: None  
ABSENCES: S. Hennike  
ABSTENSIONS: None MOTION CARRIED
- 17. ACTION ITEM: Resolution 2017-18:04-02: Declaring an Election Be Held in its Jurisdiction; Consolidation with Other Districts Requesting Election Services**  
MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander to approve the resolution, and the vote was as follows:  
AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander  
NOES: None  
ABSENCES: S. Hennike  
ABSTENSIONS: None MOTION CARRIED
- 18. ACTION ITEM: District Fees Adjustment—2018-19 Substitute/Guest Teacher Salary Schedule**  
MOTION WAS MADE by D. Lander and duly seconded by J. Bauer to approve the salary schedule, and the vote was as follows:  
AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander  
NOES: None  
ABSENCES: S. Hennike  
ABSTENSIONS: None MOTION CARRIED
- 19. ACTION ITEM: Superintendent Evaluation Process (Annual)**  
MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander for the board members to discuss the superintendent's evaluation in closed session at the regular board meeting in May, and then go over the superintendent's evaluation with the superintendent in closed session at the regular board meeting in June, and the vote was as follows:  
AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander  
NOES: None  
ABSENCES: S. Hennike  
ABSTENSIONS: None MOTION CARRIED
- 20. ACTION ITEM: Board Self Evaluation Process (Annual)**  
MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander for Board members to use the proposed template and conduct their annual self-evaluation in open session at the regular board meeting in May, and the vote was as follows:  
AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander  
NOES: None  
ABSENCES: S. Hennike  
ABSTENSIONS: None MOTION CARRIED

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

BP/AR 1312.3, Uniform Complaint Procedures (BP/AR revised)

AR 3230, Federal Grant Funds (AR revised)

AR 3514.2, Integrated Pest Management (AR revised)

BP/AR 3551, Food Service Operations/Cafeteria Fund (BP/AR revised)

BP/AR 3553, Free and Reduced Price Meals (BP/AR revised)

BP 4111/4211/4311, Recruitment and Selection (BP revised)

BP/AR 4119.11/4219.11/4319.11, Sexual Harassment (BP/AR revised)

AR 4161.1/4361.1, Personal Illness/Injury Leave (AR revised)

AR 4161.8/4261.8/4361.8, Family Care and Medical Leave (AR revised)

AR 4261.1, Personal Illness/Injury Leave (AR revised)

BP/AR 5022, Student and Family Privacy Rights (BP/AR revised)

BP/E 5145.6, Parental Notifications (BP/E revised)

BP 6162.5, Student Assessment (BP revised)

BP/AR 6171, Title I Programs (BP/AR revised)

MOTION WAS MADE by D. Lander and duly seconded by J. Bauer to adopt the roster for first reading, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander

NOES: None

ABSENCES: S. Hennike

ABSTENSIONS: None

MOTION CARRIED

**22. DISCUSSION ITEM: Administrative Reports**

The Board members and administration reported on District activities.

**23. CLOSED SESSION OPEN HEARING**

The Board Clerk solicited comments on closed session agenda items in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

**24. CLOSED SESSION**

The Board adjourned to Closed Session at 7:25 p.m.

Closed Session attendants: Board Members, Superintendent Lyons, CBO Harte, Principal Holler and Administrative Assistant Orio

**.1 CONFERENCE WITH LABOR NEGOTIATORS** (*Government Code Section 54957.6*)

**25. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE**

The Board reconvened Public Session at 8:45 p.m. The Board discussed negotiations.

**26. FUTURE REGULAR MEETING SCHEDULE**

**Date: Thursday, May 10, 2018 Time: 6:00 p.m. Location: Gold Trail School Library**

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

Bargaining Unit Settlement, If Applicable (Annual)

Board Policies, Administrative Regulations and Board Bylaws Updates

Board Self Evaluation (Annual)

Declaration of Need of Fully Qualified Educators (Annual)

EPA/Prop 30 Fund Use Approval (Annual)

Local Control Accountability Plan (LCAP) Update

Reduction of Certificated Employees—Final Order, If Applicable  
Resolution: Temporary Transfer Agreement, If Applicable (Annual)  
Resolution: Year End Balance Authorization (Annual)  
Statement of Need: 30-Day Emergency Permits (Annual)  
Superintendent Evaluation (Annual)

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

There being no further business to come before the Board, MOTION WAS MADE by J. Barbieri and duly seconded by M. Howser and carried to adjourn the meeting 8:47 p.m. and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, M. Howser and D. Lander

NOES: None

ABSENCES: S. Hennike

ABSTENSIONS: None

MOTION CARRIED

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J. Barbieri, President

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S. Lyons, Secretary

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**15.2 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**

The Board will take action to approve the expenditures.

**NOTES**

***If pulled from Consent***

<i><b>ACTION</b></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><b>Vote</b></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 04/05/2018

04/05/18 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8029 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
80590822	101472/	CHRISTY WHITE ASSOCIATES													
		PV-180504		01	0000	0-5824	0000	7100	000	0000	00	000		14093 17/18 AUDIT PRGRS BILL	2,160.00
														WARRANT TOTAL	\$2,160.00
80590823	101618/	DE LAGE LANDEN													
		185017 PO-180017	1.	01	0000	0-7439	0000	9100	000	1210	00	000		58567169 D O COPIER FINAL	241.19
		185017	2.	01	0000	0-7439	0000	9100	002	1210	00	000		58567169 SM COPIER FINAL	196.33
		185037 PO-180037	1.	01	1100	0-5600	1110	1000	003	1210	00	000		58596835 GT COPIER	157.66
														WARRANT TOTAL	\$595.18
80590824	101642/	MAUREEN DODSON													
		PV-180505		01	0000	0-5210	1110	1000	000	0000	00	000		MILEAGE MARCH 2018	3.92
														WARRANT TOTAL	\$3.92
80590825	000126/	EL DORADO COUNTY OFFICE													
		PV-180506		01	0000	0-5809	0000	3600	000	0000	00	000		180784 RNDM DRG TST JAN 2018	33.53
														180763 ELA COLLAB SM TEACHERS	500.00
														180765 ELA COLLAB GT TEACHER	100.00
														180751 1-1 AIDE FEB 2018	853.58
														WARRANT TOTAL	\$1,487.11
80590826	000372/	EL DORADO COUNTY SCHOOL													
		185091 PO-180091	1.	01	0000	0-5210	0000	7100	000	0000	00	000		180736 EDCSBA AWARDS DINNER	155.00
														WARRANT TOTAL	\$155.00
80590827	000738/	EL DORADO DISPOSAL													
		PV-180507		01	0000	0-5560	0000	8100	002	0000	00	000		172788396 SM	769.76
														172788376 GT	1,061.21
														WARRANT TOTAL	\$1,830.97
80590828	101346/	FERRELLGAS													
		PV-180508		01	0000	0-5530	0000	8100	000	0000	00	000		RNT7309192 EXT DAY TANK RENTAL	36.00
														1100710162 EXT DAY	174.74



DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8029 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		
			01-0000-0-5530-0000-8100-003-0000-00-000	RNT7309192 GT TANK RENTAL		36.00
			WARRANT TOTAL			\$246.74
80590829	000761/	FOLLETT SCHOOL SOLUTIONS INC				
	185100	PO-180100	1. 01-0600-0-4200-0000-2420-003-1205-00-000	796213F-2 GT LIBRARY BOOKS		235.68
			WARRANT TOTAL			\$235.68
80590830	079952/	GOLD STAR FOODS INC				
	185040	PO-180040	1. 13-5310-0-4700-0000-3700-000-0800-00-000	2343288 LUNCH FOOD		1,827.11
	185040		2. 13-5310-0-4700-0000-3700-000-0801-00-000	2343288 BREAKFAST FOOD		1,084.05
			WARRANT TOTAL			\$2,911.16
80590831	100904/	HILLYARD/SACRAMENTO				
	185106	PO-180106	1. 01-0000-0-4300-0000-8100-000-0000-00-000	602925338 CUSTODIAL SUPPLIES		42.09
			WARRANT TOTAL			\$42.09
80590832	101430/	INFINITY COMMUNICATIONS				
	185060	PO-180060	1. 01-0000-0-5800-0000-7700-000-1210-00-000	7512 1/2 ERATE CONSULT		1,125.00
			WARRANT TOTAL			\$1,125.00
80590833	012168/	SCOTT LYONS				
	PV-180509		01-0000-0-5210-0000-7100-000-0000-00-000	MILEAGE MARCH 2018		110.42
			01-0000-0-5210-0000-7200-000-0000-00-000	MILEAGE MARCH 2018		21.80
			WARRANT TOTAL			\$132.22
80590834	077441/	PLACERVILLE GROCERY OUTLET				
	185041	PO-180041	1. 13-5310-0-4700-0000-3700-000-0800-00-000	LUNCH FOOD		50.05
	185041		1. 13-5310-0-4700-0000-3700-000-0800-00-000	LUNCH FOOD		97.42
	185041		2. 13-5310-0-4700-0000-3700-000-0801-00-000	BREAKFAST FOOD		37.86
	185041		2. 13-5310-0-4700-0000-3700-000-0801-00-000	BREAKFAST FOOD		54.19
	185041		3. 13-5310-0-4700-0000-3700-000-0802-00-000	ALA CARTE FOOD		17.98
			WARRANT TOTAL			\$257.50
80590835	101892/	SUSANA SARMAGO				
	PV-180510		01-0000-0-5210-1110-1000-000-0000-00-000	MILEAGE - MARCH 2018		52.32

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 04/05/2018

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DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8029 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		
WARRANT TOTAL						\$52.32
80590836	101128/	SCHOOLS INSURANCE AUTHORITY				
		PV-180511	01-0000-0-9587-0000-0000-000-0000-00-000	EMP VISION - APR 2018		1,542.24
			01-0000-0-9587-0000-0000-000-0000-00-000	RET VISION - APR 2018		523.26
			WARRANT TOTAL			\$2,065.50
80590837	101209/	SELF-INSURED SCHOOLS OF CALIF				
		PV-180512	01-0000-0-9570-0000-0000-000-0000-00-000	EMP MED - APR 2018		60,179.00
			01-0000-0-9570-0000-0000-000-0000-00-000	RET MED - APR 2018		4,883.00
			01-0000-0-9586-0000-0000-000-0000-00-000	EMP DENTAL - APR 2018		6,325.00
			01-0000-0-9586-0000-0000-000-0000-00-000	RET DENTAL - APR 2018		1,872.00
			WARRANT TOTAL			\$73,259.00
80590838	004234/	SKI AIR INCORPORATED				
		PV-180513	01-8150-0-5600-0000-8100-000-0000-00-000	SE33796 EXT DAY HVAC REPAIRS		377.58
			WARRANT TOTAL			\$377.58
80590839	101911/	TAGUE BAND INSTRUMENT SERVICES				
		PV-180514	01-0000-0-5600-1110-1000-003-0201-00-000	799082 GT INSTRUMENT REPAIRS		96.05
			WARRANT TOTAL			\$96.05
80590840	101027/	MICHELE WAGSTROM				
		PV-180515	01-0000-0-5210-0000-7200-000-0000-00-000	MILEAGE MARCH 2018		79.03
			WARRANT TOTAL			\$79.03
80590841	101802/	YVONNE YATES				
		PV-180516	01-0000-0-5210-1110-1000-000-0000-00-000	MAR HOME/HOSPITAL MILEAGE		29.43
			WARRANT TOTAL			\$29.43
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	20	TOTAL AMOUNT OF CHECKS:	\$87,141.48*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	20	TOTAL AMOUNT:	\$87,141.48*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	20	TOTAL AMOUNT OF CHECKS:	\$87,141.48*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	20	TOTAL AMOUNT:	\$87,141.48*

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COMMERCIAL WARRANT REGISTER  
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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
80591936	101761/	NITA ALBERT											
		PV-180517					01-0600-0-4300-1110-1000-003-0600-03-000					BATTLE OF THE BOOKS EXPS	80.44
							WARRANT TOTAL						\$80.44
80591937	100716/	AT&T											
		PV-180518					01-0000-0-5901-0000-2700-003-1210-00-000					11133710 GT	14.40
							01-0000-0-5901-0000-7200-000-1210-00-000					11133709 D O	50.68
							WARRANT TOTAL						\$65.08
80591938	101928/	JULIET BOUCHER											
		PV-180519					01-0000-0-4300-1110-1000-003-0104-00-000					4TH GR PETALUMA FT EXPS	7.99
							WARRANT TOTAL						\$7.99
80591939	000042/	CALIF DEPT OF TAX & FEE ADMIN											
		PV-180521					01-0000-0-9512-0000-0000-000-0000-00-000					4TH QTR USE TX 1/18-3/18	193.76
							01-1100-0-9512-0000-0000-000-0000-00-000					4TH QTR USE TX 1/18-3/18	14.97
							01-5810-0-9512-0000-0000-000-0000-00-000					4TH QTR USE TX 1/18-3/18	29.29
							13-5310-0-4300-0000-3700-000-0000-00-000					CAFE SALES TX 1/18-3/18	65.00
							13-5310-0-9512-0000-0000-000-0000-00-000					4TH QTR USE TX 1/18-3/18	7.98
							WARRANT TOTAL						\$311.00
80591940	002213/	CALIF DEPT OF TAX & FEE ADMIN											
		PV-180520					01-0000-0-4370-0000-3600-000-0000-00-000					1ST QTR FUEL TAX - 1/18-3/18	19.73
							WARRANT TOTAL						\$19.73
80591941	083653/	CALIFORNIA STATE PARKS											
		PV-180522					01-0000-0-5835-1110-1000-003-0104-00-000					WAGONS HO 4TH GR DONNER FT	100.00
							WARRANT TOTAL						\$100.00
80591942	011529/	THE DANIELSEN CO											
	185038	PO-180038	1.				13-5310-0-4700-0000-3700-000-0800-00-000					160495 LUNCH FOOD	1,067.20
	185038		2.				13-5310-0-4700-0000-3700-000-0801-00-000					160495 BREAKFAST FOOD	347.59
							WARRANT TOTAL						\$1,414.79

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
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DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8030 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
80591943	100999/	DAWSON OIL COMPANY								
	185044	PO-180044	1.	01-0000-0-4370-0000-3600-000-0000-00-000			73191	BUS FUEL MAR 2018	1,695.21	
								WARRANT TOTAL	\$1,695.21	
80591944	005954/	DEPARTMENT OF JUSTICE								
		PV-180523		01-0000-0-5812-0000-7200-000-0000-00-000			294151	MARCH 2018	47.00	
								WARRANT TOTAL	\$47.00	
80591945	101941/	MARK EGBERT								
		PV-180524		01-1100-0-4300-1110-4100-003-0600-00-000				OOTM STATE COMP EXPS	200.00	
								WARRANT TOTAL	\$200.00	
80591946	000126/	EL DORADO COUNTY OFFICE								
		PV-180525		01-4035-0-5200-1110-1000-003-0000-00-000			180814	JACKSON POVERTY WRKSH	25.00	
								WARRANT TOTAL	\$25.00	
80591947	101348/	DAN FARRELL								
		PV-180526		01-0000-0-5809-0000-3600-000-0000-00-000				FARRELL DRIVER LICENSE RENEWAL	12.00	
								WARRANT TOTAL	\$12.00	
80591948	101346/	FERRELLGAS								
		PV-180527		01-0000-0-5530-0000-8100-002-0000-00-000			1100912459	SM	817.89	
								WARRANT TOTAL	\$817.89	
80591949	004556/	FRANCIS DISTRIBUTING INC								
	185090	PO-180090	1.	13-5310-0-4700-0000-3700-000-0800-00-000			357717	LUNCH FOOD	148.74	
	185090		1.	13-5310-0-4700-0000-3700-000-0800-00-000			357379	LUNCH FOOD	115.07	
	185090		1.	13-5310-0-4700-0000-3700-000-0800-00-000			357991	LUNCH FOOD	185.02	
	185090		1.	13-5310-0-4700-0000-3700-000-0800-00-000			357716	LUNCH FOOD	173.68	
	185090		1.	13-5310-0-4700-0000-3700-000-0800-00-000			357378	LUNCH FOOD	117.21	
								WARRANT TOTAL	\$739.72	
80591950	101115/	AMBER GARCIA								
		PV-180529		01-0600-0-4300-1110-1000-003-0000-03-000				FRIDAY SCHOOL SUPPLIES	14.26	
								WARRANT TOTAL	\$14.26	

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
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DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8030 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
80591951	101708/	GROWING HEALTHY CHILDREN								
		PV-180530		01	6500	0-5806	5770-1120-000-0000-00-000		GTUSD_1803 OT SVCS MAR 2018	420.00
							WARRANT TOTAL			\$420.00
80591952	004317/	MAR/CAL								
		PV-180531		01	0000	0-4300	0000-2700-003-0000-00-000		MC8073-12 GRAD CERT/JACKETS	146.93
							WARRANT TOTAL			\$146.93
80591953	101450/	CATHY MUELLER								
		PV-180532		01	1100	0-4300	1110-4100-003-0600-00-000		OOTM MATERIALS	105.19
							01-1100-0-4300-1110-4100-003-0600-00-000		OOTM STATE COMP EXPS	200.00
							WARRANT TOTAL			\$305.19
80591954	101940/	RAE-LYNN NIXON								
		PV-180528		01	0000	0-8699	0000-2420-003-0205-00-000		REFUND RET'D LOST LIBRARY BOOK	14.00
							WARRANT TOTAL			\$14.00
80591955	009356/	OFFICE DEPOT								
		PO-183097	1.	01	1100	0-4300	1110-1000-000-0000-00-000		122415147001 DISTRICT PAPER	1,235.75
							WARRANT TOTAL			\$1,235.75
80591956	100633/	ORGANIZED SPORTSWEAR								
		185101 PO-180102	1.	01	0000	0-4300	1110-1000-003-0300-91-000		95206 7 MIN MILE SHIRT	369.53
		185101	1.	01	0000	0-4300	1110-1000-003-0300-91-000		95207 6 MIN MILE SHIRT	369.53
		185101	1.	01	0000	0-4300	1110-1000-003-0300-91-000		95208 5 MIN MILE SHIRT	369.53
							WARRANT TOTAL			\$1,108.59
80591957	021298/	THERESA ORIO								
		PV-180533		01	0000	0-4300	0000-7100-000-0000-00-000		NEGOTIATIONS SUPPLIES	69.98
							WARRANT TOTAL			\$69.98
80591958	000232/	PACIFIC GAS & ELECTRIC COMPANY								
		PV-180534		01	0000	0-5540	0000-8100-000-0000-00-000		0991367996-6 EXT DAY	207.51
							01-0000-0-5540-0000-8100-002-0000-00-000		0991367996-6 SM	2,838.51
							01-0000-0-5540-0000-8100-003-0000-00-000		0991367996-6 GT	4,335.67

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
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DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8030 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															\$7,381.69
80591959	101562/	JOSE PEREZ													
		PV-180535		01	0000	0-4300	1110	1000	003	0300	72	000		P E SUPPLIES	193.24
WARRANT TOTAL															\$193.24
80591960	101931/	PRODUCE EXPRESS													
		185086 PO-180086	1.	13	5310	0-4700	0000	3700	000	0800	00	000		751740 LUNCH FOOD	170.55
		185086	1.	13	5310	0-4700	0000	3700	000	0800	00	000		744910 LUNCH FOOD	182.60
		185086	1.	13	5310	0-4700	0000	3700	000	0800	00	000		751737 LUNCH FOOD	127.35
		185086	1.	13	5310	0-4700	0000	3700	000	0800	00	000		744905 LUNCH FOOD	158.75
WARRANT TOTAL															\$639.25
80591961	101914/	SACRAMENTO REFRIGERATION INC													
		185110 PO-180109	1.	13	5310	0-5600	0000	3700	000	0000	00	000		10963 SM FREEZER REPAIRS	4,806.34
WARRANT TOTAL															\$4,806.34
80591962	000895/	SCHOOL SERVICES OF CALIFORNIA													
		185002 PO-180002	1.	01	0000	0-5800	0000	7200	000	0000	00	000		0115085-IN MAR BDGT SVCS	59.00
WARRANT TOTAL															\$59.00
80591963	003783/	SFS OF SACRAMENTO INC													
		185042 PO-180042	1.	13	5310	0-4700	0000	3700	000	0800	00	000		131658164 LUNCH FOOD	712.72
		185042	2.	13	5310	0-4700	0000	3700	000	0801	00	000		131658164 BREAKFAST FOOD	620.80
		185042	3.	13	5310	0-4700	0000	3700	000	0802	00	000		131658164 ALA CARTE FOOD	64.30
WARRANT TOTAL															\$1,397.82
80591964	101607/	DAVE STRINGER													
		PV-180536		01	0000	0-4370	0000	8100	000	0000	00	000		MAINTENANCE FUEL	72.77
WARRANT TOTAL															\$72.77
80591965	101412/	TCG ADMINISTRATORS													
		PV-180537		01	0000	0-5800	0000	7200	000	0000	00	000		155652 ADMIN FEE MAR 2018	24.00
WARRANT TOTAL															\$24.00

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
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DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8030 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			
80591966	100981/	VERIZON WIRELESS					
	PV-180538		01-0000-0-5901-0000-3140-000-1210-00-000	9804387805	NURSES	135.50	
			01-0000-0-5901-0000-8100-000-1210-00-000	9804387805	MAINT	68.17	
			01-5810-0-5901-0000-2700-002-1210-00-000	9804387805	SM	46.17	
			WARRANT TOTAL			\$249.84	
*** BATCH TOTALS ***							
			TOTAL NUMBER OF CHECKS:	31	TOTAL AMOUNT OF CHECKS:	\$23,674.50*	
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*	
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*	
			TOTAL PAYMENTS:	31	TOTAL AMOUNT:	\$23,674.50*	
*** DISTRICT TOTALS ***							
			TOTAL NUMBER OF CHECKS:	31	TOTAL AMOUNT OF CHECKS:	\$23,674.50*	
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*	
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*	
			TOTAL PAYMENTS:	31	TOTAL AMOUNT:	\$23,674.50*	

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 04/19/2018

04/19/18 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8031 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
80592417	008233/	AMERICAN FIDELITY ASSURANCE											
		PV-180539		01	0000	0-9582	0000-0000-0000-00-000				8739196	APRIL 2018	1,558.18
							WARRANT TOTAL						\$1,558.18
80592418	101346/	FERRELLGAS											
		PV-180540		01	0000	0-5530	0000-8100-002-0000-00-000				1100954776	GT	1,528.62
							WARRANT TOTAL						\$1,528.62
80592419	000761/	FOLLETT SCHOOL SOLUTIONS INC											
		185099 PO-180099	1.	01	0600	0-4200	0000-2420-002-1205-00-000				796208	SM LIBRARY BOOKS	209.76
		185099		1.	01	0600	0-4200-0000-2420-002-1205-00-000				796208F	SM LIBRARY BOOKS	33.41
		185109 PO-180108	1.	01	6300	0-4100	1110-1000-003-0000-00-000				2230881A	SPANISH WORKBOOKS	13.15
							WARRANT TOTAL						\$256.32
80592420	081131/	PITNEY BOWES											
		PV-180541		01	0000	0-5902	0000-2700-000-0000-00-000				ACCT #18005942	REFILL PSTG MTR	600.00
							WARRANT TOTAL						\$600.00
80592421	011513/	RISO PRODUCTS OF SACRAMENTO											
		PV-180542		01	0000	0-4300	0000-2700-003-0000-33-000				182145	GT STAPLES FORCOPIER	71.86
							WARRANT TOTAL						\$71.86
80592422	101797/	KRISTIN SCHAEFFER-EGBERT											
		PV-180544		01	0000	0-8699	0000-0000-003-0105-00-000					REFUND CHAPERONE FEE 5THGR SOS	187.00
							WARRANT TOTAL						\$187.00
80592423	100580/	STAPLES ADVANTAGE											
		PO-183098	1.	01	1100	0-4300	1110-1000-000-0000-00-000				3373898212	DISTRICT PAPER	320.68
							WARRANT TOTAL						\$320.68
80592424	000558/	TRUE VALUE HARDWARE											
		PV-180545		01	0000	0-4300	0000-8100-003-0000-00-000				773615	GT MAINT SUPPLIES	4.60
							WARRANT TOTAL						\$4.60
80592425	101463/	WELLS FARGO CORPORATE											
		PV-180543		51	0000	0-7433	0000-9100-000-0000-00-000				GOLD01062018	BOND PRINCIPAL	85,000.00



APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 04/19/2018

04/19/18 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 8031 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
								51-0000-0-7434-0000-9100-000-0000-00-000								GOLD01062018 BOND INTEREST	14,284.50
																WARRANT TOTAL	\$99,284.50
80592426	005002/	WEST COAST JANITORIAL COMPANY															
		PV-180546						01-0000-0-4300-0000-8100-003-0000-00-000								51478 GT CUSTODIAL SUPPLIES	201.57
																WARRANT TOTAL	\$201.57
80592427	101942/	LACEY YOUNG															
		PV-180547						01-0000-0-8699-0000-0000-003-0105-00-000								REF 5TH GR SOS FT-NO ATTENDNCE	265.00
																WARRANT TOTAL	\$265.00
***	BATCH TOTALS ***							TOTAL NUMBER OF CHECKS:	11					TOTAL AMOUNT OF CHECKS:			\$104,278.33*
								TOTAL ACH GENERATED:	0					TOTAL AMOUNT OF ACH:			\$0.00*
								TOTAL EFT GENERATED:	0					TOTAL AMOUNT OF EFT:			\$0.00*
								TOTAL PAYMENTS:	11					TOTAL AMOUNT:			\$104,278.33*
***	DISTRICT TOTALS ***							TOTAL NUMBER OF CHECKS:	11					TOTAL AMOUNT OF CHECKS:			\$104,278.33*
								TOTAL ACH GENERATED:	0					TOTAL AMOUNT OF ACH:			\$0.00*
								TOTAL EFT GENERATED:	0					TOTAL AMOUNT OF EFT:			\$0.00*
								TOTAL PAYMENTS:	11					TOTAL AMOUNT:			\$104,278.33*

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**15.3 Personnel**

**BACKGROUND**

Personnel

***Leave of Absence***

C. Jackson, Teacher, .20 FTE Leave of Absence for the 2018-19 school year.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to approve the personnel activity.

**NOTES**

***If pulled from Consent***

<b><i>ACTION</i></b>		<b><i>Moved</i></b>		<b><i>Seconded</i></b>	
<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>					
<b><i>Vote</i></b>	<b><i>Ayes</i></b>	<b><i>Noes</i></b>	<b><i>Absent</i></b>	<b><i>Abstain</i></b>	

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**15.4 Job Description—Food Service Supervisor**

**BACKGROUND**

This new job description is brought forward for Board approval.

**ATTACHMENTS**

- **Food Service Supervisor Job Description**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to approve the job description.

**NOTES**

***If pulled from Consent***

<b><i>ACTION</i></b>		<b><i>Moved</i></b>		<b><i>Seconded</i></b>	
<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>					
<b><i>Vote</i></b>	<b><i>Ayes</i></b>	<b><i>Noes</i></b>	<b><i>Absent</i></b>	<b><i>Abstain</i></b>	

Gold Trail Union School District <b>POSITION DESCRIPTION</b>
---

<b>Food Service Supervisor</b>
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Responsible To: Chief Business Officer	Unit: Classified Management	Division: Food Services
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### Description of Major Responsibilities

Under supervision of the Chief Business Officer, has overall responsibility for planning, organizing, directing and coordinating the food services program for the District; assigns, trains and evaluates food service personnel; maintains equipment and inventory and assists in planning, remodeling and equipping the district food service facilities; prepares District menus; develops operations budget; completes required reports and posts financial records.

### Responsibilities/Essential Functions

- Develop and market food service programs that meet legal requirements, and are cost effective, efficient, and generally accepted by students and parents.
- Establishes and implements food services policies and procedures for assigned operations; evaluates existing policies for efficiency and implements or modifies procedures to increase operational effectiveness.
- Plans and evaluates breakfast and lunch menus following established Federal guidelines; substitutes nutritionally equivalent foods as needed; tests new products, menus and recipes.
- Develops standards for quantity and quality of foods prepared and served.
- Ensures that food items are properly stored, cooked, distributed and served in a safe, sanitary and timely manner and ensures compliance with appropriate health and safety codes.
- Assists in the development and administration of the food service budget.
- Controls, authorizes and monitors food services expenditures.
- Recommends prices for meals and other food services operations.
- Develops application process and procedures under the free and reduced meal program.
- Counts and records funds collected.
- Estimates and orders proper quantities of foods, supplies and other equipment needed for efficient food services operations.
- Supervises the purchasing of food, supplies and equipment.
- Receives food/supply deliveries; inspects deliveries for proper quantity/quality and takes appropriate action when discrepancies/problems occur.
- Reviews, maintains, and prepares necessary State and Federal records and reports such as inventories, nutrition sheets, food counts, food consumption logs, time sheets and production reports. Completes all mandated reports.
- Directs the distribution of foods secured from subsidy programs and plan their scheduling and use.
- Trains, assigns, supervises and formally evaluates the work of food services personnel. Administers discipline and handles grievances in conjunction with established district policy.
- Participates in the selection and assignment of food services personnel employed by the District.
- Arranges for substitutes for food service staff for the purpose of meeting program needs.
- Ensures that food services department work sites are maintained and operated in a safe and sanitary manner; trains assigned staff in appropriate health and safety regulations; monitors work conditions and procedures at all times; submits work orders for needed maintenance repairs.
- Keeps abreast of current developments in food service management and nutrition education.

- Monitors and maintains the safe operation and condition of all food preparation/serving equipment and machines.
- Attends workshops, training sessions and conferences pertaining to food services.
- Visits other programs as necessary.
- Operates District vehicles.
- Performs other related duties similar to the above in scope and function as required.

### **Training and Experience**

High school graduate or the equivalent. Must possess a valid California Driver's license and evidence of insurability. TB Test clearance, criminal justice fingerprint clearance. Possession of a valid ServSafe Certification. Training in State food service program including, but not limited to, nutrition, beginning and advanced menu planning, purchasing, sanitation and safety, professional standards, cost accounting recordkeeping and quantity cooking. Four years of increasingly responsible experience in school food service work, one year in a supervisory capacity is desirable; or an equivalent combination of experience and training.

### **Knowledge Of:**

1. Knowledge of State and Federal laws, regulations and codes related to child nutrition programs.
2. Proper procedures, methods and equipment used in ordering, preparing, cooking, serving and storing large quantities of food.
3. Safe and proper use of equipment, machines and utensils used in food preparation operations including computerized lunch program software.
4. Proper food sanitation and safety requirements.
5. Food pricing, portion control, methods of computing food quantities and qualities.
6. Principles and practices of supervision and training.
7. Purchasing methods and controls.
8. Proper recordkeeping and inventory reporting methods.
9. Nutritional food values to plan and arrange menus to meet the nutritional needs of children of various ages.

### **Ability to:**

1. Ability to plan, organize, direct and coordinate food services operations.
2. Develop and implement policies and procedures to enhance food services operations.
3. Train, assign, supervise and formally evaluate food service personnel.
4. Plan appetizing and nutritional menus.
5. Understand and carryout both verbal and written instructions in an independent manner.
6. Analyze situations accurately and adopt a decisive course of action.
7. Perform basic arithmetic calculations and accurately maintain monetary transactions.
8. Maintain accurate accounting records and prepare reports related to district food services.
9. Monitor and control budget expenditures.
10. Communicate effectively in oral and written form.
11. Plan for and accurately estimate the appropriate amounts of food and other resources needed for food services operations.
12. Use standard appliances, office equipment, calculator, and computer.
13. Adjust to changing circumstances.
14. Establish and maintain cooperative working relationships with those contacted in the performance of required duties including administrators, staff, pupils and the general public.

### **Environment**

Extensive standing or walking; frequent lifting, carrying, pushing or pulling heavy parcels up to fifty pounds; frequent activity requiring balancing, stooping, reaching, crouching; exposure to hot and cold temperature extremes; exposure to excessive noises.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stop, kneel, crouch or crawl. The employee must possess adequate ability and physical strength to perform all of the essential tasks in the job classification. Vision sufficient to successfully perform the duties and responsibilities required of this position.

**Equal Employment Opportunity Employer**

The information contained in this job description is for compliance with the American with Disabilities Act (ADA) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

Adopted by the Board of Trustees: XXXXXXXXXXXXXXXX

<b>AGENDA ITEM</b>
--------------------

<b>Consent</b>
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**15.5 Job Description—Maintenance/Custodial Supervisor**

**BACKGROUND**

This new job description is brought forward for Board approval.

**ATTACHMENTS**

- **Maintenance/Custodial Supervisor Job Description**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to approve the job description.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

Gold Trail Union School District <b>POSITION DESCRIPTION</b>
---

<b>Maintenance/Custodial Supervisor</b>
---

Responsible To: Superintendent	Unit: Classified Management	Division: Maintenance & Operations
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### Description of Major Responsibilities

To plan, organize, coordinate and direct the maintenance and operations of the District's buildings, grounds and related facilities; to inspect, monitor, review and audit all related functions and activities and be responsible for the supervision of the performance of maintenance, grounds, and facilities personnel, and do related functions as required.

### Responsibilities/Essential Functions

- Organizes, coordinates and supervises the day-to-day maintenance and operations functions and programs of the District.
- Plans and prioritizes maintenance and operations projects and services.
- Assists in interviewing, selecting and orienting applicants.
- Directs, trains, supervises and formally evaluates the overall performance of maintenance and grounds personnel and recommends personnel adjustments as needed. Completes appropriate performance evaluation forms.
- Plans, organizes, develops and implements operational procedures to ensure adherence to a cost effective and cost beneficial operational mode, and to ensure that appropriate standards of performance are maintained.
- Plans, organizes, coordinates and supervises the cleaning, maintenance, repair and remodeling of District facilities and equipment, and the scheduling and control of various ongoing and major projects.
- Develops and maintains District cleaning schedules.
- Plans, organizes and supervises long range facility and equipment preventative maintenance programs, including implementation and maintenance of a systematized information data management, storage and retrieval system.
- Prepares and administers the maintenance and operations budget. Orders supplies through established channels as required for custodial and maintenance responsibilities.
- Prepares estimates of future operational costs such as personnel, materials and equipment and assists in the development and administration of the annual budget for maintenance and operations.
- Confers with administrative and school personnel, employee representatives, governmental agencies and the general public relative to maintenance and operations activities.
- Receives work order requests, authorizes work to be completed, and distributes work order to appropriate staff for completion.
- Coordinates the work of the centralized maintenance and grounds personnel with District school sites.
- Works with architects, school supervisors, and contractors on the design, construction or alteration of school buildings and landscaped area.
- Requests and receives quotes for work to be done by outside contractors and coordinates the bidding process in conjunction with District policy.
- Makes and reviews cost estimates on construction and repair projects.
- Inspects and evaluates work in progress for compliance with District standards and governmental safety codes.
- Responds to alarm calls.
- Keeps current on pertinent legal and legislative matters, particularly relating to maintenance, construction and Cal-OSHA issues.



- Prepares a variety of reports related to maintenance and grounds operations.
- Establishes and maintains departmental records and logs to monitor operational costs and activities.
- Inspects school buildings to determine if proper custodial methods are being followed and standards being maintained.
- Arranges for substitute personnel in case of staff absences and assigns on a temporary basis to meet emergencies.
- Plans, organizes and supervises a program of inspection and review of District facilities equipment to ensure that potential safety hazards are corrected and prevented.
- Responsible for District's buildings and equipment security.
- Arranges for or conducts training sessions for maintenance and operations employees.
- Performs other related duties similar to the above in scope and function as required.

### **Training and Experience**

High school graduate or the equivalent. Must possess a valid California Driver's license and evidence of insurability. Must have TB Test clearance and criminal justice fingerprint clearance. Journeyman level in at least two of the building trades: electrician, plumber, carpenter, cabinet maker, or heating and air conditioning desirable. Three years of progressively responsible experience in one or more of the areas of departmental functions (maintenance and operations) including at least two years in a supervisory capacity. Experience in a public school district is preferred.

### **Knowledge Of**

1. Principles, methods, techniques and strategies to effectively and efficiently plan, organize and supervise the functions and activities of a comprehensive maintenance, operations and grounds program.
2. Practices, procedures and trends of management, organization, supervision and training.
3. Legal mandates, policies, regulations and operational procedures pertaining to the maintenance, repair, construction and clearing of District facilities and equipment.
4. Must have a thorough knowledge of and up-to-date skills in the use of the tools, materials and equipment used in the building, grounds keeping and maintenance trades.
5. Equipment, materials and supplies commonly utilized in the cleaning and maintenance of school facilities, offices and grounds.
6. Safe and sanitary work practices and procedures.

### **Ability To**

1. Plan, organize, assign, supervise and evaluate the functions and activities of maintenance, operations and grounds personnel.
2. Implement District rules, policies and procedures related to assigned operations.
3. Apply administrative skills as required to advance the development of new programs designed to enhance productivity and efficiency in the maintenance and operations fields.
4. Accurately estimate time and material costs pertaining to maintenance, operations and grounds projects.
5. Monitor and control budget expenditures.
6. Establish and maintain an effective data and information management, storage and retrieval system.
7. Inspect and supervise the inspection of varied construction, maintenance and grounds projects.
8. Read, interpret and work from drawings and blueprints.
9. Meet the physical requirements necessary to safely and effectively perform required duties.
10. Safely operate specialized equipment, power tools, and a variety of other equipment used in the building trades and assigned operations.
11. Communicate effectively in oral and written form.
12. Understand and carry out oral and written directions with minimal accountability controls.
13. Establish and maintain effective work relationships with those contacted in the course of work.

**Environment**

Outdoor environment; exposure to dust, chemicals, variances in temperature, and equipment with moving parts; may be exposed to the extremes of outdoor environment and conditions; may be exposed to excessive noises.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stop, kneel, crouch or crawl. The employee must possess adequate ability and physical strength to perform all of the essential tasks in the job classification. Vision sufficient to successfully perform the duties and responsibilities required of this position.

**Equal Employment Opportunity Employer**

The information contained in this job description is for compliance with the American with Disabilities Act (ADA) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

Adopted by the Board of Trustees: XXXXXXXXXXXXXXXXXXXX

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**15.6 Memorandum of Understanding: Gold Oak Union School District**

**BACKGROUND**

The Board will authorize the execution of a Memorandum of Understanding between the Gold Oak Union School District and the Gold Trail Union School District to share the services of a full time Technology Coordinator and Support Specialist for the 2018-19 school year.

**ATTACHMENTS**

➤ **Memorandum of Understanding: Gold Oak Union School District**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

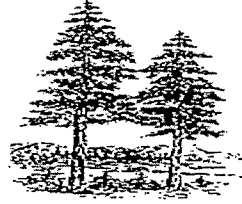
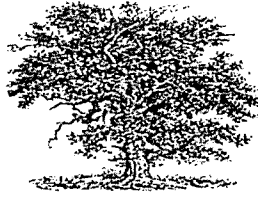
**RECOMMENDATION**

The Board will take action to approve the memorandum.

**NOTES**

***If pulled from Consent***

<b><i>ACTION</i></b>	<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>				
<b><i>Vote</i></b>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>



**MEMORANDUM OF UNDERSTANDING  
BETWEEN GOLD OAK UNION SCHOOL DISTRICT  
AND GOLD TRAIL UNION SCHOOL DISTRICT  
2018-19**

**AGREEMENT FOR SERVICES:  
TECHNOLOGY COORDINATOR AND SUPPORT SPECIALIST**

This Agreement is made this 16th day of April 2018 in the County of El Dorado, state of California between the Gold Oak Union School District hereinafter "Gold Oak" and Gold Trail Union School District, hereinafter "Gold Trail", located in El Dorado County, California.

**RECITALS**

1. Gold Oak and Gold Trail desire to utilize the services of a Technology Coordinator/Support Specialist hereinafter Technology Coordinator, in the course of carrying out their education duties and responsibilities.
2. Neither Gold Oak nor Gold Trail requires the services of a Technology Coordinator employee on a full-time basis.
3. Gold Oak and Gold Trail desire to share the services of a Technology Coordinator by having Gold Oak employ a Technology Coordinator with Gold Trail utilizing 50% of his time.

NOW, THEREFORE, IN CONSIDERATION of the mutual acts and promises of the parties, Gold Oak and Gold Trail, covenant and agree as follows:

## **AGREEMENT**

1. Employment:

Gold Oak shall employ, engage, and hire an employee as a Technology Coordinator. It is understood and agreed that Technology Coordinator is at all times relevant herein, including determining status for workers' compensation claims, an employee of Gold Oak.

2. Duties and Responsibilities:

It is understood and agreed that Technology Coordinator shall perform such duties as set forth in the attached Technology Coordinator "job description," which are hereby incorporated and made a part of this Agreement as if fully set forth herein and marked as Exhibit A, and shall otherwise perform such duties as customarily performed by one holding such position.

3. Supervision:

It is understood and agreed that Technology Coordinator shall be under the general supervision, orders, advice, and direction of Gold Oak. However, it is further understood and agreed that at such times Technology Coordinator is performing services for Gold Trail, Technology Coordinator shall be subject to Gold Trail supervision, orders, and advice.

4. Evaluation:

Technology Coordinator shall be evaluated by Gold Oak subject to input by Gold Trail.

5. Compensation:

Any and all payment to Technology Coordinator shall be the responsibility of Gold Oak, who shall have full authority to determine the Technology Coordinator level of compensation, including benefits.

6. Continuation of Employment:

Subject to consultation with Gold Trail, Gold Oak shall have full and exclusive authority to determine whether and to what extent Technology Coordinator shall continue in the employment of Gold Oak.

7. Dates and Time Performing Services:

It is understood and agreed that Technology Coordinator shall perform an average of 2.5 days per week for Gold Oak and 2.5 days per week for Gold Trail. Gold Trail agrees upon a shared 50/50 contract, including holiday and vacation days (234 work days + 14 Holidays + 12 Vacation Days) for the 2018-19 school year.

8. Hours and Change of Assignment:

Technology Coordinator hours and assignment may be adjusted or changed by mutual agreement between Gold Oak and Gold Trail in accordance with the following terms and conditions:

1. Technology Coordinator's hours of work shall be aligned with school hours.
2. Technology Coordinator's work days will be aligned with Gold Oak's school calendar.

9. Reimbursement:

Gold Trail shall reimburse Gold Oak for Technology Coordinator services in an amount and in a manner as follows:

One hundred seventeen (117) days of service based on the Gold Oak Union School District Technology Coordinator Salary Schedule rate, at the appropriate placement, plus fifty percent (50%) of vacation and holiday pay, and fringe benefits, including medical, dental and vision. Gold Oak shall bill Gold Trail on a semi-annual basis for the services they have received to date. If during the year any changes are made to the Technology Coordinator Salary Schedule or benefits; the daily rate calculation will be updated with the current information and differences will be included on the next billing. Final billing will be 50% of actual days served at the end of the school year and will be based on the final board approved 2018-19 Technology Coordinator & Support Specialist Schedule.

**Currently estimated at: \$41,709.** See attached Exhibit B

10. Sick Days and other Absences:

It is understood and agreed that if Technology Coordinator is sick or otherwise absent for any reason on days he is assigned to Gold Trail, such days shall be chargeable to Gold Trail. Notwithstanding anything contained herein to the contrary, if other days are available for exchange for said days of absence, then Gold Trail and Technology Coordinator may agree to another schedule.

11. Transportation and Out-of-Pocket Expenses:

Reimbursement for any transportation or out-of-pocket expenses to which Technology Coordinator is entitled, relative to Gold Trail shall be the responsibility of Gold Trail. Authorization to make such claims (i.e., purchase

orders, mileage reimbursement requests) shall be made through Gold Trail District Office and reimbursement is contingent on receiving prior written approval from Gold Trail's Superintendent.

12. Substitute or Temporary Employee:

If Technology Coordinator is absent for any reason requiring a substitute for any period of time, Gold Oak shall be responsible for finding and hiring a replacement at such rate and upon such terms as mutually determined by Gold Oak and Gold Trail.

13. Duration:

This Agreement is for a period of one (1) year, beginning July 1, 2018 and ending June 30, 2019.

14. Modification or Extension:

No modification or extension of this Agreement shall be valid unless it is in writing.

15. Termination:

This Agreement may be terminated on sixty (60) days written notice to Gold Oak by Gold Trail if Technology Coordinator fails to adequately perform his duties as described herein as determined by Gold Trail



GOLD OAK SCHOOL DISTRICT

GOLD TRAIL UNION SCHOOL DISTRICT

By   
Meg Enns, Superintendent

By \_\_\_\_\_  
Scott Lyons, Superintendent

Date: 4/16/18

Date: \_\_\_\_\_



# GOLD OAK UNION SCHOOL DISTRICT

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## Technology Coordinator & Support Specialist

### Basic Function

Under the supervision of the Superintendent, maintains and supports the day-to-day operation, administration, and maintenance of the district's Wide Area Network (WAN) and assists in defining, planning, and implementing technology needs for the district.

### Essential Job Function

- Install, maintain and provide support for Local Area Network (LAN) including servers, backup systems, switches, network appliances, phone system, work stations and peripherals, network interface cards (NIC), wired and wireless services, computer hardware, software and peripherals.
- Maintain inventory & service-ticket tracking.
- Assist with the maintenance of the Wide Area Network (WAN).
- Maintain, expand and troubleshoot Internet connections.
- Perform LAN administrative tasks such as backup and restoration, updates and patches.
- Work with vendor support contacts and other resources to resolve technical problems.
- Maintain and ready computer lab and/or mobile lab equipment for use.
- Provide training, documentation and/or demonstrate proper use of equipment to individuals, groups and classes.
- Assist staff with the presentation devices, learning materials and instructional exercises.
- Participate on the tech committee and in the decision-making process, making recommendations to supervisor and site administrators on technology-related issues.
- Transport district equipment to repair facilities or sites as needed.
- Maintains and/or creates district and school websites.
- Performs other duties as assigned.

### Qualifications

#### *Working Knowledge Of & Abilities:*

- Knowledge of computer/device operations and systems maintenance.
- Assist in server updates and operations.
- Ability to read, interpret, and apply complex technical publications, manuals, and other documents.
- Ability to serve as a resource person and provide comprehensive assistance and training in use of computer/device systems and software packages.
- Ability to work with and resolve system operating problems.
- Ability to communicate effectively, work under pressure, work independently, and to work with staff and community members.
- Proven communication skills, both written and verbal, with a variety of levels of technical and non-technical persons.

**Experience, Education and Training**

- High School graduation or equivalent and prior job-related experience which demonstrates the ability to perform duties similar to those described above. Experience with database management, Student Information Systems and educational technology essential.

**Licenses, Certifications, Bonding, and/or Testing Required**

- TB Clearance
- Criminal Justice Fingerprint Clearance
- If required to operate an automobile during the course of employment, must possess a valid Class 3 California Driver's License with Evidence of Vehicle Insurance and Registration
- Mandated Reporter Training

**Physical Demands**

- Position requires normal physical strength and endurance for standing, prolonged sitting, bending or walking.
- Lifting 50 lbs maximum or carrying an object weighing over 25 lbs.

**Equal Employment Opportunity Employer**

The information contained in this job description is for compliance with the American with Disabilities Act (ADA) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.

# GOLD OAK UNION SCHOOL DISTRICT

## 2017/18 CONFIDENTIAL SALARY SCHEDULE

Effective 07/01/17

	1	2	3	4	5	6	7	8	13	18	23	28
<b>CLASSIFICATION</b>												
TC TECHNOLOGY COORDINATOR & SUPPORT SPECIALIST	22.00	23.13	24.30	25.52	26.81	28.17	29.57	31.05	32.60	34.23	35.94	37.74
AT ACCOUNTING TECHNICIAN	22.21	23.31	24.48	25.71	26.98	28.35	29.75	31.24	32.80	34.45	36.17	37.98
ESP EXEC.SCTY./PERSONNEL	23.52	24.68	25.90	27.20	28.56	30.00	31.50	33.07	34.71	36.46	38.29	40.20

\*\*Full Time Equivalent = 8 Hours Per Day

**BENEFITS:**

1. Health insurance plan for Central Valley Trust JPA.
2. Dental insurance through Delta Dental Service (regular dental care for self and dependents)
3. Vision Service Plan B for employees and dependents.  
Benefits plans described above in 1., 2., and 3., are chosen by the Confidential Unit, the District paid portion is \$1,028.00 per month for medical, dental and vision from July 1, 2006.
4. As of July 1, 2007 the District will no longer pay a longevity incentive. Effective July 1, 2007 all step increments will increase by 5%, consistent with past practice.
5. Vacation time: based on time worked with district  
less than 3 years - 12 dy/yr (1.0000 dy/mo worked)  
3-10 years - 17 dy/yr (1.4167 dy/mo worked)  
10-15 years - 22 dy/yr (1.8333 dy/mo worked)  
15-20 years - 27 dy/yr (2.2500 dy/mo worked)  
20 years and over - 32 dy/yr (2.6667 dy/mo worked)
6. Extended health care for retired employees, 55 years or older, who have completed 8 years of continuous district service. The district will cover 50% of the district paid insurance cap for health, prescription, dental and vision. These medical benefits will remain in effect until the employee qualifies for Medicare a maximum of 12 years, whichever comes first.
7. Holidays - The following are to be paid holidays:  
New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Lincoln's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, day before Thanksgiving (in lieu of Admission Day), Thanksgiving Day, day following Thanksgiving, Christmas Eve, Christmas Day.  
Floating holiday (to be used within regular duty days, not accruable)  
As of February 21, 2006, the Holidays were changed to include Christmas Eve and New Year's Eve.  
This change in holidays, is effective as of July 1, 2005.
8. As of February 21, 2006, the Holidays were changed to include Christmas Eve and New Year's Eve.
9. Effective July 1, 2012 - Entire schedule was increased 1.58%
10. Effective July 1, 2013 - Entire schedule was increased 3.0%
11. Effective July 1, 2014 - Entire schedule was increased 4.5%
12. Effective July 1, 2015 - Entire schedule was increased 2.91%
13. Effective July 1, 2016 - Entire schedule was increased 4.91%
14. Effective July 1, 2017 - Entire schedule was increased 2.34%

**Approved by Board: March 19th, 2018**

## Technology Coordinator

[illegible]

<b>AGENDA ITEM</b> <b>Consent</b>
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# **15.7 Second 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**

- **BP/AR 1312.3, Uniform Complaint Procedures (BP/AR revised)**
- **AR 3230, Federal Grant Funds (AR revised)**
- **AR 3514.2, Integrated Pest Management (AR revised)**
- **BP/AR 3551, Food Service Operations/Cafeteria Fund (BP/AR revised)**
- **BP/AR 3553, Free and Reduced Price Meals (BP/AR revised)**
- **BP 4111/4211/4311, Recruitment and Selection (BP revised)**
- **BP/AR 4119.11/4219.11/4319.11, Sexual Harassment (BP/AR revised)**
- **AR 4161.1/4361.1, Personal Illness/Injury Leave (AR revised)**
- **AR 4161.8/2461.8/4361.8, Family Care and Medical Leave (AR revised)**
- **AR 4261.1, Personal Illness/Injury Leave (AR revised)**
- **BP/AR 5022, Student and Family Privacy Rights (BP/AR revised)**
- **BP/E 5145.6, Parental Notifications (BP/E revised)**
- **BP 6162.5, Student Assessment (BP revised)**
- **BP/AR 6171, Title I Programs (BP/AR revised)**

## **BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

## **RECOMMENDATION**

The Board will take action to adopt the roster.

## **NOTES**

*If pulled from Consent*

<b>ACTION</b>	<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>

# CSBA Sample

## Board Policy

### Community Relations

BP 1312.3(a)

### UNIFORM COMPLAINT PROCEDURES

Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Pursuant to 5 CCR 4610, **districts are required to adopt a uniform system of procedures that meets the UCP must meet** specified requirements for investigating and resolving complaints alleging (1) noncompliance with state and federal laws and regulations governing educational programs; (2) noncompliance with state law prohibiting the charging of student fees; ~~or and~~ (3) unlawful discrimination (such as discriminatory harassment, intimidation, and bullying). Although some bullying incidents may not fall within the provisions of 5 CCR 4610, BP 5131.2 - Bullying strongly recommends that districts use the UCP to investigate all bullying incidents, regardless of whether there is an allegation of discriminatory bullying, to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. After investigation, bullying incidents found to involve unlawful discrimination would then be resolved using the UCP. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with the accompanying administrative regulation.

Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan. For plan requirements, see BP/AR 0460 - Local Control and Accountability Plan. In addition, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; educational rights of foster youth, homeless students, **and former juvenile court school students, and children of military families**; assignment of students to courses without educational content; and physical education instructional minutes, as specified in items #3 and #6-~~10-9~~ below. Finally, a district should adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging retaliation in response to a complaint.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1; and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title II of the Americans with Disabilities Act (20 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). OCR has issued guidance describing federal requirements for discrimination complaint procedures. OCR requires such procedures to be "prompt and equitable." The factors OCR examines to evaluate each district's procedures are specified in the accompanying administrative regulation, including whether and how the procedures (1) provide notice of the procedures to the district's students, parents/guardians, and employees; (2) ensure adequate, reliable, and impartial investigation of complaints; (3) contain reasonably prompt timeframes for major stages of the complaint process; (4) provide notice to the complainant of the resolution of the complaint; and (5) provide an assurance that action will be taken to prevent recurrence of any discrimination found and to correct its effects.

**UNIFORM COMPLAINT PROCEDURES** (continued)

~~CSBA staff received feedback and comments from representatives of CDE and OCR regarding this policy and the accompanying administrative regulation. As a result, the sample policy and regulation have been drafted to go beyond the requirements of California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on the samples, The following policy and accompanying administrative regulation reflect all components required by law and are consistent with CDE's Sample UCP Board Policies and Procedures and the FPM instrument. CSBA believes that the a~~Additional details provided herein may help school districts and county offices of education during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

**Complaints Subject to the UCP**

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

**Note:** The FPM process includes a review of the district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. Item #1 lists all programs identified on the FPM instrument and should be revised to reflect the programs offered by the district. If the district does not list all such programs in its policy, it is required to comment in the FPM which programs and activities are not in operation.

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, ~~a~~After ~~s~~School ~~e~~Education and ~~s~~Safety programs, **agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, migrant education,** career technical and technical education and training programs, child care and development programs, child nutrition programs, **compensatory education, special education programs,** consolidated categorical aid programs, **Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs,** and any other district-implemented program which is listed in Education Code 64000(a) ~~(5 CCR 4610)~~

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 5131.62 - Tobacco)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*



## UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 5148.3 - Preschool/Early Childhood Education)  
(cf. 6159 - Individualized Education Program)  
(cf. 6171 - Title I Programs)  
(cf. 6174 - Education for English Learners)  
(cf. 6175 - Migrant Education Program)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)  
(cf. 6178.2 - Regional Occupational Center/Program)  
(cf. 6200 - Adult Education)

**Note: As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 200, 220, and 234.1 expressly include immigration status as a prohibited basis for discrimination in district programs and activities. See BP 0410 - Nondiscrimination in District Programs and Activities.**

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, age, religion, marital **status**, pregnancy, **or** parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)  
(cf. 3320 - Claims and Actions Against the District)

**UNIFORM COMPLAINT PROCEDURES** (continued)

Note: Item #5 below is **mandated** pursuant to Education Code 52075.

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

Note: Items #7-8 are for use by districts that maintain high schools.

As amended by AB 365 (Ch. 739, Statutes of 2017), Education Code 51225.1 and 51225.2 authorize the use of the UCP for any complaint alleging the district's noncompliance with specified educational rights of children of military families.

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

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

(cf. 6173.3 - Education for Juvenile Court School Students)

Note: Item #8 below is for districts maintaining high schools. Education Code 51225.1 51225.2, as amended by AB 2306 (Ch. 464, Statutes of 2016), provide that complaints of noncompliance with specified requirements related to the educational rights of former juvenile court school students, as defined, may be filed in accordance with the UCP.

8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of

## UNIFORM COMPLAINT PROCEDURES (continued)

~~credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board imposed graduation requirements (Education Code 51225.1, 51225.2)~~

- 9. 8.** Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student **in grades 9-12** to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

*(cf. 6152 - Class Assignment)*

- 10. 9.** Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

*(cf. 6142.7 - Physical Education and Activity)*

Note: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #**11-10** below.

- 11. 10.** Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

Note: Pursuant to 5 CCR 4610, a district may, at its discretion, use the UCP to investigate and resolve other complaints.

- 12. 11.** Any other complaint as specified in a district policy

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. The following **optional** paragraph provides for a neutral mediator and should be revised to reflect district practice.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any

## UNIFORM COMPLAINT PROCEDURES (continued)

complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

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

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is ever investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

*(cf. 3580 - District Records)*

## Non-UCP Complaints

Note: 5 CCR 4611 details complaint issues that are not subject to the UCP. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints.

## UNIFORM COMPLAINT PROCEDURES (continued)

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

~~Note: In addition to complying with item #3 below, a district is required to promptly investigate any allegation of discrimination in employment it receives, pursuant to 2 CCR 11023. For procedures related to complaints of discrimination in employment, see AR 4030 - Nondiscrimination in Employment.~~

- ~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~

- ~~4.~~ **3.** Any complaint alleging fraud shall be referred to the **Legal, Audits and Compliance Branch of the** California Department of Education.

**Note: Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Department of Fair Employment and Housing (DFEH). See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.**

**Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.**

Note: Education Code 35186 requires the district to use the UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

~~In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve a~~Any complaint related to sufficiency of textbooks or instructional

## UNIFORM COMPLAINT PROCEDURES (continued)

materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments **shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures.** (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedures

44500-44508 California Peer Assistance and Review Program for Teachers

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

**49701 Interstate Compact on Educational Opportunity for Military Children**

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, **and** former juvenile court school students, **and military-connected students**; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52462 Career technical education

52500-52616.24 Adult schools

**54000-54029 Economic Impact Aid**

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56865 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

#### GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

Legal Reference continued: (see next page)

## **UNIFORM COMPLAINT PROCEDURES (continued)**

*Legal Reference: (continued)*

**HEALTH AND SAFETY CODE**

***104420 Tobacco-Use Prevention Education***

**PENAL CODE**

*422.55 Hate crime; definition*

*422.6 Interference with constitutional right or privilege*

**CODE OF REGULATIONS, TITLE 2**

*11023 Harassment and discrimination prevention and correction*

**CODE OF REGULATIONS, TITLE 5**

*3080 Application of section*

*4600-4687 Uniform complaint procedures*

*4900-4965 Nondiscrimination in elementary and secondary education programs*

**UNITED STATES CODE, TITLE 20**

*1221 Application of laws*

*1232g Family Educational Rights and Privacy Act*

*1681-1688 Title IX of the Education Amendments of 1972*

*6301-6576 Title I basic programs*

*6801-7014 Title III language instruction for limited English proficient and immigrant students*

*7101-7184 Safe and Drug-Free Schools and Communities Act*

*7201-7283g Title V promoting informed parental choice and innovative programs*

*7301-7372 Title V rural and low-income school programs*

*12101-12213 Title II equal opportunity for individuals with disabilities*

**UNITED STATES CODE, TITLE 29**

*794 Section 504 of Rehabilitation Act of 1973*

**UNITED STATES CODE, TITLE 42**

*2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended*

*2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964*

*6101-6107 Age Discrimination Act of 1975*

**CODE OF FEDERAL REGULATIONS, TITLE 28**

*35.107 Nondiscrimination on basis of disability; complaints*

**CODE OF FEDERAL REGULATIONS, TITLE 34**

*99.1-99.67 Family Educational Rights and Privacy Act*

*100.3 Prohibition of discrimination on basis of race, color or national origin*

*104.7 Designation of responsible employee for Section 504*

**CODE OF FEDERAL REGULATIONS, TITLE 34**

*106.8 Designation of responsible employee for Title IX*

*106.9 Notification of nondiscrimination on basis of sex*

*110.25 Notification of nondiscrimination on the basis of age*

*Management Resources: (see next page)*

## UNIFORM COMPLAINT PROCEDURES (continued)

### Management Resources:

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

##### **Sample UCP Board Policies and Procedures**

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

#### **U.S. DEPARTMENT OF JUSTICE PUBLICATIONS**

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

#### **WEB SITES**

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

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

U.S. Department of Justice: <http://www.justice.gov>

(9/16 5/17) 3/18

### Policy Reference UPDATE Service

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# CSBA Sample

## Administrative Regulation

Community Relations

AR 1312.3(a)

### UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4687. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP).

Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt such policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, **and** former juvenile court school students, **and children of military families**; assignment of students to courses without educational content; and physical education instructional minutes, as specified in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 4030 - Nondiscrimination in Employment)*

### Compliance Officers

Note: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the "lead compliance officer."

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal

## UNIFORM COMPLAINT PROCEDURES (continued)

civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Superintendent

(title or position)

1575 Old Ranch Road

(address)

(530) 626-3194

(telephone number)

(first initial of first name followed by full last name)@gtusd.org

(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Note: 5 CCR 4621 <b>mandates</b> that the district's policy provide that employees responsible for compliance and/or for investigating and resolving complaints are knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.
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The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful

**UNIFORM COMPLAINT PROCEDURES** (continued)

discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: 5 CCR 4622 mandates requires the district to include specified information in the required its annual UCP notice of its UCP to students, parents/guardians, employees, and others. Education Code 51225.1-51225.2, as amended by AB 2306 (Ch. 464, Statutes of 2016) AB 365 (Ch. 739, Statutes of 2017), require that the notice include information about specified educational rights of former juvenile court school students children of military families who transfer into the district after their second year of high school. Districts that do not maintain high schools may revise the following paragraph to delete notification of-related to the rights of homeless students, former juvenile court school students, and children of military families.

During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below. A sample of the annual notice is available through the CDE web site. In addition, 28 CFR 35.107, 34 CFR 106.8, and 34 CFR 110.25 require the district to publish its complaint procedures covering unlawful discrimination.

The Superintendent or designee shall annually provide written notification of the district's UCP including to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees;; local control and accountability plan (LCAP) requirements;; and requirements related to the educational rights of foster youth, homeless students, and former juvenile court school students, and children of military

## UNIFORM COMPLAINT PROCEDURES (continued)

**families** to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties.—(Education Code 262.3, 48853, 48853.5, **49010-49013**, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

(cf. 6173.3 - Education for Juvenile Court School Students)

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), on or before July 1, 2017, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district supported social media, if available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited English proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

## UNIFORM COMPLAINT PROCEDURES (continued)

~~The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.~~

Note: During the FPM process, CDE staff will check the notice to ensure that it contains a summary of the complaint procedures as specified in items #1-4 below.
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The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

**UNIFORM COMPLAINT PROCEDURES** (continued)

- d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

Note: Education Code 52075 requires that information regarding LCAP requirements be included in the district's annual notification. See BP/AR 0460 - Local Control and Accountability Plan for details of the LCAP and specific requirements for its adoption and implementation.
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- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

Note: Pursuant to Education Code 48853, 48853.5, and 49069.5, as well as 51225.1-51225.2 as amended by <b>AB 2306 (Ch. 464, Statutes of 2016)</b> , <b>AB 365 (Ch. 739, Statutes of 2017)</b> , the UCP notice must include information regarding certain educational rights of foster youth, homeless students, <b>and</b> former juvenile court school students, <b>and children of military families</b> , as provided in items #4h and i below. Pursuant to Education Code 48853.5, CDE is required to develop a standardized notice of the rights of foster youth in consultation with the California Foster Youth Education Task Force, and to make it available for dissemination by posting it on its Internet Web site.
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- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

**UNIFORM COMPLAINT PROCEDURES** (continued)

- i. A foster youth, homeless student, ~~or~~ former juvenile court school student, **or child of a military family** who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:
  - (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
  - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency
  - (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- j. The complainant has a right to appeal the district's decision to ~~the~~ CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

Note: Pursuant to federal law, including 34 CFR 106.8, the district is required to establish "prompt and equitable" procedures for investigating and resolving complaints alleging unlawful discrimination. The following statement reflects OCR's interpretation of such provisions as requiring fairness and equity not just for a complainant but for a respondent as well.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with ~~the~~ CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

- k. The appeal to ~~the~~ CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

Note: **CDE staff will review the notice during the FPM process to** ~~To~~ ensure that the public is made aware of ~~districts'-the district's~~ obligation to provide copies of the UCP free of charge pursuant to 5 CCR 4622. ~~CDE staff review the notice during the FPM process.~~

- l. Copies of the district's UCP are available free of charge.

## UNIFORM COMPLAINT PROCEDURES (continued)

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, ~~as added by SB 1375 (Ch. 655, Statutes of 2016), on or before July 1, 2017,~~ districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.



## UNIFORM COMPLAINT PROCEDURES (continued)

### District Responsibilities

Note: 5 CCR 4631 requires that UCP complaints be investigated and completely resolved within 60 calendar days of the receipt of the complaint. Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

Note: The following paragraph reflects recommendation by OCR to ensure equity in the resolution process of a complaint alleging unlawful discrimination and may be modified to reflect district practice.

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

**All complainants shall be protected from retaliation.**

### Filing of Complaints

Note: Complaints filed under the UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, he/she must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

**UNIFORM COMPLAINT PROCEDURES** (continued)

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing ~~adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs~~ **the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP")** may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 **mandates** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees. Pursuant to Education Code 52075, anonymous complaints are permitted with regard to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

**UNIFORM COMPLAINT PROCEDURES** (continued)

Note: OCR's Revised Sexual Harassment Guidance, Dear Colleague Letter: Sexual Violence, and Questions and Answers on Title IX and Sexual Violence indicates that if a complainant in a sexual harassment case requests that his/her name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publications acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

**Mediation**

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

## UNIFORM COMPLAINT PROCEDURES (continued)

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to **upon** through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice.**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In his/her investigation, the compliance officer should consider all relevant circumstances, such as how the misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Note: In determining the truth of any allegation, the district should apply the correct standard of proof to the situation. For example, with allegations of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) or retaliation, OCR uses the "preponderance of the evidence" (more likely than not) standard. Any standard of proof that is more rigorous than required by law could subject a district to liability.

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

### **Report of Findings**

Note: Pursuant to 5 CCR 4631, the district's written decision must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

#### **OPTION 1:**

~~Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as~~

## UNIFORM COMPLAINT PROCEDURES (continued)

~~described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)~~

### **OPTION 2:**

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

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

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

Note: Pursuant to 5 CCR 4631, only a complainant has the right to receive a written report, and to file his/her complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination, to ensure the process is equitable for all involved. Districts that selected Option 1 should delete reference to filing of a complaint with the Board in the following paragraph.

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

### **Final Written Decision**

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting

**UNIFORM COMPLAINT PROCEDURES** (continued)

discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

Note: 5 CCR 4631 and guidance provided by OCR specify components that should be part of the district's decision. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident

**UNIFORM COMPLAINT PROCEDURES** (continued)

- d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
- 2. The conclusion(s) of law
  - 3. Disposition of the complaint
  - 4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. ~~How~~ **The manner in which** the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
- 5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent



## **UNIFORM COMPLAINT PROCEDURES** (continued)

- b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to **the** CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- 1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with **the** CDE. (Education Code 262.3)
- 2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

### **Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

**UNIFORM COMPLAINT PROCEDURES** (continued)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

## UNIFORM COMPLAINT PROCEDURES (continued)

### 7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Note: In its ~~Dear Colleague Letter: Sexual Violence~~ from April 2011 and its ~~Questions and Answers on Title IX and Sexual Violence~~ from April 2014, OCR provides a detailed discussion of remedies for the broader campus community.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

Note: Generally, when a complaint is found to have merit, **an appropriate remedy** ~~corrective action~~ is provided to the complainant or other affected person. However, in certain instances, the law may require ~~corrective action~~ **a remedy** to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements, pursuant to Education Code 52075, and to noncompliance with required instructional minutes for elementary students' physical education, pursuant to Education Code 51223. Districts that do not maintain elementary schools should delete reference to physical education from the following paragraph.

**When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.**

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

## UNIFORM COMPLAINT PROCEDURES (continued)

### Appeals to the California Department of Education

Note: 5 CCR 4632-4633 provide that any complainant may appeal the district's decision to CDE, as provided below. Pursuant to Education Code 49013, the district is **mandated** to adopt procedures that include the right to appeal to CDE, in accordance with 5 CCR 4632, when a complainant is dissatisfied with the district's decision on his/her complaint alleging noncompliance with the law that prohibits districts from requiring students to pay fees, deposits, or charges for their participation in educational activities. Such procedures are also **mandated** by Education Code 52075 with regard to complaints alleging noncompliance with requirements related to the LCAP.

Authority to appeal the district's decision is also available to a complainant who alleges noncompliance with laws regarding (1) the provision of reasonable accommodation to a lactating student; (2) the educational rights of foster youth, homeless students, **and former juvenile court school students, and children of military families;** (3) the assignment of a high school student to a course without educational content; and (4) the required instructional minutes for elementary students' physical education, as specified in items #3 and #6-~~10~~ **9** of the accompanying Board policy.

Any complainant who is dissatisfied with the district's final written decision **of a complaint regarding any specified federal or state educational program subject to the UCP** may file an appeal in writing with **the** CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

Note: ~~Pursuant to 5 CCR 4632-4633, an appeal to the CDE is only available to a complainant who is dissatisfied with the district's decision. However, OCR has recommended that the district extend the same right to a respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) who is dissatisfied with the district's decision, to ensure fairness for all parties involved. Although not required pursuant to 5 CCR 4631-4633, OCR recommends that the right to appeal the district's decision to CDE be extended to the respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) to ensure fairness for all parties involved. The following paragraphs reflect OCR's recommendation.~~

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with **the** CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and **whether how** the facts **of the district's decision** are incorrect and/or the law has been misapplied. The appeal shall be **sent to CDE with** ~~accompanied by~~ a copy of the **original** locally filed complaint and a copy of the district's decision **in that complaint**. (5 CCR 4632)

Upon notification by **the** CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to ~~the~~ CDE: (5 CCR 4633)

**UNIFORM COMPLAINT PROCEDURES** (continued)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Note: CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant alleges that he/she would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.

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# CSBA Sample

## Administrative Regulation

### Business and Noninstructional Operations

AR 3230(a)

#### FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, which governs the use of federal formula and discretionary grant funds awarded to districts. Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

**Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), clarifies that districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.**

It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

**To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.**

#### Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure ~~of federal funds~~ in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the ~~federal grant~~ award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

*(cf. 3350 - Travel Expenses)*

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally

**FEDERAL GRANT FUNDS** (continued)

accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures. In March 2016, the State Board of Education approved recommended changes to the California School Accounting Manual that reflect and reflects the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

**Period of Performance**

Note: Pursuant to 2 CFR 200.343, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

**Procurement**

Note: 2 CFR 200.110, as amended by ~~80 Fed. Reg. 54407~~ **82 Fed. Reg. 22609**, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, ~~2017~~ **2018** or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are **mandated by 2 CFR 200.110** to document this decision in their procurement policies **and should revise the following paragraph accordingly, as provided in the following paragraph. Other districts should delete the date in the following paragraph.**

~~On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement of goods and services. When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.~~

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives,

**FEDERAL GRANT FUNDS** (continued)

consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out **of** the procurement process.

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 permits districts to establish simplified procurement procedures for "micro-purchases," **defined**, as described in item #1 below. Pursuant to 48 CFR 2.101, the threshold for such purchases is \$3,500 except as otherwise specified, and will be periodically adjusted for inflation. Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

The "small purchases" limit under the Uniform Guidance (item #2 below) is \$150,000. However, the more restrictive California bid limits **in Public Contract Code 20111** and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits (see BP/AR 3311 - Bids) must follow California law.

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)



**FEDERAL GRANT FUNDS** (continued)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available **exclusively** from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract **whose for which the** cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

Note: 2 CFR 200.213 restricts districts from procuring goods or services from entities that have been suspended or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management web site to determine whether a particular entity has been excluded.
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For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

Note: 2 CFR 200.319 <b>mandates</b> that districts have written procedures for procurement transactions that include the following components.
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All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and,

**FEDERAL GRANT FUNDS** (continued)

when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

**Capital Expenditures**

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, **and inventory of the equipment** and continued use of the equipment after the program **continues ceases** to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

**Conflict of Interest**

Note: 2 CFR 200.318 **mandates** that districts maintain written standards of conduct covering conflicts of interest and the performance of employees engaged in the selection, award, and administration of contracts.

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them

**FEDERAL GRANT FUNDS** (continued)

has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

*(cf. 9270 - Conflict of Interest)*

**Cash Management**

Note: Pursuant to 2 CFR 200.302, districts are **mandated** to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

**FEDERAL GRANT FUNDS (continued)****Personnel**

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

**Records**

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

**Audits**

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. The USDOE's Questions and Answers Regarding 2 CFR Part 200 confirms that compliance with the audit requirements in the Uniform Guidance (2 CFR 200.500-200.521) must begin with the audit of the district's first fiscal year starting on or after December 26, 2014. Thus, for districts whose fiscal year begins on July 1, the first audit subject to the Uniform Guidance would be for the fiscal year ending June 30, 2016. Pursuant to 2 CFR 200.512, the audit must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. For fiscal year ending June 30, 2016, the latest deadline is March 31, 2017. Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are

**FEDERAL GRANT FUNDS** (continued)

exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.
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Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

# CSBA Sample

## Administrative Regulation

Business and Noninstructional Operations

AR 3514.2(a)

### INTEGRATED PEST MANAGEMENT

Note: **The following administrative regulation reflects the Healthy Schools Act of 2000** (Education Code 17608-17614; **Food and Agriculture Code 13180-13188**), which encourages the use of effective, least toxic pest management practices for the control and management of pests on **school campuses** ~~district properties and require the identification of an integrated pest management (IPM) coordinator and/or school site designee to carry out program requirements.~~ The California Department of Pesticide Regulation (DPR) has established an **integrated pest management (IPM)** program for use by school districts, including a model program guidebook, a template for an IPM plan, and a web site containing a comprehensive directory of resources describing and promoting the use of IPM practices.

#### Definitions

*Integrated pest management (IPM)* means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. (Education Code 17609; Food and Agricultural Code 13181)

*(cf. 3510 - Green School Operations)*

*School site* means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)

#### Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an ~~integrated pest management (IPM)~~ **program strategy** that incorporates effective, least toxic pest management practices.

The IPM coordinator shall prepare and ~~regularly~~ **annually** update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)

## INTEGRATED PEST MANAGEMENT (continued)

**The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment. Such pesticides shall only be used after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)**

Note: Pursuant to Education Code 17610.5, certain pesticides are exempt from the notification, recordkeeping, and reporting requirements of Education Code 17611 and 17612. The exempted products are listed in 3 CCR 6147 **and on the DPR's web site.**

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

Note: The following **section-list** reflects IPM measures recommended by the DPR in its California School IPM Model Program Guidebook and **by** the **U.S. Environmental Protection Agency (EPA)** and **should may** be modified to reflect district practice.

The district's program shall include, but not necessarily be limited to, the following components:

1. Identifying and monitoring pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazards that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative cost-effective treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazardous effects to people and the environment.

## INTEGRATED PEST MANAGEMENT (continued)

Note: Education Code 17610.1 prohibits districts from using certain pesticides identified by DPR or EPA that have been granted only a conditional or interim registration or an experimental use permit, have had their registration cancelled or suspended, or are being phased out of use. A list of pesticides prohibited for use on school sites can be found on DPR's web site.

No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)

6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and **product** label directions ~~registered with the EPA as well as any disposal requirements indicated on the product label.~~

(cf. 3514 - Environmental Safety)  
(cf. 3514.1 - Hazardous Substances)

7. Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.
8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM **as described in the section "Training" below.**
9. **Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.**

### Training

Note: SB 1405 (Ch. 848, Statutes of 2014) added Education Code 17614 and Food and Agricultural Code 13186.5 to require that, beginning July 1, 2016, the IPM coordinator and any employee or contractor who ~~intends to apply a pesticide at a school site must annually complete a DPR-approved training course.~~

~~Beginning July 1, 2016, t~~The IPM coordinator and any employee or contractor who **intends may be designated** to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

(cf. 4231 - Staff Development)



## INTEGRATED PEST MANAGEMENT (continued)

**Any district employee who handles pesticides shall also receive pesticide-specific safety training prior to applying pesticides and annually thereafter in accordance with 3 CCR 6724.**

### Notifications

Note: Education Code 17612 requires the district to annually issue a written notification to employees and parents/guardians containing the information specified in items #1-6 below; see E 4112.9/4212.9/4312.9 - Employee Notifications and E 5145.6 - Parental Notifications. A sample notification is available on the DPR web site. Education Code 17612 clarifies that the district is not required to issue the notice through first-class mail unless no other method is feasible. Pursuant to Education Code 17612 and 48980.3, the district may satisfy this requirement by including the notification in its annual parental notification.

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school site in the upcoming year. The notification shall include at least the following: (Education Code 17612)

1. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it
2. The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184

Note: As amended by SB 1405 (Ch. 848, Statutes of 2014), Education Code 17612 requires the notification to include the information specified in items #3-4 below.

3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive prior notification of each application of a pesticide at the school site
6. Other information deemed necessary by the IPM coordinator

(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 3517 - Facilities Inspection)  
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)  
(cf. 5145.6 - Parental Notifications)

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual

## **INTEGRATED PEST MANAGEMENT** (continued)

pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

Note: Pursuant to Education Code 17611.5, as added by SB 1405 (Ch. 848, Statutes of 2014), whenever a school chooses to use a pesticide that is not exempted under Education Code 17610.5, the IPM plan must be posted on the school web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the plan must be included in the annual parental notification issued pursuant to Education Code 17612 as described above. The following paragraph may be revised to reflect district practice.

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. ~~The plan shall include the name of the school designee or IPM coordinator, the pesticides applied at the school site by school or district employees and hired pest control applicators, and a date when the plan shall be reviewed and updated as necessary.~~ When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

Note: Education Code 17612 exempts emergency conditions from strict compliance with the notification requirements. However, the IPM coordinator must make every effort to provide the required notification for an application of a pesticide under emergency conditions.

Whenever the IPM coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

### **Warning Signs**

Note: Education Code 17612 requires posting of a warning sign in each area of a school site where pesticides will be applied. A sample warning sign can be found on the DPR web site.

The IPM coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The

## **INTEGRATED PEST MANAGEMENT** (continued)

sign shall be posted at least 24 hours prior to the application and shall remain posted until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number
3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide **to protect the health and safety of students, staff, or other persons or the school site**, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

## **Records**

Note: Food and Agricultural Code 13186 requires pest control operators to report the use of pesticides at a school site to the county agricultural commissioner or director. Pursuant to Education Code 17611, **as amended by SB 1405 (Ch. 848, Statutes of 2014)**, any pesticide use that is not included in the report submitted pursuant to Food and Agricultural Code 13186 must be reported to **the** DPR by the school designee as provided below. The form that must be used for this report is available on DPR's web site.

At the end of each calendar year, the IPM coordinator shall submit to **the** DPR, on a form provided by **the** DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. **Such records may be maintained A school may meet this requirement** by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

*(cf. 1340 - Access to District Records)*  
*(cf. 3580 - District Records)*

## **INTEGRATED PEST MANAGEMENT (continued)**

### **Pesticide Use near School Site**

**Note: 3 CCR 6690-6692, as added by Register 2017, No. 45, prohibit the operator of the property (i.e., the grower) from making certain agricultural pesticide applications within one-quarter mile of a school site Monday through Friday between 6:00 a.m. and 6:00 p.m. Exceptions may apply based on the type of pesticide used, the application equipment used, and scheduled closures of the school, unless alternative restrictions are specified in a written agreement between the principal, grower, and county agricultural commissioner. Pursuant to 3 CCR 6692, a grower must notify the principal by April 30 each year, or within 30 days of a new purchase or lease of a field, regarding the pesticides that it expects to use within one-quarter mile of the school site from July 1 of the current year through June 30 of the subsequent year. The grower may use pesticides not listed in the annual notification as long as it amends the notification at least 48 hours before use. The following section addresses actions that the school may take upon receiving such notification, and may be revised to reflect district practice. Questions regarding pesticide safety should be directed to the county agricultural commissioner.**

**Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.**

**The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school activities are scheduled.**

*Legal Reference: (see next page)*

## INTEGRATED PEST MANAGEMENT (continued)

### *Legal Reference:*

#### BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

#### EDUCATION CODE

17366 Legislative intent (fitness of buildings for occupancy)

17608-17614 Healthy Schools Act of 2000

48980 Notice at beginning of term

48980.3 Notification of pesticides

#### BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

#### FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000

#### GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

6250-6270 California Public Records Act

#### CODE OF REGULATIONS, TITLE 3

6147 Pesticides exempted from registration requirements

**6690-6692 Pesticide use near school sites**

**6724 Training of employees handling pesticides**

#### CODE OF REGULATIONS, TITLE 8

340-340.2 Employer's obligation to provide safety information

#### UNITED STATES CODE, TITLE 7

136-136y Insecticide, Fungicide and Rodenticide Act

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION PUBLICATIONS

California School IPM Model Program Guidebook

**Healthy Schools Act Requirements for Public K-12 Schools**

**School District Integrated Pest Management Plan Template**

#### U.S. ENVIRONMENTAL PROTECTION AGENCY

Protecting Children in Schools from Pests and Pesticides, 2002

Pest Control in the School Environment: ~~Adopting~~ **Implementing** Integrated Pest Management (IPM).

**1993 May 2017**

#### WEB SITES

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

California Department of Pesticide Regulation, School IPM: <http://www.cdpr.ca.gov/schoolipm>

U.S. Environmental Protection Agency, Integrated Pest Management at Schools:

~~<http://www.epa.gov/pesticides/ipm>~~ **<https://www.epa.gov/managing-pests-schools>**

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### **Policy Reference UPDATE Service**

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# CSBA Sample

## Board Policy

### Business and Noninstructional Operations

BP 3551(a)

### FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to construct buildings. Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA. Authorized expenditures are defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

Note: Pursuant to 42 USC 1776, the USDA has established minimum professional standards for food service personnel. With approval from the CDE, more flexible standards may be used in districts with average daily attendance of less than 500 or in districts of any size when hiring a new acting food services director. For more information about professional standards for food service directors, see CDE's **Nutrition Services Division** Management Bulletin SNP-17-2016.

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773). Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see the CDE's web site.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

**Meal Sales**

**Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP/AR 3553 - Free and Reduced Price Meals.**

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

**Note:** ~~The following paragraph is optional.~~ Pursuant to Education Code 38082, the Governing Board may, ~~by formal adopt a resolution, to~~ authorize the serving of meals to **additional** persons other than those listed above. ~~In CDE's Nutrition Services Division Management Bulletin No. 00-111, the CDE states that the Board's policy or resolution must specify the circumstances under which means for serving those other persons will be served and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals.~~ **The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.**

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

**Note:** Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias, or other costs determined by Board resolution, pursuant to Education Code 38100).

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's **Nutrition Services Division** Management Bulletin USDA-SNP-16-2012.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. **Pursuant to CDE Management Bulletin SNP 03 2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified.** See the accompanying administrative regulation for additional language fulfilling this mandate. **Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must make the meal charge policy public.**

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, **and The Such procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures and related district policies to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.** The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified. **In addition, Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students.**

**The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)**

Note: Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

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

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*



## FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

### Cafeteria Fund

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

Note: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

~~**OPTION 1:** The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)~~

**OPTION 2:** The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

*(cf. 3230 - Federal Grant Funds)*

*(cf. 3400 - Management of District Assets/Accounts)*

*(cf. 3460 - Financial Reports and Accountability)*

### Contracts with Outside Services

Note: The following section is **optional**. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of the CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

## FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

### Procurement of Foods, Equipment and Supplies

Note: The following ~~section is two paragraphs reflect requirements~~ for districts participating in the National School Lunch and/or Breakfast Program ~~(42 USC 1751-1769; 1773)~~. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. This provision indicates that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to USDA Memorandum SP-24-2016, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA Memorandum ~~SP-24-2016~~ **SP 38-2017**. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

**Pursuant to Education Code 49563, as added by SB 730 (Ch. 571, Statutes of 2017), the CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.**

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

~~Note: The following paragraph reflects limited exceptions to the Buy American requirement, as described in USDA Memorandum SP 24 2016. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).~~

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the **use of the** exception.

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

**Note:** Pursuant to Food and Agriculture Code 58595, as added by AB 822 (Ch. 785, Statutes of 2017), a district that solicits bids for the purchase of an agricultural product must give preference for California-grown agricultural products, with certain conditions, as provided below.

**Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)**

**Note:** Pursuant to Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

**Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)**

### **Program Monitoring and Evaluation**

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

**Note:** The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See the CDE's nutrition services web site for a current list of documents that may be requested for the review.

During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, **unpaid meal charges**, and guidelines for continually notifying parents/guardians of these policies. **USDA Memorandum SP-23-2017 adds a requirement to maintain and submit the district's policy on unpaid meal charges to the CDE during the Administrative Review.**

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

(cf. 3555 - Nutrition Program Compliance)

### *Legal Reference:*

#### EDUCATION CODE

38080-38086 Cafeteria, establishment and use  
38090-38095 Cafeterias, funds and accounts  
38100-38103 Cafeterias, allocation of charges  
42646 Alternate payroll procedure  
45103.5 Contracts for management consulting services; restrictions  
49490-49493 School breakfast and lunch programs  
49500-49505 School meals  
49554 Contract for services  
49550-~~49562~~ **49564.5** Meals for needy students

#### **49580-49581 Food recovery program**

#### FOOD AND AGRICULTURE CODE

**58595 Preference for California-grown agricultural products**

#### HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

#### PUBLIC CONTRACT CODE

**2000-2002 Responsive bidders**

#### **20111 Contracts**

#### CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

#### UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

#### CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

#### **200.318-200.326 Procurement standards**

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

**Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018**

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, **NSD** Management Bulletin, SNP-03-2017, April 2017

*Management Resources continued: (see next page)*

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

### *Management Resources: (continued)*

#### *CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)*

*Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin USDA-SNP-06-2015, May 2015*

*Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013*

*Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012*

*Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, Management Bulletin USDA FDP 02-2010, August 2010*

*Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000*

#### *U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS*

*FAQs About School Meals*

*Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017*

*Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016*

*Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016*

*Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016*

*Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016*

*Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*

#### *WEB SITES*

*California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>*

*California School Nutrition Association: <http://www.calsna.org>*

*U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>*

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### **Policy Reference UPDATE Service**

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# CSBA Sample

## Administrative Regulation

### Business and Noninstructional Operations

AR 3551(a)

#### FOOD SERVICE OPERATIONS/CAFETERIA FUND

**Note: Districts that have one or more high-poverty schools operating under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school, should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.**

#### Payments for Meals

Note: State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) **Nutrition Services Division** Management Bulletin SNP-06-2015 clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day. ~~Payment policies for full-price meals are at the discretion of the district and may include decisions on whether or not to extend credit or provide an alternate meal to students in the event of nonpayment.~~

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. Districts that choose to do so may modify the following paragraph accordingly. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the CDE's **Nutrition Services Division** Management Bulletin and the USDA's "FAQs About School Meals" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

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

*(cf. 3552 - Summer Meal Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

Note: The CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable. Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a **parent notification** system for **notifying parents/guardians** when a student's meal payment account has a low or negative balance.

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

According to the USDA's Memorandum SP-23-2017, ~~beginning in the 2017-18 school year and each year thereafter,~~ the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's **Nutrition Services Division** Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

*(cf. 1113 - District and School Web Sites)*

*(cf. 5145.6 - Parental Notifications)*

Note: The following **optional** paragraph may be revised to reflect district practice. According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program (~~42 USC 1751-1769j, 1773~~) and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved; (2) issues at least one advance warning to the student or his/her parent/guardian prior to refusing to issue a replacement ticket; and (3) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.



**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Note: Pursuant to CDE's **Nutrition Services Division** Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

**Unpaid and Delinquent Meal Charges**

Note: **The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program.**

Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. **Such policy may allow students to charge all types of reimbursable meals, impose a limit on charges, provide students paying full price with alternate meals, and/or allow neither meal charges nor alternative meals.** Such policy may be consistent for all students or vary by grade level. The following **paragraphs should section may** be revised to reflect district practice. **Also see the accompanying Board policy.**

**Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), the district must notify parents/guardians within 10 days of a negative balance in their child's school meal account. Prior to sending the notification to the parent/guardian, the district must exhaust all options and methods to certify the student for free or reduced-price meals. The district is required to reimburse**



**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

meal fees paid by the parent/guardian during any time that the student would have been eligible for free or reduced-price meals, to the extent that the expense is reimbursable under the National School Lunch Program.

At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

~~Students and their parents/guardians shall be notified whenever their account has a low or negative balance. Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.~~

~~In cases of repeated nonpayment by a student, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced price meals or need referral to social services.~~

Note: Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), prohibits the use of a debt collector to collect unpaid school meal fees.

**The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)**

Note: The following **optional** paragraph reflects CDE guidance in its **Nutrition Services Division** Management Bulletin SNP-03-2017.

The Superintendent or designee may enter into a repayment plan an agreement with a student's parents/guardians for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

**The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)**

**FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

Note: CDE's **Nutrition Services Division** Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

Note: Pursuant to CDE's **Nutrition Services Division** Management Bulletins SNP 06-2015 and SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

**Reimbursement Claims**

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to **the** CDE using the online Child Nutrition Information and Payment System.

**Donation of Leftover Food**

Note: The following section is optional and may be revised to reflect district practice. Health and Safety Code 114079, as amended by SB 557 (Ch. 285, Statutes of 2017), authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization.

**To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)**

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)

**Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)**

**Cafeteria Fund**

Note: Education Code 38091 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

*(cf. 3100 - Budget)*

*(cf. 3300 - Expenditures and Purchases)*

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

*(cf. 3110 - Transfer of Funds)*

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

## **FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**

Note: Pursuant to 7 CFR 210.7 and 220.14, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. The spending plan developed by the district under such circumstances must be approved by the CDE.

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

## **U.S. Department of Agriculture Foods**

Note: The following **optional** section is for use by districts that participate in the National School Lunch Program and receive foods from the USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

**FOOD SERVICE OPERATIONS/CAFETERIA FUND** (continued)**Contracts with Outside Services**

Note: The following **optional** section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts in the district; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

*(cf. 3312 - Contracts)*

*(cf. 3515.6 - Criminal Background Checks for Contractors)*

*(cf. 3600 - Consultants)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4212 - Appointments and Conditions of Employment)*

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# CSBA Sample

## Board Policy

### Business and Noninstructional Operations

BP 3553(a)

### FREE AND REDUCED PRICE MEALS

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to **low-income needy** students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program **(42 USC 1751-1769j, 1773)** may receive **a higher reimbursement rate** for free and reduced-price meals **at a higher rate** than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is **mandated** for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

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

*(cf. 3552 - Summer Meal Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6177 - Summer Learning Programs)*

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

## **FREE AND REDUCED PRICE MEALS (continued)**

**Note: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.**

**If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced-price meals, student eligibility, and the application process.**

**To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.**

**If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)**

**Note: In order to be reimbursed for free and reduced-price meals, a school must meet federal and/or state nutritional guidelines in 7 CFR 210.10 and 220.8 and Education Code 49430 and 49430.7, as described in AR 3550 - Food Service/Child Nutrition Program.**

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

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

**Note: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. The following **optional** paragraph is for use by districts that choose to provide free milk to eligible students.**

**FREE AND REDUCED PRICE MEALS** (continued)

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

Note: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

The Board shall approve, and shall submit to the **California Department of Education CDE** for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

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

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

**Confidentiality/Release of Records**

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

*(cf. 5125 - Student Records)*

Note: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the **Governing** Board. Districts wishing to use free and reduced-price meal records for the following purposes are **mandated** by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

*(cf. 6162.51 - State Academic Achievement Tests)*

Note: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES. **In lieu of SES, beginning in the 2016-17 school year, districts are required pursuant to the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan to provide alternative supports, defined and administered by the district, to eligible students (i.e., students who would have been eligible for**



**FREE AND REDUCED PRICE MEALS** (continued)

SES in schools with the greatest need). See BP/AR 0520.2 ~~Title I Program Improvement Schools and BP 6179 Supplemental Instruction~~. Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. and does not expressly authorize the use of free and reduced-price meal information to determine students' eligibility for alternative supports, CSBA believes that the use of such information would be necessary to determine student's eligibility for alternative supports. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

2. Identification of students eligible for ~~alternative supports in any school identified as a Title I program improvement school services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576~~

~~(cf. 0520.2 - Title I Program Improvement Schools)~~  
~~(cf. 6171 - Title I Programs)~~

Note: According to CDE Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining students' eligibility. The district may provide only the student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another

**FREE AND REDUCED PRICE MEALS** (continued)

nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

*Legal Reference:*EDUCATION CODE

48980 Notice at beginning of term

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-~~49562~~ **49564.5** Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act

**6301-6576 Elementary and Secondary Education Act**

~~6301-6514 Title I programs~~

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

WELFARE AND INSTITUTIONS CODE

~~14005.41 Basic health care~~

*Management Resources: (see next page)*

## FREE AND REDUCED PRICE MEALS (continued)

### Management Resources:

#### CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

#### CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

NSD SNP 12 2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015

USDA SNP 07 2010 Change in Free and Reduced Price Meal Application Approval Process, September 2010

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Direct Certification Implementation Checklist, May 2008

Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018

#### U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

#### WEB SITES

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

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <https://cfpa.net>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

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### Policy Reference UPDATE Service

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# CSBA Sample

## Administrative Regulation

### Business and Noninstructional Operations

AR 3553(a)

### FREE AND REDUCED PRICE MEALS

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1758 1751-1769j, 1773) and/or the State Meal Program (Education Code 49490-49494).

### Applications

Note: The California Department of Education's (CDE) Management Bulletin USDA-SNP-07-2010 clarifies that it is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 3551 - Food Service Operations/Cafeteria Fund)  
(cf. 3552 - Summer Meal Program)

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph **is optional. may be revised to reflect district practice.** In addition to the paper application form described above, Education Code 49557, **as amended by SB 708 (Ch. 390, Statutes of 2015),** authorizes districts to make the application for free or reduced-price meals available online, **provided that it complies with specified requirements. Any such online application must comply with specific requirements, including, but not limited to, the provision of clear instructions for families that are homeless or are migrants.**

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

**FREE AND REDUCED PRICE MEALS** (continued)

Note: According to the U.S. Department of Agriculture's Eligibility Manual for School Meals: Determining and Verifying Eligibility, households enrolling a new student after the start of the school year must also be provided an application and related materials.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

**Eligibility**

Note: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site.

Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements.

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Note: **In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application.** For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.

Pursuant to 42 USC 1758 **and 7 CFR 245.6**, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 **and 7 CFR 245.6** also authorizes, but does not require, districts to directly certify **as eligible a any** student who is homeless, migratory, **or** a foster youth, **or enrolled in a Head Start program.** Education Code 49562, as amended by SB 138 (Ch. 724, Statutes of 2017), also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals, beginning with participation data from the 2017-18 school year as provided by CDE.

~~For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil~~

**FREE AND REDUCED PRICE MEALS** (continued)

Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data. Pursuant to Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified. Further information about direct certification and other eligibility issues is available in the USDA's Eligibility Guidance for School Meals Manual.

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

When authorized by law, participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

**Verification of Eligibility**

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

**FREE AND REDUCED PRICE MEALS** (continued)

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

**Confidentiality/Release of Records**

Note: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing district employees to use individual **student** records ~~of students eligible for~~ **compiled in the administration of** the free and reduced-price meals program for the purpose of disaggregation of academic achievement data ~~and, although not expressly authorized by law, for the identification of students eligible for alternative supports in schools identified for program improvement and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.~~ See the accompanying Board policy and BP/AR 0520.2 ~~Title I Program Improvement Schools.~~ **The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.**

It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meals program for the purpose of disaggregation of academic achievement data ~~or for the identification of students who are eligible for alternative supports in a Title I program improvement school; and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.~~

Title 1 Coordinator  
(title or position)

In using the records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

## **FREE AND REDUCED PRICE MEALS** (continued)

1. No individual indicators of participation in the free and reduced-price meals program are maintained in the permanent records of any student if not otherwise allowed by law.

*(cf. 5125 - Student Records)*

2. Information regarding individual student participation in the free and reduced-price meals program is not publicly released.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meals program is destroyed when no longer needed for its intended purpose.

## **Nondiscrimination Plan**

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

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

*(cf. 3555 - Nutrition Program Compliance)*

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)



**FREE AND REDUCED PRICE MEALS** (continued)

**Prices**

Note: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1758 and 1773.
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The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

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# CSBA Sample

## Board Policy

All Personnel

BP 4111(a)

4211

RECRUITMENT AND SELECTION

4311

Note: The following **optional** policy may be revised to reflect district practice and ~~any~~-related provisions of collective bargaining agreements.

The Governing Board should ensure that district hiring procedures are designed to ~~minimize~~ **avoid liability for negligent hiring** ~~the possibility of hiring unsuitable or undesirable individuals to avoid liability for negligent hiring.~~ In *C.A. v. William S. Hart Union High School District*, the California Supreme Court held that ~~defendant district could be a~~ **district can be held** vicariously liable for ~~the~~ negligence of its administrators and supervisors in the hiring, retention, and supervision of a counselor who sexually harassed and/or abused a student.

The Governing Board is committed to employing suitable, qualified individuals to **effectively** carry out the district's **vision, mission, and goals.** ~~to provide high quality education to its students and to ensure the efficiency of district operations.~~

*(cf. 0000 - Vision)*

*(cf. ~~0100~~ 0200 - Goals for the School District)*

*(cf. 4000 - Concepts and Roles)*

*(cf. 4100 - Certificated Personnel)*

*(cf. 4200 - Classified Personnel)*

*(cf. 4300 - Administrative and Supervisory Personnel)*

The Superintendent or designee shall develop **equitable,** fair, ~~open,~~ and transparent recruitment and selection processes and procedures **which that** ensure ~~that~~ individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

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

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)*

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she ~~also~~ shall **also** disseminate job announcements to ensure a wide range of candidates.

Note: The following **optional** paragraph should be revised to reflect district practice. AB 97 (Ch. 47, Statutes of 2013) redirected funding for the Professional Development Block Grant (Education Code 41530-41533), which allowed funding to be used for purposes of the Teaching as a Priority block grant including incentives to recruit or retain credentialed teachers in schools ranked in the bottom half of the Academic Performance Index, into the local control funding formula. At their discretion, districts may continue to offer incentives (e.g., signing bonuses, improved work conditions, additional compensation, housing subsidies) to recruit teachers, administrators, or other employees in accordance with district needs

## RECRUITMENT AND SELECTION (continued)

With Board approval, the Superintendent or designee may provide incentives to recruit teachers, administrators, or other employees to work in low-performing schools or in hard-to-fill positions.

*(cf. 4113 - Assignment)*

The district's selection procedures shall include screening processes, interviews, **observations**, ~~and~~ recommendations from previous employers, **and observations when appropriate**, as necessary to identify the best possible candidate for a position.

*(cf. 4112.61/4212.61/4312.61 - Employment References)*

The Superintendent or designee may establish an interview committee, ~~as appropriate~~, to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

*(cf. 2230 - Representative and Deliberative Groups)*

~~During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.~~ No inquiry shall be made with regard to any ~~category of discrimination information~~ prohibited by state or federal **nondiscrimination** laws.

**Note: Labor Code 432.3, as added by AB 168 (Ch. 688, Statutes of 2017), prohibits districts from seeking a job applicant's salary history information and from relying on salary history as a factor in determining whether to offer employment to an applicant or the salary to offer. However, if the applicant discloses salary history information voluntarily and without prompting, the district is not prohibited from considering or relying on such information in determining the salary for that applicant. Labor Code 432.3 is not applicable to salary history information that is disclosable pursuant to the California Public Records Act (Government Code 6250-6270) or the Freedom of Information Act (5 USC 552).**

**The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)**

**Note: The following paragraph should be modified to reflect district practice.**

## RECRUITMENT AND SELECTION (continued)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

*(cf. 4112 - Appointment and Conditions of Employment)*  
*(cf. 4112.2 - Certification)*  
*(cf. 4112.22 - Staff Teaching English Learners)*  
*(cf. 4112.23 - Special Education Staff)*  
*(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)*  
*(cf. 4212 - Appointment and Conditions of Employment)*  
*(cf. 4312.1 - Contracts)*

### Incentives

**Note: The district may offer incentives (e.g., signing bonuses, assistance with beginning teacher induction costs, assistance with the process of obtaining a clear credential including covering credential costs, a mentoring program, additional compensation, and/or subsidized housing) to recruit teachers, administrators, or other employees in accordance with district needs.**

**AB 99 (Ch. 15, Statutes of 2017) establishes the California Educator Development (CalED) grant program to assist districts with attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders.**

**Health and Safety Code 53573 permits districts to establish and implement programs that address the housing needs of teachers and other district employees who face challenges in securing affordable housing. Health and Safety Code 53574 enables housing projects on district property restricted to rentals for district employees to qualify for both federal and state low-income housing tax credits.**

**The following optional section may be revised to reflect local incentive programs.**

**With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.**

*Legal Reference: (see next page)*

## RECRUITMENT AND SELECTION (continued)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

**35035 Responsibilities of superintendent**

~~41530-41533 Professional Development Block Grant~~

44066 Limitations on certification requirement

44259 Teaching credential; exception; designated subjects; minimum requirements

~~44735 Teaching as a Priority block grant~~

~~44740-44741 Personnel management assistance teams~~

44750 Teacher recruitment resource center

44830-44831 Employment of certificated persons

44858 Age or marital status in certificated positions

44859 Prohibition against certain rules and regulations re: residency

45103-45139 Employment (classified employees)

49406 Examination for tuberculosis

#### GOVERNMENT CODE

815.2 Liability of public entities and public employees

**6250-6276.48 Public Records Act**

12900-12996 Fair Employment and Housing Act, including:

12940-~~12956~~ **12957** Discrimination prohibited; unlawful practices

#### HEALTH AND SAFETY CODE

**53570-53574 Teacher Housing Act of 2016**

#### LABOR CODE

**432.3 Salary information**

#### UNITED STATES CODE, TITLE 5

**552 Freedom of Information Act**

#### UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens

1324b Unfair immigration related **employment** practices

#### UNITED STATES CODE, TITLE 20

**1681-1688 Title IX prohibition against discrimination**

#### UNITED STATES CODE, TITLE 42

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

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

~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~

12101-12213 Americans with Disabilities Act

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

#### CODE OF FEDERAL REGULATIONS, TITLE 34

**106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities**

#### COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources: (see next page)

## RECRUITMENT AND SELECTION (continued)

### *Management Resources:*

#### **CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS**

**Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017**

#### **WEB SITES**

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

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

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

Education Job Opportunities Information Network: <http://www.edjoin.org>

Teach USA: ~~<http://www.calteach.org>~~ **<https://culturalvistas.org/programs/us/teach-usa>**

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

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# CSBA Sample

## Board Policy

All Personnel

BP 4119.11(a)

4219.11

**SEXUAL HARASSMENT**

4319.11

Note: Education Code 231.5 **mandates** the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment.

Generally, courts recognize two types of conduct as constituting sexual harassment. "Quid Pro Quo" ("this for that") sexual harassment is considered to have occurred when a person in a position of authority makes another individual's educational or employment benefits conditional upon that other person's willingness to engage in unwanted sexual behavior (e.g., promising a promotion for sex). "Hostile environment" sexual harassment, on the other hand, is conduct by the perpetrator that is so severe, persistent, or pervasive that it creates a hostile, intimidating, or abusive educational or professional environment for another. Sexual harassment also covers retaliatory behavior against a complainant, witness, or other participant in the complaint process. Pursuant to Government Code 12940 and 2 CCR 11009, ~~as amended by Register 2015, No. 50~~, interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.

Sexual harassment is prohibited pursuant to Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (~~42 USC 2000h-2-2000h-6~~ **20 USC 1681-1688**), as well as the California Fair Employment and Housing Act, (~~Government Code 12900-12996~~).

Pursuant to Government Code 12940, employers may be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

~~The Governing Board prohibits sexual harassment of district employees. The Board also prohibits~~ **The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and** retaliatory behavior or action against ~~district employees or other~~ **any** persons who complains, ~~testify~~ **testifies**, or otherwise participates in the complaint process established ~~pursuant to~~ **for the purpose of** this policy ~~and accompanying administrative regulation.~~

**Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.**

This policy shall apply to all district employees and, ~~when applicable,~~ to **other persons on district property or with some employment relationship with the district, such as** interns, volunteers, **contractors**, and job applicants.

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

(cf. 4030 - Nondiscrimination in Employment)

## SEXUAL HARASSMENT (continued)

Note: In addition to district ~~sanction against~~ **discipline imposed on** employees who engage in sexual harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

(cf. 4117.7/4317.7 - *Employment Status Reports*)

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

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

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined measures that may ~~enable employers to reduce~~ **constitute mitigating factors in the assessment of** damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing ~~the~~ policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court ~~has held~~ in Burlington Industries v. Ellerth, **held** that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

Pursuant to Government Code 12950.1, employers with 50 or more employees are required to provide two hours of sexual harassment training to supervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to ~~staff~~ **employees and others to whom the policy may apply**

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments



## SEXUAL HARASSMENT (continued)

Note: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance Promising Practices for Preventing Harassment and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

~~All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)~~

### Sexual Harassment Reports and Complaints

Note: Pursuant to 2 CCR 11034, ~~as amended by Register 2015, No. 50,~~ the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. In addition, as part of its affirmative duty to prevent sexual harassment, the district is required pursuant to 2 CCR 11023, ~~as amended by Register 2015, No. 50,~~ to instruct supervisors to report complaints.

Any district employee who feels that he/she has been sexually harassed **in the performance of his/her district responsibilities** or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her **direct** supervisor, **another supervisor, the principal, district administrator, the district's coordinator for nondiscrimination, or the Superintendent, or, if available, a complaint hotline or an ombudsman.** A supervisor, ~~principal, or other district~~ administrator who receives a harassment complaint shall promptly notify the **coordinator. Superintendent or designee.**

Note: In Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

Complaints of sexual harassment shall be filed **and investigated** in accordance with **the complaint procedure specified in** AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

## SEXUAL HARASSMENT (continued)

**All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)**

~~Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.~~

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

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

~~Note: In addition to district sanction against employees who engage in sexual harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).~~

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

#### GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

#### **12950 Sexual harassment; distribution of information**

12950.1 Sexual harassment training

#### LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

#### CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

#### CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

#### **UNITED STATES CODE, TITLE 20**

#### **1681-1688 Title IX prohibition against discrimination**

#### UNITED STATES CODE, TITLE 42

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

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

~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~

Legal Reference continued: (see next page)

## SEXUAL HARASSMENT (continued)

### Legal Reference: (continued)

#### CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities

106.9 Dissemination of policy

#### COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

### Management Resources:

#### OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January 1999

#### U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

#### WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>

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### Policy Reference UPDATE Service

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# CSBA Sample

## Administrative Regulation

All Personnel

AR 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

Note: The following administrative regulation is **mandated** pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). The focus of this administrative regulation is on sexual harassment by and of employees. Pursuant to Government Code 12940 and 2 CCR 11009, **as amended by Register 2015, No. 50**, interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.

For information related to sexual harassment involving students, see BP/AR 5145.7 - Sexual Harassment.

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

### Definitions

Note: In Oncale v. Sundowner Offshore Services, Inc., the U.S. Supreme Court held that same-sex sexual harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17).

*Prohibited sexual harassment* includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Note: Pursuant to Government Code 12940, conduct may meet the definition of sexual harassment regardless of whether or not the alleged harasser is motivated by sexual desire for the victim.

*Prohibited sexual harassment* also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

## SEXUAL HARASSMENT (continued)

Note: Pursuant to Government Code 12940, the district may be held liable for sexual harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that sexual harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

## Training

Note: The following paragraph is consistent with a district's affirmative duty to protect its employees from sex discrimination, including sexual harassment, pursuant to 2 CCR 11023, ~~as added by Register 2015, No. 50~~. **In its informal guidance, Promising Practices for Preventing Harassment, the U.S. Equal Employment Opportunity Commission recommends that employers provide sexual harassment training to all employees, not just supervisors and managers.** In addition, since BP/AR 5145.7 - Sexual Harassment requires employees to report sexual harassment against students, training **such** employees to recognize and address sexual harassment incidents furthers the district's interest in protecting both employees and students against prohibited conduct. Thus, it is strongly recommended that districts periodically provide sexual harassment training or information to all their employees, especially those who work at school sites.

Provision of periodic training to all district employees could also help foster a positive work environment and mitigate damages against a district in the event of sexual harassment litigation. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court held that employers that have taken reasonable steps to prevent and correct workplace sexual harassment may be able to reduce damages in the event of a lawsuit. Such steps may include establishing anti-harassment policies and communicating those policies to employees.

## SEXUAL HARASSMENT (continued)

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include **how to recognize prohibited or harassing conduct**, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. **The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.**

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.7 - Sexual Harassment)

Note: **The remainder of this section is for use by districts with 50 or more employees. Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment suits. Additionally, provision of supervisor training may be a factor in determining whether a district has taken reasonable steps to prevent discrimination and harassment pursuant to Government Code 12940.**

Government Code 12950.1 requires **such** districts **with 50 or more employees** to provide two hours of sexual harassment training and education once every two years to every supervisory employee, defined as any employee with the authority to take employment action, including hiring, transferring, suspending, and disciplining other employees, or recommend such action if the exercise of that authority is not merely routine or clerical in nature. All newly hired supervisors or employees promoted to a supervisory position must receive the training within six months of their hire or assumption of the supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

Governing Board members, as elected officials, are not usually considered "supervisors"; however, since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive sexual harassment training. Districts should consult with legal counsel to ensure that the appropriate individuals receive training.

**Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment lawsuits. Additionally, The provision of supervisor training may also be a factor in determining whether a district has taken reasonable steps to prevent discrimination and harassment pursuant to Government Code 12940. Therefore, it is recommended that all districts, regardless of the number of employees, provide sexual harassment training. Districts with fewer than 50 employees that do not provide sexual harassment training may revise the remainder of this section to reflect district practice.**

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

## **SEXUAL HARASSMENT** (continued)

A *supervisory employee* is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

Note: Government Code 12950.1 and 2 CCR 11024, <del>as amended and renumbered by Register 2015, No. 50,</del> require that the training for supervisory employees contain specified components and be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.
---

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability
2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed

## **SEXUAL HARASSMENT** (continued)

6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

**Note: Item #8 below is required pursuant to Government Code 12950.1, as amended by SB 396 (Ch. 858, Statutes of 2017).**

### **8. Practical examples of harassment based on gender identity, gender expression, and sexual orientation**

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

## **Notifications**

Note: Education Code 231.5 requires that the district provide copies of its policy on sexual harassment to staff, as specified below. In addition, 2 CCR 11024 requires that supervisory employees undergoing mandatory training receive a copy of the district's policy and acknowledge receipt of the policy; see item #6 in the section "Training" above.

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct



## SEXUAL HARASSMENT (continued)

Note: Government Code 12950 requires the Department of Fair Employment and Housing (DFEH) to develop posters and an information sheets on employment discrimination and the illegality of sexual harassment. These documents are This document is available on DFEH's web site.

All employees shall receive either a copy of an information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

Note: Government Code 12950, as amended by SB 396 (Ch. 858, Statutes of 2017), requires districts to post, in a prominent and accessible location, a poster developed by DFEH regarding transgender rights. This poster is available on DFEH's web site.

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment, and the DFEH poster regarding transgender rights. (Government Code 12950)

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### Policy Reference UPDATE Service

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# CSBA Sample

## Administrative Regulation

Certificated Personnel

AR 4161.1(a)  
4361.1

### PERSONAL ILLNESS/INJURY LEAVE

Note: The following administrative regulation is subject to collective bargaining. Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that an employee accrues at least 24 hours of sick leave or paid time off by the 120th calendar day of his/her employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and **only** district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets all the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces, Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

### Use of Sick Leave

**Note: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.**

Certificated employees may use sick leave for absences due to:

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

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

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

3. Personal necessity (Education Code 44981)

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

Note: <b>Optional</b> item #4 below may be revised as desired to specify a different minimum increment for sick leave.
--

4. Medical and dental appointments, in increments of not less than one quarter hour.
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

*(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

<b>Note: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child, if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.</b>
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<b>Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.</b>
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<b>For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.</b>
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6. **Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)**

## PERSONAL ILLNESS/INJURY LEAVE (continued)

Note: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit them to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in items ~~#6-7~~ **#7-8** below.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in item ~~#6~~ **7** below, Labor Code 245.5 defines "family member" as an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with item ~~#7~~ **8** below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

- ~~6.7.~~ Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
- ~~7.8.~~ Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items ~~#6-7~~ **7-8**, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

Note: The following paragraph is **optional**.

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

Note: The following **optional** paragraph may be revised to reflect district practice.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

## PERSONAL ILLNESS/INJURY LEAVE (continued)

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

Note: Pursuant to Education Code 44979-44980, a certificated employee is entitled to have his/her accumulated sick leave transferred with him/her in the circumstances specified in the following **optional** paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

### Additional Leave for Disabled Military Veterans

Note: Education Code 44978.2, ~~as added by SB 1180 (Ch. 728, Statutes of 2016), as amended by SB 731 (Ch. 597, Statutes of 2017),~~ provides that an employee ~~hired on or after January 1, 2017,~~ who is a military veteran ~~or a former or current member of the California National Guard or federal reserve component with a~~ **former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component** ~~with a~~ **a military service-connected disability** (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher) ~~is entitled to additional sick leave with pay for up to 10 days for the purpose of undergoing medical treatment for~~ **is entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment,** ~~with a qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher). As amended, Education Code 44978.2 provides that credit for such leave begins on either the effective date of the employee's disability rating decision from the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. Such leave may only be taken during the first year of employment for the purpose of undergoing medical treatment, as specified below.~~ **for his/her a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs.**

In addition to any other entitlement for sick leave with pay, a **newly hired** certificated employee who is a ~~military veteran with~~ **former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component** ~~a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs~~ shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, **including mental health treatment,** ~~for his/her a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs.~~ **employed who works** less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 44978.2)

## PERSONAL ILLNESS/INJURY LEAVE (continued)

The amount of leave shall be credited to the employee **either** on the **first day of employment and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)**

Note: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall **remain be available for the following 12 months of employment following the first date that the leave was credited.** Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

## Notification of Absence

Note: The following **optional** section may be revised to reflect district practice.

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

## PERSONAL ILLNESS/INJURY LEAVE (continued)

### Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Note: Pursuant to Education Code 44977, an employee who is absent for up to five months after exhausting all his/her available sick leave must receive his/her regular salary minus the cost of a substitute. Option 1 below reflects this requirement. However, Education Code 44983 provides that Education Code 44977 does not apply to those districts that adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. Option 2 below is for use by districts that choose to specify such a level of compensation; these districts are mandated to adopt a rule to this effect.

When an employee is absent for a period of more than five months, or is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from his/her salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations. **If not covered in the district's negotiated bargaining agreement, the district may add provisions to this section reflecting salary deductions for employees absent longer than five months.**

#### **OPTION 1:**

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent from his/her duties for an additional period of up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Note: Option 2 below is **mandated** for use by districts that choose to provide employees at least 50 percent of their regular salary during the period of absence pursuant to Education Code 44983. The following paragraph specifies 50 percent and should be modified by districts that have set a higher percentage.

#### **OPTION 2:**

~~After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, he/she shall receive 50 percent of his/her regular salary during the additional period of absence. (Education Code 44983)~~

## PERSONAL ILLNESS/INJURY LEAVE (continued)

### Absence Beyond Five-Month Period/Reemployment List

Note: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977. Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence.

Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult legal counsel before changing its policy or practices.

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

### Differential Pay for Parental Leave

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights. Pursuant to Education Code 44977.5, as amended by AB 2393 (Ch. 883, Statutes of 2016), the district is required to provide differential pay to a certificated employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), pursuant to Government Code 12945.2 (California Family Rights Act). Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

As amended, Education Code 44977.5 provides that such parental leave will run concurrently with parental leave taken pursuant to Government Code 12945.2. However, unlike leave taken pursuant to Government Code 12945.2 or 12945.6, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.



## PERSONAL ILLNESS/INJURY LEAVE (continued)

During each school year, ~~any a~~ certificated employee ~~who has exhausted~~ **may use** all available sick leave, including accumulated sick leave, ~~and continues to be absent on account of parental leave (baby bonding) pursuant to Government Code 12945.2 shall receive differential pay for the purpose of parental leave for a period~~ up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. **(Education Code 44977.5)**

Note: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for ~~parental leave pursuant to Education Code 44977.5~~ **such leave** shall not require 1,250 hours of service with the district during the previous 12 months. **(Education Code 44977.5)**

Note: Pursuant to Education Code 44977.5, ~~as amended by AB 2393 (Ch. 883, Statutes of 2016),~~ the district is required to provide differential pay to a certificated employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave ~~for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding),~~ pursuant to Government Code 12945.2 ~~(California Family Rights Act).~~ Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

**Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), it is unclear whether such employees would be entitled to differential pay. Districts should consult legal counsel if they have questions regarding differential pay for such employees.**

**An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 44977.5)**

~~Such p~~**Parental leave taken pursuant to Education Code 44977.5** shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 **or 12945.6**, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. **(Education Code 44977.5; Government Code 12945.2, 12945.6)**

## Verification Requirements

Note: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-

## PERSONAL ILLNESS/INJURY LEAVE (continued)

recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in **negotiated bargaining** agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5, the paid sick leave law. Because the paid sick leave law is silent on requests for verification, and actually requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (items **#6-7 7-8** in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult legal counsel.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

## **Healthy Workplaces, Healthy Families Act Requirements**

Note: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this new law should consult its legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
  - a. That an employee is entitled to accrue, request, and use paid sick days
  - b. The amount of sick days provided by Labor Code 245-249
  - c. The terms of use of paid sick days
  - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

*Legal Reference:*

EDUCATION CODE

44964 Power to grant leave of absence in case of illness, accident, or quarantine  
44965 Granting of leaves of absence for pregnancy and childbirth  
44976 Transfer of leave rights when school is transferred to another district  
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted  
44977.5 Differential pay during parental leave up to 12 weeks after sick leave is exhausted  
44978 Provisions for sick leave of certificated employees  
44978.1 Inability to return to duty; placement in another position or on reemployment list  
44978.2 Leave for military service connected disability  
44979 Transfer of accumulated sick leave to another district  
44980 Transfer of accumulated sick leave to a county office of education  
44981 Leave of absence for personal necessity  
44983 Exception to sick leave when district adopts specific rule  
44984 Industrial accident or illness  
44986 Leave of absence for disability allowance applicant

GOVERNMENT CODE

**12945.1-12945.2 California Family Rights Act**

**12945.6 Parental leave**

LABOR CODE

220 Sections inapplicable to public employees  
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off  
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off  
233 Illness of child, parent, spouse or domestic partner  
234 Absence control policy  
245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 29

**2601-2654 Family and Medical Leave Act of 1993, as amended**

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

*Legal Reference continued: (see next page)*

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

*Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

# CSBA Sample

## Administrative Regulation

All Personnel

AR 4161.8(a)

4261.8

4361.8

### FAMILY CARE AND MEDICAL LEAVE

Note: The following **optional** administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under California law, **a female an** employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

As amended by **AB 1556 (Ch. 799, Statutes of 2017), Government Code 12945 and 12945.2 delete references to females with regard to pregnancy disability leave and clarify that all employees are protected against pregnancy discrimination regardless of their gender identity.**

The district shall not deny any eligible employee **his/her the** right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) **or nor** restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

### Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

*Child (son or daughter)* means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in *loco parentis*, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

*Eligible employee for FMLA and CFRA purposes* means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

*Employee disabled by pregnancy* means ~~a woman who, in the opinion of her~~ **an employee whose** health care provider **states that the employee** is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of ~~her~~ **the** job or to perform any of them without undue risk to ~~herself-the employee or other persons or to her~~ **the** pregnancy's successful completion, ~~or to other persons~~
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

*Parent* means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

**Note: 2 CCR 11087, effective July 1, 2015, clarifies that a "serious health condition" could arise from injuries that are not work-related and includes treatment for substance abuse.**

*Serious health condition* means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

*Incapacity* means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
  - a. A period of incapacity of more than three consecutive full days
  - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
  - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
  - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
  - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

~~Note: Family Code 300, as amended by SB 1306 (Ch. 82, Statutes of 2014), defines marriage as a personal relationship arising out of a civil contract between "two persons" rather than between a man and a woman. In addition, pursuant to Family Code 297.5, registered domestic partners have the same rights, protections, and benefits as spouses.~~

*Spouse* means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

### **Eligibility**

Note: Pursuant to Government Code 12945.2 and 29 USC 2611, a district is required to grant family care and medical leave to an eligible employee for any of the reasons stated below, ~~except~~ **These requirements generally apply to circumstances** where the district employs ~~fewer than 50~~ **or more** employees within 75 miles of the worksite where the employee requesting the leave is employed. **Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.**

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, **12945.6**; 29 USC 2612; 29 CFR 825.112)



## **FAMILY CARE AND MEDICAL LEAVE (continued)**

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (~~baby-bonding~~ **parental leave**)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position

Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, son, daughter, or parent who is a military member is on covered active duty during deployment to a foreign country. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any **female** employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

## **Terms of Leave**

Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks.

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

Note: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. **Whichever option is selected, it must be applied uniformly to all employees.** If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

~~**OPTION 1:** This 12-month period shall coincide with the calendar year. (29 CFR 825.200)~~

~~**OPTION 2:** This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)~~

**OPTION 3:** This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

~~**OPTION 4:** This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)~~

Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months.

In addition, **for each pregnancy**, any **female** employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, **a female an** employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of **her a** child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

AR 4161.8(f)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Note: The following **optional** paragraph is for use by districts that **choose to** limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district, **as authorized by Government Code 12945.2 and 12945.6**. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, **12945.6**; 2 CCR 11088; 29 USC 2612)

### **Use/Substitution of Paid Leave**

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave

**OPTION 1:** An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2, **12945.6**; 2 CCR 11044; 29 USC 2612)

~~**OPTION 2:** During the period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, or any other paid time off negotiated with the district that he/she is eligible to use. (Government Code 12945, 12945.2, **12945.6**; 2 CCR 11044; 11092; 29 USC 2612)~~

Note: The following paragraph is for use with either option above.

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)  
(cf. 4161/4261/4361 - Leaves)  
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

*(cf. 4261.1 - Personal Illness/Injury Leave)*

### **Intermittent Leave/Reduced Work or Leave Schedule**

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

Note: Pursuant to 2 CCR 11090, Generally, the minimum duration of CFRA **parental** leave ~~to care for a child for the birth, adoption, or foster care placement of a child (baby bonding)~~ is **generally** two weeks. However, ~~pursuant to 2 CCR 11090,~~ the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, **adoption**, or **foster care** placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

The district may require an employee to transfer temporarily to an available alternative position ~~if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member.~~ **under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)**

- 1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.**

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

- 2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.**

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.**

This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light Duty Assignment)*

### **Request for Leave**

Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. **Effective July 1, 2015, 2 CCR 11091 requires the district to respond to leave requests as soon as practicable and, in any event, no later than five business days after receiving the employee's request. The district must also attempt to respond to the leave request before the date the leave is due to begin.** If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for **the** PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

### **Certification of Health Condition**

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL or family care and medical leave for his/her own serious health condition or to care for a child, parent, or spouse with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this section should request a medical certification from all employees.

Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 or 11097, as applicable.

**FAMILY CARE AND MEDICAL LEAVE** (continued)

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

Note: Item #3 below addresses an eligible employee's request for leave to care for his/her child, parent, or spouse. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved.

3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
  - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because **she the employee** is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)



## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

### **Release to Return to Work**

Note: The following **optional** section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from his/her health provider, stating that he/she is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, **the fitness-for-duty examination is job related and consistent with business necessity**, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

**Effective July 1, 2015, 2 CCR 11091 requires all fitness for duty examinations after an employee's return from a CFRA leave to be job related and consistent with business necessity.**

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the essential functions of his/her job with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work. **The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.**

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

### **Rights to Reinstatement**

Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position when he/she returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than he/she would have if he/she had been continuously employed. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee.

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or reinstatement.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

Note: Pursuant to 2 CCR 11089, as amended by Register 2015, No. 17, and 29 CFR 825.216, an employee who obtains FMLA or CFRA leave fraudulently is not protected by its job restoration provisions.

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

## **Maintenance of Benefits/Failure to Return from Leave**

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

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

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion **of** the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

## **Military Family Leave Resulting from Qualifying Exigencies**

Note: The following **optional** section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to the U.S. Department of Labor's (DOL) Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of his/her FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

*Covered active duty* means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "any other event" agreed to by the district and the employee. As an example of such other event, the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers lists leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

*Qualifying exigencies* include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, **R**est and **R**ecuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is **optional** and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

## **Military Caregiver Leave**

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

According to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

*Covered servicemember* may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "son or daughter," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

*Son or daughter of a covered servicemember* means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in *loco parentis*. (29 CFR 825.127)

*Parent of a covered servicemember* means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

*Next of kin* means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

*Outpatient status* means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for *veterans*, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

*Serious injury or illness* means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
  - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
  - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
  - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
  - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 and 825.303 require the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is **optional**. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to the DOL's [Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers](#), an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.



## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Notifications**

Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

~~2 CCR 11095, as amended by Register 2015, No. 17, authorizes districts to meet the notice posting requirement through electronic posting and further clarifies the requirement for translation of the notice when 10 percent or more of the workforce at any facility are persons with a primary language other than English. Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.~~

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following **optional** paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

**FAMILY CARE AND MEDICAL LEAVE** (continued)

3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.
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- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

## **Records**

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

### *Legal Reference:*

#### EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

#### FAMILY CODE

297-297.5 *Rights, protections, and benefits under law; registered domestic partners*

300 *Validity of marriage*

#### GOVERNMENT CODE

12926 *Fair employment and housing act, definitions*

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

#### **12945.6 Parental leave**

12946 *Fair Employment and Housing Act: discrimination prohibited*

#### CODE OF REGULATIONS, TITLE 2

11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*

11087-11098 *California Family Rights Act*

#### UNITED STATES CODE, TITLE 1

7 *Definition of marriage*

#### UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

#### UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

#### CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

#### COURT DECISIONS

*United States v. Windsor*, (2013) 699 F.3d 169

*Faust v. California Portland Cement Company*, (2007) 150 Cal.App.4th 864

*Tellis v. Alaska Airlines*, (9th Cir., 2005) 414 F.3d 1045

### *Management Resources:*

#### **FEDERAL REGISTER**

***The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947***

#### U.S. DEPARTMENT OF LABOR PUBLICATIONS

*Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers*

#### WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

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### **Policy Reference UPDATE Service**

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# CSBA Sample

## Administrative Regulation

Classified Personnel

AR 4261.1(a)

### PERSONAL ILLNESS/INJURY LEAVE

Note: The following administrative regulation is subject to collective bargaining. Twelve days of paid personal illness or injury leave (sick leave) per year is the minimum prescribed by Education Code 45191 for classified employees employed five days a week in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including classified employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that an employee accrues at least 24 hours of sick leave or paid time off by the 120th calendar day of his/her employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and **only** district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets all the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see sections titled "Short-Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

### Use of Sick Leave

**Note: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.**

A classified employee may use sick leave for absences due to:

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

3. Personal necessity as specified in Education Code 45207

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

Note: <b>Optional</b> item #4 below may be revised to specify a different minimum increment.
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4. Medical or dental appointments, in increments of not less than one quarter hour.

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

*(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

<b>Note: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child, if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.</b>
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<b>Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.</b>
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<b>For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.</b>
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6. **Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)**

Note: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit them to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in items # <del>6-7</del> <b>7-8</b> below.
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**PERSONAL ILLNESS/INJURY LEAVE (continued)**

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in item #~~6~~ **7** below, Labor Code 245.5 defines "family member" as an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with item #~~7~~ **8** below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

~~6-7~~ **7.** Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

~~7-8~~ **8.** Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #~~6-7~~ **7-8**, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

Note: The following paragraph is **optional**.

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

Note: Pursuant to Education Code 45202, a classified employee who is terminated after at least one year of employment for any reason unrelated to discipline is entitled to have his/her accumulated sick leave transferred with him/her in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is **optional** and may be revised to reflect district practice.

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

**Additional Leave for Disabled Military Veterans**

Note: Education Code 45191.5, ~~as added by SB 1180 (Ch. 728, Statutes of 2016), as amended by SB 731 (Ch. 597, Statutes of 2017),~~ provides that an employee ~~hired on or after January 1, 2017,~~ who is a military veteran ~~or is a former or current member of the California National Guard or federal reserve component with a~~ qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher) ~~is entitled to additional sick leave with pay for up to 12 days for the purpose of undergoing medical treatment for~~ a qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher). **As amended, Education Code 45191.5 provides that credit for such leave begins on the effective date of the employee's disability rating decision from the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. Such leave may only be taken during the first year of employment for the purpose of undergoing medical treatment, as specified below.**

In addition to any other entitlement for sick leave with pay, a ~~newly hired~~ classified employee who is a ~~military veteran with~~ **former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component** ~~a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs~~ shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, **including mental health treatment,** for ~~his/her a~~ military service-connected disability **rated at 30 percent or higher by the U.S. Department of Veterans Affairs.** An eligible employee ~~employed who works~~ less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 45191.5)

The amount of leave shall be credited to the employee **either** on the **first day of employment and shall remain available for the following 12 months of employment.** ~~Leave not used during the 12-month period shall not be carried over and shall be forfeited.~~ **date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later.** When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. **If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day**



## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

**maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance.** (Education Code 45191.5)

Note: Pursuant to Education Code 45191.5, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall ~~remain~~ **be available for the following 12 months of employment following the first date that the leave was credited.** Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

### **Notification of Absence**

Note: The following **optional** section may be revised to reflect district practice.

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

### **Continued Absence After Available Sick Leave Is Exhausted/Differential Pay**

Note: Pursuant to Education Code 45196, a district is authorized to pay any employee who has exhausted his/her paid leaves his/her salary minus the actual pay received by a substitute for the remainder of a five-month absence to which the employee is entitled (Option 1 below). Alternatively, such an employee may be compensated at 50 percent or more of his/her salary for up to 100 working days, regardless of whether or not a substitute is hired (Option 2 below).

Districts that maintain a catastrophic leave program for their classified employees should specify how the program will affect the differential leave pay to which the employee may be entitled.

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

**OPTION 1:**

Note: In 53 Ops.Cal.Atty.Gen. 111 (1970), the Attorney General clarified that a classified employee is entitled to a total period of five months, commencing with the first day of illness, during which the amount deducted from his/her salary may not exceed the sum which is actually paid a substitute. This five-month period runs concurrently with any other paid leave. After the employee has exhausted all paid leaves, he/she is entitled to differential pay for the balance of the five-month period.

In California School Employees Association v. Tustin Unified School District, the court ruled that a district could deduct from the absent employee's salary only the cost of an outside substitute employee, not the cost of existing classified employee(s) working additional hours to fill the position during the absence.

Pursuant to Education Code 45196, the amount paid to a substitute must be less than the absent employee's salary unless the Board has adopted a salary schedule for substitutes.

A classified employee who has exhausted all paid leaves, including sick leave, shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

**OPTION 2:**

Note: Education Code 45196 authorizes, but does not require, a district to annually credit regular classified employees with at least 100 working days of paid sick leave, and to compensate any such employee at 50 percent or more of the employee's regular salary for the remainder of the 100 working days after the employee has exhausted all leaves for which he/she would be entitled to a full salary. Any district that chooses this option is **mandated** to adopt a rule to that effect. Such districts should note that this option is exclusive of other paid leave, holidays, or vacation. In California School Employees Association v. Colton Joint Unified School District, the court ruled that the district's practice of coordinating or combining vacation with the 100 days differential leave contradicts the express provision of Education Code 45196.

The following paragraph may be revised to specify more than 100 working days and/or the level of compensation the district will pay an employee, if it chooses to pay more than 50 percent of the employee's salary.

~~Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or accident, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)~~

**PERSONAL ILLNESS/INJURY LEAVE (continued)****Differential Pay for Parental Leave**

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights. Pursuant to Education Code 45196.1, as added by AB 2393 (Ch. 883, Statutes of 2016), the district is required to provide differential pay to a classified employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), pursuant to Government Code 12945.2 (California Family Rights Act). Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

Education Code 45196.1 provides that such parental leave will run concurrently with parental leave taken pursuant to Government Code 12945.2. However, unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12 month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

During each school year, any classified employee who has exhausted **may use** all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave (baby bonding) pursuant to Government Code 12945.2 shall receive differential pay for **the purpose of parental leave for a period** up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. **(Education Code 45196.1)**

Note: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for **parental leave pursuant to Education Code 45196.1** **such leave** shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

Note: Pursuant to Education Code 45196.1, as added by AB 2393 (Ch. 883, Statutes of 2016), the district is required to provide differential pay to a classified employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), pursuant to Government Code 12945.2 (California Family Rights Act). Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

Since Education Code 45196.1 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), it is unclear whether such employees would be entitled to differential pay. Districts should consult legal counsel if they have questions regarding differential pay for such employees.

## PERSONAL ILLNESS/INJURY LEAVE (continued)

**An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 45196.1)**

**Such ~~parental~~ leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)**

### Extension of Leave

Note: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.
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A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

*(cf. 4216 - Probationary/Permanent Status)*

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

### Verification Requirements

Note: Education Code 45191 <b>mandates</b> the Board to adopt regulations that require proof of illness or injury and prescribe the means of verification. However, Education Code 45191 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. The following section should be modified to reflect district practice and any procedures that have been specified in <b>negotiated bargaining</b> agreements.
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Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5, the paid sick leave law. Because the paid sick leave law is silent on requests for verification, and actually requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes
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**PERSONAL ILLNESS/INJURY LEAVE (continued)**

specified in Labor Code 246.5 (items #6-7 7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult legal counsel.

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

## PERSONAL ILLNESS/INJURY LEAVE (continued)

### Short-Term and Substitute Employees

Note: Pursuant to Labor Code 245-249, the district is required to grant a minimum of one hour of paid sick leave for every 30 hours worked by an employee who works for 30 days within a year of his/her employment. In implementing this requirement, Labor Code 246 permits the district to use any of the options specified below. Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an accrual method that provides for a regular accrual basis and ensures that the employee receives 24 hours of paid sick leave by the 120th calendar day of his/her employment. Option 3 is for any district that credits employees with 24 hours of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions. The district should select the option below which corresponds to its approach under Labor Code 246.

See section below titled "Healthy Workplaces, Healthy Families Act Requirements" for additional requirements.

#### **OPTION 1:**

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

#### **OPTION 2:**

~~Except for a retired annuitant who is not reinstated to the retirement system, any short term or substitute employee who works for 30 or more days within a year of his/her employment shall accrue, on a regular basis, paid sick leave of up to 24 hours by the 120th calendar day of his/her employment or each calendar year or 12-month period. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)~~

#### **OPTION 3:**

~~Except for a retired annuitant who is not reinstated to the retirement system, any short term or substitute employee who works for 30 or more days within a year of his/her employment shall be credited with 24 hours of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)~~

Note: The following paragraph applies to all the above options.

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

Note: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, a district is not required to inquire into the purposes for which an employee uses paid leave.

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

## **Healthy Workplaces, Healthy Families Act Requirements**

Note: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this new law should consult its legal counsel.

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
  - a. That an employee is entitled to accrue, request, and use paid sick days

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

- b. The amount of sick days provided by Labor Code 245-249
  - c. The terms of use of paid sick days
  - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
- 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
  - 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

- 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

*Legal Reference: (see next page)*



## PERSONAL ILLNESS/INJURY LEAVE (continued)

### *Legal Reference:*

#### EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45191.5 Leave for military service connected disability

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

45202 Transfer of accumulated sick leave and other benefits

#### GOVERNMENT CODE

**12945.1-12945.2 California Family Rights Act**

**12945.6 Parental leave**

#### LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

#### UNITED STATES CODE, TITLE 29

**2601-2654 Family and Medical Leave Act of 1993, as amended**

#### UNITED STATES CODE, TITLE 42

**2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008**

#### CODE OF FEDERAL REGULATIONS, TITLE 29

**825.100-825.800 Family and Medical Leave Act of 1993**

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

#### COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

#### ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)

# CSBA Sample

## Board Policy

Students

BP 5022(a)

### STUDENT AND FAMILY PRIVACY RIGHTS

Note: 20 USC 1232h, the Protection of Pupil Rights Act (PPRA), **mandates** that any district receiving funds from a program administered by the U.S. Department of Education (USDOE) adopt a policy regarding the (1) administration of surveys and physical exams/screenings, (2) right of parents to inspect instructional materials, and (3) collection of personal information for marketing purposes. See the accompanying administrative regulation for additional requirements pertaining to these topics.

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. ~~The Superintendent or designee shall develop regulations to ensure compliance with law when the district requests, retains, discloses, or otherwise uses the personal information of its students and their families.~~

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5021 - Noncustodial Parents)*  
*(cf. 5125 - Student Records)*  
*(cf. 5125.1 - Release of Directory Information)*  
*(cf. 6162.8 - Research)*

~~Requirements regarding the collection of personal information for marketing or sale shall not apply to the collection, disclosure, or use of personal information collected from students~~ **The Superintendent or designee may collect, disclose, or use students' personal information** for the **exclusive** purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*

5. The sale by students of products or services to raise funds for school-related or education-related activities

## STUDENT AND FAMILY PRIVACY RIGHTS (continued)

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

### 6. Student recognition programs

*(cf. 5126 - Awards for Achievement)*

Note: 20 USC 1232h mandates that districts adopt a policy concerning the collection, disclosure, or use of collected personal information for marketing purposes. Option 1 below is for use by districts that choose to prohibit the collection of personal information for marketing purposes. Option 2 is for use by districts that choose to authorize the collection of personal information for marketing purposes.

#### OPTION 1:

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

#### OPTION 2:

Note: Although 20 USC 1232h authorizes the collection, disclosure, or use of students' personal information, including social security numbers, for the purpose of marketing or selling, Education Code 49076.7 prohibits the collection of social security numbers or the last four digits of social security numbers unless otherwise required to do so by state or federal law. The collection of personal information for marketing purposes is not required by law, and thus districts should not collect social security numbers or the last four digits of social security numbers for marketing purposes.

In addition, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are prohibited from collecting information or documents regarding citizenship or immigration status of students or their families.

In addition, the Superintendent or designee may collect, disclose, or use a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, or telephone number for the purpose of marketing or selling that information or providing the information to others for that purpose.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

**STUDENT AND FAMILY PRIVACY RIGHTS** (continued)

**Note: The remainder of this policy is for use by all districts.**

20 USC 1232h requires that the district's policy regarding student privacy be developed in consultation with parents/guardians. Such consultation could occur during meetings of the school site council or parent association or a separate committee could be convened to review the draft policy. The following paragraph may be modified to reflect district practice.

The **Superintendent or designee shall consult with parents/guardians regarding the development of** regulations **pertaining to other uses of personal information, which** shall, at a minimum, address the following: (20 USC 1232h)

1. ~~Whether the district may collect personal information of students for marketing or sale~~ **Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose**
2. ~~How the district will administer~~ **Arrangements to protect student privacy in the administration of** surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect **the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:**
  - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
  - b. Instructional materials used as part of their children's educational curriculum

**Note: Item #3c is for use only by districts that select Option 2 above.**

- c. **Instruments used in the collection of personal information for the purpose of marketing or sale**
4. ~~Whether the district may administer any nonemergency invasive~~ **Any nonemergency physical examinations or screenings that the school may administer**
5. ~~Notifications that the district will provide to students and parents/guardians with respect to their privacy rights~~

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committee)

(cf. 1230 - School-Connected Organizations)

## STUDENT AND FAMILY PRIVACY RIGHTS (continued)

Note: 20 USC 1232h mandates that the district's policy provide for reasonable notice to parents/guardians of the adoption or continued use of this policy. See the accompanying administrative regulation for additional requirements pertaining to the timing and content of such notice.

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

~~The Superintendent or designee shall consult with parents/guardians regarding the development of the procedures. (20 USC 1232h)~~

### Legal Reference:

#### EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

### Management Resources:

#### WEB SITES

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

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

U.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpco>

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### Policy Reference UPDATE Service

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# CSBA Sample Administrative Regulation

Students

AR 5022(a)

## STUDENT AND FAMILY PRIVACY RIGHTS

### ~~Collection of Personal Information for Marketing or Sale~~

### [SECTION MOVED TO BP]

### Surveys Requesting Information about Beliefs and Practices

Note: Education Code 51513 provides that districts shall not administer exams, surveys, or questionnaires containing questions about a student's or his/her family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian has provided prior written consent (i.e., "active consent"). The following paragraph regarding surveys is for use by all districts and is **mandated**, pursuant to 20 USC 1232h, for districts receiving funds from a program administered by the **U.S. Department of Education** (USDOE).

A student's parent/guardian, **or a student who is an adult or emancipated minor**, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148 - Child Care and Development)

## STUDENT AND FAMILY PRIVACY RIGHTS (continued)

Note: Pursuant to 20 USC 1232h, districts receiving funds from a USDOE-administered program are **mandated** to adopt a policy regarding the district's arrangements to protect student privacy in the event that a student participates in a survey requesting information about beliefs and practices as defined above.

If a student participates in **such** a survey requesting information about **personal** beliefs and practices ~~as identified above~~, school officials and staff members shall not request or disclose the student's identity.

(cf. 6162.8 - Research)

Note: ~~The following paragraph is optional.~~ Education Code 51938 creates an exception to the **above** requirements **for prior written consent** ~~by authorizing districts to~~ **for districts that** administer to students in grades 7-12 anonymous, voluntary surveys regarding student health behaviors and risks upon providing written parent/guardian notification and allowing a parent/guardian to opt his/her child out of participation (i.e., "passive consent"). See sections below entitled "Parent/Guardian Access to Surveys and Instructional Materials" and "Notifications."

Notwithstanding the above requirements **for prior written consent**, the district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

Note: Pursuant to Education Code 51514, as added by AB 677 (Ch. 744, Statutes of 2017), districts that administer a voluntary survey that includes questions pertaining to sexual orientation and/or gender identity are prohibited from removing such questions.

**If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)**

## Parent/Guardian Access to Surveys and Instructional Materials

Note: 20 USC 1232h **mandates** that districts receiving funds from a USDOE-administered program adopt a policy detailing a parent/guardian's right to inspect (1) survey instruments requesting information about the parent/guardian's or his/her child's personal beliefs and practices and (2) instructional materials used as part of the educational curriculum of the parent/guardian's child, as specified below. Under California law, Education Code 51101 authorizes parental inspection of instructional materials; see AR 5020 - Parent Rights and Responsibilities. In addition, pursuant to Education Code 51938, districts that administer to students in grades 7-12 anonymous, voluntary surveys regarding health behaviors and risks must allow parents/guardians the opportunity to review the instrument and to request that their child not participate.

Pursuant to 20 USC 1232h, those districts that authorize the collection of personal information for marketing or sale (Option 2 in the ~~section "Collection of Personal Information for Marketing or Sale" above~~

**STUDENT AND FAMILY PRIVACY RIGHTS** (continued)

**accompanying Board policy**) are **mandated** to adopt a policy concerning a parent/guardian's right to inspect any instrument used for the collection of a student's personal information for purposes of marketing or selling the information.

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

1. A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices
2. Any instructional material to be used as part of his/her child's educational curriculum

*(cf. 5020 - Parent Rights and Responsibilities)*

Note: 20 USC 1232h **mandates** districts receiving funds from a USDOE-administered program to adopt a policy which includes procedures for providing parents/guardians reasonable access to surveys, instruments, and instructional materials within a reasonable amount of time after the request has been received. The following paragraph may be modified to reflect the district's definition of a reasonable timeline and reasonable access.

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

***(cf. 1340 - Access to District Records)***

Note: The following paragraph is **optional** ~~and may be revised to reflect district practice.~~

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

**Health Examinations**

Note: 20 USC 1232h **mandates** a district receiving funds from a USDOE-administered program to adopt a policy on **any nonemergency invasive certain** physical examinations or screenings **that the school may administer to students.** ~~that may be administered to district students.~~ **The administration of nonemergency, invasive physical examinations requires prior parental notification, as provided below. This requirement does not apply to any physical examination or screening that is permitted without parental notification by an applicable state law.**

Authorized school officials may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a



**STUDENT AND FAMILY PRIVACY RIGHTS** (continued)

nonemergency, invasive physical examination without prior written notice to his/her parent/guardian, **unless an applicable state law authorizes the student to provide consent without parent/guardian notification.** (20 USC 1232h)

*Invasive physical examination* means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a properly authorized hearing, vision, or scoliosis screening. (20 USC 1232h)

(cf. 5131.61 - Drug Testing)

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

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

**Notifications**

Note: 20 USC 1232h requires that districts receiving funds from a USDOE-administered program notify parents/guardians of the following. **A sample notification letter is available on the web site of the USDOE's Family Policy Compliance Office.**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this **policy and** administrative regulation **and the accompanying Board policy**
3. The specific or approximate dates during the school year when the following activities are scheduled:
  - a. Survey requesting personal information
  - b. Physical examinations or screenings

Note: Item #c below is for districts that permit the collection of personal information for marketing or sale (Option 2 in the **section "Collection of Personal Information for Marketing or Sale" above accompanying Board policy**).

- c. Collection of personal information from students for marketing or sale

## STUDENT AND FAMILY PRIVACY RIGHTS (continued)

~~Note: Education Code 51938 requires that districts administering anonymous, voluntary surveys regarding health behaviors and risks to students in grades 7-12 first provide parents/guardians with written notice. The following **optional** paragraph is for use by districts that choose to administer such surveys with "passive consent," as specified in the section "Surveys Requesting Information about Beliefs and Practices" above.~~

Prior to administering any anonymous and voluntary survey regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change to this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

*(cf. 5145.6 - Parental Notifications)*

(3/04 3/11) 3/18

### Policy Reference UPDATE Service

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# CSBA Sample

## Board Policy

Students

BP 5145.6(a)

### PARENTAL NOTIFICATIONS

The Governing Board ~~recognizes that notifications are essential to~~ **desires to promote** effective communication between the school and the home **and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians.** The Superintendent or designee shall send ~~students—and~~ parents/guardians **and students** all notifications required by law, ~~including notifications about their legal rights,~~ and any other notifications he/she believes will promote parental understanding and involvement.

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5022 - Student and Family Privacy Rights)*

*(cf. 6020 - Parent Involvement)*

**Note: Education Code 48981 and 48982, as amended by AB 2262 (Ch. 17, Statutes of 2012), authorize annual parental notifications to be sent electronically upon request, as provided below.**

~~The notice required pursuant to~~ **Notice of the rights and responsibilities of parents/guardians as specified in** Education Code 48980 shall be sent at the beginning of each academic year and may be provided ~~either~~ by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used ~~to communicate with parents/guardians in writing by the district for written communication with parents/guardians.~~ (Education Code 48981, ~~48982~~)

~~If any activity specified in Education Code 48980 will be undertaken by any school during the forthcoming school term, the notice shall state that fact and the approximate date on which any such activity will occur.~~ No such activity **specified in Education Code 48980** shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. **Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur.** (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

**Note: The following optional paragraph may be revised to reflect district practice.**

## PARENTAL NOTIFICATIONS (continued)

**Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be given all required parental notifications at that time.**

**Note:** The following paragraph applies to notices required for certain federal programs, including, but not necessarily limited to, Title I notices pursuant to 20 USC 6311 and 6312, notices regarding the rights of parents/guardians of students with disabilities pursuant to 34 CFR 300.503 and 300.504, and notices of the educational rights of homeless students pursuant to 42 USC 11432. The following paragraph may be revised to reflect district practice.

**Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.**

**Note:** Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in either language. **Education Code 48985 requires the California Department of Education (CDE) to notify districts, by August 1 of each year, of the schools and the languages for which the translation of notices is required based on census data submitted to the CDE in the preceding fiscal year. —As amended by AB 2262 (Ch. 17, Statutes of 2012), Education Code 48981 requires notifications sent electronically to conform to the primary language requirements of Education Code 48985. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.**

**The following paragraph should be modified to reflect district practice.**

**Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law. Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985; 20 USC 6311, 6312)**

Whenever an employee learns that a student's parent/guardian is, **for any reason**, unable to understand the district's printed notifications **for any reason**, **he/she shall inform** the principal or designee, **who** shall work with the parent/guardian to establish other appropriate means of communication.

## PARENTAL NOTIFICATIONS (continued)

Legal Reference:

### EDUCATION CODE

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

**234.7 Student protections relating to immigration and citizenship status**

262.3 Appeals for discrimination complaints; information regarding availability of civil remedies

310 Language acquisition programs

313 Reclassification of English learners, parental consultation

**313.2 Long-term English learner, notification**

440 English language proficiency assessment; instruction in English language development

8483 Before/after school program; enrollment priorities

17288 Building standards for university campuses

17611.5-17612 Notification of pesticide use

32221.5 Insurance for athletic team members

32255-32255.6 Right to refuse harmful or destructive use of animals

32390 Fingerprint program; contracts; funding; consent of parent/guardian

**33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act**

35160.5 Extracurricular and cocurricular activities

35178.4 Notice of accreditation status

35182.5 Advertising in the classroom

35183 School dress codes; uniforms

35186 Complaints concerning deficiencies in instructional materials and facilities

35211 Driver training; district insurance, parent/guardian liability

35256 School Accountability Report Card

35258 School Accountability Report Card

35291 Rules for student discipline

37616 Consultation regarding year-round schedule

39831.5 School bus rider rules and information

~~48412 Certificate of proficiency~~

**44050 Employee codes of conduct, employee interactions with students**

44808.5 Permission to leave school grounds

46010.1 Notice regarding excuse to obtain confidential medical services

46014 Regulations regarding absences for religious purposes

46600-46611 Interdistrict attendance agreements

48000 Minimum age of admission

48070.5 Promotion or retention of students

48204 Residency requirements

48205 Absence for personal reasons

48206.3 Students with temporary disabilities; individual instruction; definitions

48207-48208 Students with temporary disabilities in hospitals

48213 Prior notice of exclusion from attendance

48216 Immunization

48260.5 Notice regarding truancy

48262 Need for parent conference regarding truancy

48263 Referral to school attendance review board or probation department

48301 Interdistrict transfers

48350-48361 Open Enrollment Act

Legal Reference continued: (see next page)

**PARENTAL NOTIFICATIONS (continued)**

*Legal Reference: (continued)*

**EDUCATION CODE** (continued)

48354 Option to transfer from school identified under Open Enrollment Act  
48357 Status of application for transfer from school identified under Open Enrollment Act  
48412 Certificate of proficiency  
48432.3 Voluntary enrollment in continuation education  
48432.5 Involuntary transfers of students  
48850-48859 Education of foster youth and homeless students  
~~48853.5 Placement of foster youth~~  
48900.1 Parental attendance required after suspension  
48904 Liability of parent/guardian for willful student misconduct  
48904.3 Withholding grades, diplomas, or transcripts  
48906 Notification of release of student to peace officer  
48911 Notification in case of suspension  
48911.1 Assignment to supervised suspension classroom  
48912 Closed sessions; consideration of suspension  
48915.1 Expelled students; enrollment in another district  
48916 Readmission procedures  
48918 Rules governing expulsion procedures  
48929 Transfer of student convicted of violent felony or misdemeanor  
48980 Required notification at beginning of term  
48980.3 Notification of pesticide use  
48981 Time and means of notification  
48982 Parent signature acknowledging receipt of notice  
48983 Contents of notice  
48984 Activities prohibited unless notice given  
48985 Notices to parents in language other than English  
48987 Child abuse information  
49013 Use of uniform complaint procedures for complaints regarding student fees  
49063 Notification of parental rights  
49067 Student evaluation; student in danger of failing course  
49068 Transfer of permanent enrollment and scholarship record  
49069 Absolute right to access  
49070 Challenging content of student record  
49073 Release of directory information  
49073.6 Student records, social media  
49076 Access to student records  
49077 Access to information concerning a student in compliance with court order  
49403 Cooperation in control of communicable disease and immunization  
49423 Administration of prescribed medication for student  
49451 Physical examinations: parent's refusal to consent  
49452.5 Screening for scoliosis  
49452.7 Information on type 2 diabetes  
49452.8 Oral health assessment  
49456 Results of vision or hearing test  
49471-49472 Insurance

*Legal Reference continued: (see next page)*

## PARENTAL NOTIFICATIONS (continued)

*Legal Reference: (continued)*

### EDUCATION CODE (continued)

49475 Student athletes; concussions and head injuries

49480 Continuing medication regimen for nonepisodic conditions

49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970

**49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account**

51225.1 Exemption from district graduation requirements

51225.2 Course credits; foster youth, homeless youth, **and** former juvenile court school students **and** **military-connected students**

51225.3 Graduation requirements; courses that satisfy college entrance criteria

51229 Course of study for grades 7-12

51513 Personal beliefs; privacy

51938 HIV/AIDS and sexual health instruction

### **52164 Language census**

52164.1 Census-taking methods; determination of primary language; assessment of language skills

52164.3 Reassessment of English learners; notification of results

54444.2 Migrant education programs; parent involvement

56301 Child-find system; policies regarding written notification rights

56321 Special education: proposed assessment plan

56321.5-56321.6 Notice of parent rights pertaining to special education

56329 Written notice of right to findings; independent assessment

56341.1 Development of individualized education program; right to audio record meeting

56341.5 Individualized education program team meetings

56343.5 Individualized education program meetings

56521.1 Behavioral intervention

58501 Alternative schools; notice required prior to establishment

60615 Exemption from state assessment

60641 California Assessment of Student Performance and Progress

**60850-60859 High school exit examination**

69432.9 Submission of grade point average to Cal Grant program

### CIVIL CODE

1798.29 District records, breach of security

### HEALTH AND SAFETY CODE

1596.857 Right to enter child care facility

104420 Tobacco use prevention

104855 Availability of topical fluoride treatment

**116277 Lead testing of school drinking water**

120365-120375 Immunizations

120440 Sharing immunization information

124100-124105 Health screening and immunizations

### PENAL CODE

626.81 Notice of permission granted to sex offender to volunteer on campus

627.5 Hearing request following denial or revocation of registration

### CODE OF REGULATIONS, TITLE 5

852 Exemptions from state assessments

863 Reports of state assessment results

*Legal Reference continued: (see next page)*

**PARENTAL NOTIFICATIONS (continued)**

*Legal Reference: (continued)*

CODE OF REGULATIONS, TITLE 5 (continued)

3052 Behavioral intervention

~~4917 Notification of sexual harassment policy~~

4622 Notification of uniform complaint procedures

4631 Uniform complaint procedures; notification of decision and right to appeal

4702 Student transfer from school identified under Open Enrollment Act

~~4917 Notification of sexual harassment policy~~

11303 Reclassification of English learners

11511.5 English language proficiency assessment; test results

11523 Notice of proficiency examinations

18066 Child care policies regarding excused and unexcused absences

18094-18095 Notice of Action; child care services

18114 Notice of delinquent fees; child care services

18118-18119 Notice of Action; child care services

CODE OF REGULATIONS, TITLE 17

2951 Hearing tests

6040 Time period to obtain needed immunizations

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1232h Privacy rights

1415 Procedural safeguards

**6311 State plan**

6312 Local educational agency plans

~~6316~~ **6318** Parent and family engagement

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

1758 Child nutrition programs

11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 7

245.5 Eligibility criteria for free and reduced-price meals

245.6a Verification of eligibility for free and reduced-price meals

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.30 Disclosure of personally identifiable information

99.34 Student records, disclosure to other educational agencies

99.37 Disclosure of directory information

104.32 District responsibility to provide free appropriate public education

104.36 Procedural safeguards

104.8 Nondiscrimination

106.9 Dissemination of policy, nondiscrimination on basis of sex

200.~~6148~~ Teacher qualifications

300.300 Parent consent for special education evaluation

300.322 Parent participation in IEP team meetings

300.502 Independent educational evaluation of student with disability

300.503 Prior written notice regarding identification, evaluation, or placement of student with disability

*Legal Reference continued: (see next page)*



## **PARENTAL NOTIFICATIONS** (continued)

### *Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 34 (continued)

300.504 *Procedural safeguards notice for students with disabilities*

300.508 *Due process complaint*

300.530 *Discipline procedures*

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 *Asbestos inspections, response actions and post-response actions*

763.93 *Asbestos management plans*

### *Management Resources:*

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

**Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017**

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

WEB SITES

*U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>*

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### **Policy Reference UPDATE Service**

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# CSBA Sample

## Exhibit

### Students

E 5145.6(a)

### PARENTAL NOTIFICATIONS

**Cautionary Notice:** Government Code 17581.5 **relieves releases** districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of **2016 (SB 826, Ch. 23, Statutes of 2016) 2017 (AB 97, Ch. 14, Statutes of 2017)** extends the suspension of these requirements through the **2016-17 2017-18** 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 as mandated by 5 CCR 4622.

**In addition to the notices required by law, there are other notices that districts are recommended to distribute. For example, AR 5145.3 Nondiscrimination/Harassment includes an optional notice regarding the rights of transgender and gender nonconforming students. Furthermore, although the California High School Exit Examination is suspended through the 2017-18 school year pursuant to Education Code 60851.5 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. The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.**

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>I. Annually</b>			
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP <del>6174</del> <b>6142.2</b> AR <del>6142.2</del> <b>6174</b>	Information on the district's language acquisition programs
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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
<b>Beginning of each school year</b>	<b>Education Code 44050</b>	<b>BP 4119.21 4219.21 4319.21</b>	<b>Code of conduct addressing employee interactions with students</b>
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of 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	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	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
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	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
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
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	<b>Eligibility and application process for free and reduced-price meals</b>

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
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; inspection rights and procedures
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
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 6312; 34 CFR <del>200.61</del> <b>200.48</b>	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
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
<b>Beginning of each school year</b>	<b>USDA SP-23-2017</b>	<b>AR 3551</b>	<b>District policy on meal payments</b>

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b>			
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
Upon a student's enrollment	Education Code 310	BP <del>6174</del> <b>6142.2</b> AR <del>6142.2</del> <b>6174</b>	Information on the district's language acquisition programs
When child first enrolls in a public school, if 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
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
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter 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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b> (continued)			
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, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education 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
<b>III. When Special Circumstances Occur</b>			
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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
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
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code <b>313.2</b> , 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, <b>identification as long-term English learner</b> , description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
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
<b>Annually to parents/guardians of student athletes before participation in competition</b>	<b>Education Code 33479.3</b>	<b>AR 6145.2</b>	<b>Information on sudden cardiac arrest</b>
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



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
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
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 as 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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
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
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, unless taken into custody as victim of suspected child abuse
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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
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
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
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 parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
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
<b>Within 10 days of negative balance in meal account</b>	<b>Education Code 49557.5</b>	<b>AR 3551</b>	<b>Negative balance in meal account; encouragement to apply for free or reduced-price meals</b>
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
<b>To person holding educational rights, within 30 days of foster youth, homeless youth, or former juvenile court school student, or child of military family</b> being transferred between high schools	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3	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
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
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
<b>When testing by community water system finds presence of lead exceeding specified level</b>	<b>Health and Safety Code 116277</b>	<b>AR 3514</b>	<b>Elevated lead level at school</b>
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
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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
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 does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
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
For schools receiving Title I funds, upon development of parent involvement policy	20 USC <del>6316</del> <b>6318</b>	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; 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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
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
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
<b>IV. Special Education Notices</b>			
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 will attend, 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

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices</b> (continued)			
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
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
<b>V. Classroom Notices</b>			
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

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**Policy Reference UPDATE Service**

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# CSBA Sample Board Policy

Instruction

BP 6162.5(a)

## STUDENT ASSESSMENT

Note: The following **optional** policy may be revised to reflect district practice. **For information about required state assessments administered as part of the California Assessment of Student Performance and Progress (CAASPP), see BP/AR 6162.51 - State Academic Achievement Tests.**

The following paragraph addresses potential uses of student assessment data. Pursuant to Education Code 52060, as added by AB 97 (Ch. 47, Statutes of 2013), applicable statewide student assessments must be used as one of the measures of the district's annual goals for student achievement included in its local control accountability plan; see AR 0460 - Local Control and Accountability Plan. In addition, pursuant to Education Code 44662, evaluations of certificated staff must include an assessment of students' progress toward meeting district standards of expected student achievement at each grade level in each area of study and, if applicable, toward state standards as measured by state criterion-referenced assessments (i.e., assessments that test students' mastery of the content). However, Education Code 44662 prohibits the use of publishers' norms established by standardized tests (i.e., assessments that compare students' performance to a representative sample of students) for the purpose of evaluating and assessing certificated staff performance. The use of student assessment results in staff evaluations may also be addressed in collective bargaining agreements or employment contracts. See BP/AR 4115 - Evaluation/Supervision and BP 4315 - Evaluation/Supervision.

The Governing Board recognizes that student assessments are an important instructional and accountability tool. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.

(cf. 6162.51 - State Academic Achievement Tests)

Note: The following paragraph addresses potential uses of student assessment data. Pursuant to Education Code 52060, applicable statewide student assessments must be used as one of the measures of progress toward the district's annual goals for student achievement included in its local control and accountability plan; see AR 0460 - Local Control and Accountability Plan. In addition, pursuant to Education Code 44662, evaluations of certificated staff must include an assessment of students' progress toward meeting district standards of expected student achievement at each grade level in each area of study and, if applicable, toward state standards as measured by state criterion-referenced assessments (i.e., assessments that test students' mastery of the content). However, Education Code 44662 prohibits the use of publishers' norms established by standardized tests (i.e., assessments that compare students' performance to a representative sample of students) for the purpose of evaluating and assessing certificated staff performance. The use of student assessment results in staff evaluations may also be addressed in collective bargaining agreements or employment contracts. See BP/AR 4115 - Evaluation/Supervision and BP 4315 - Evaluation/Supervision.

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

## STUDENT ASSESSMENT (continued)

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 0500 - Accountability)  
(cf. 2140 - Evaluation of the Superintendent)  
(cf. 4115 - Evaluation/Supervision)  
(cf. 4315 - Evaluation/Supervision)  
(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 5123 - Promotion/Acceleration/Retention)  
(cf. 6011 - Academic Standards)  
(cf. 6142.7 - Physical Education and Activity)  
(cf. 6162.52 - High School Exit Examination)  
(cf. 6190 - Evaluation of the Instructional Program)

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and the test publisher's directions, and that test administration procedures are fair and equitable for all students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 6162.54 - Test Integrity/Test Preparation)

Note: Education Code 52052 requires that schools and districts demonstrate comparable improvement in academic achievement by all "numerically significant" student subgroups, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. A "numerically significant" subgroup is one that consists of at least 30 students, or 15 foster youth or homeless students, **each of whom has with** a valid test score. To evaluate the extent to which the district fulfills this responsibility, it will be important to examine disaggregated student assessment results as provided below.

~~As a condition of using~~ Pursuant to Education Code 49558, the Governing Board may adopt policy **allowing the use of** individual applications or records from the free and reduced-price meal program to identify students for the purpose of disaggregating student achievement data, ~~Education Code 49558 requires the Governing Board to adopt policy allowing such use of individual records and requires that confidentiality be ensured to the extent possible; see~~ See BP/AR 3553 - Free and Reduced Price Meals **for optional language providing such authorization.**

~~To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.~~ As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

(cf. 3553 - Free and Reduced Price Meals)

~~In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.~~

## **STUDENT ASSESSMENT (continued)**

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

*(cf. 4131 - Staff Development)*

*(cf. 4331 - Staff Development)*

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.

*(cf. 0510 - School Accountability Report Card)*

### **Interim and Formative Assessments**

**Note: At their discretion, districts may choose to use the Smarter Balanced interim and formative assessments, which are part of the California Assessment of Student Performance and Progress. Pursuant to Education Code 60642.6, as amended by AB 1035 (Ch. 752, Statutes of 2017), these tests may be used, in combination with other sources of information, to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Education Code 60642.7, as added by AB 1035, specifies that results of such assessments shall not be used for any high-stakes purpose.**

**State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)**

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6152 - Class Assignment)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6174 - Education for English Learners)*

**The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)**

## STUDENT ASSESSMENT (continued)

### Individual Record of Accomplishment

Note: The following **optional** section is for use by districts that maintain high schools.

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

~~Note: Pursuant to Education Code 60607, as amended by AB 484 (Ch. 489, Statutes of 2013), the individual record of accomplishment must include results of the state assessments established pursuant to Education Code 60640-60649 (the California Assessment of Student Performance and Progress) or any predecessor assessments (i.e., the Standardized Testing and Reporting Program).~~

1. The results of the state achievement tests **required and** administered **as part of the California Assessment of Student Performance and Progress, or any predecessor assessments**, pursuant to Education Code 60640-60649 ~~or any predecessor assessments~~
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

*(cf. 6178 - Career Technical Education)*

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)

*(cf. 5125 - Student Records)*

*Legal Reference: (see next page)*

## STUDENT ASSESSMENT (continued)

### *Legal Reference:*

#### EDUCATION CODE

313 Assessment of English language development  
10600-10610 California Education Information System  
44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)  
49558 Free and reduced-price meals; use of individual applications and records  
51041 Evaluation of educational program  
51450-51455 Golden State Seal Merit Diploma  
52052 Accountability Academic Performance Index; numerically significant student subgroups  
52060-52077 Local control and accountability plan  
60600-60649 Assessment of academic achievement, especially:  
60640-60649 California Assessment of Student Performance and Progress  
60800 Physical fitness testing  
60810-60812 Assessment of English language development  
60850-60859 High school exit examination  
60900 California Longitudinal Pupil Achievement Data System  
CODE OF REGULATIONS, TITLE 5  
850-864 California Assessment of Student Performance and Progress  
1200-1225 High School Exit Examination  
UNITED STATES CODE, TITLE 20  
9622 National Assessment of Educational Progress

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Key Elements of Testing, May 2004

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Teachers' Use of Student Data Systems to Improve Instruction, 2007

#### WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

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

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# CSBA Sample

## Board Policy

Instruction

BP 6171(a)

### TITLE I PROGRAMS

Note: The following policy is for use by districts that receive funding through Title I, Part A, of the federal Elementary and Secondary Education Act (20 USC 6311-6322), which supports basic programs designed to improve the academic achievement of economically disadvantaged students. The No Child Left Behind Act of 2001 (20 USC 6313) establishes school eligibility criteria and priorities for funding. Title I funds received by the district must be allocated to eligible schools or eligible school attendance areas, in rank order, on the basis of the number of students from low-income families. 20 USC 6313 further provides that districts may continue to serve a school or school attendance area for one additional year after it loses its eligibility. Pursuant to 20 USC 6314 and 6321, Title I funds must be used only to supplement, not supplant, funds that would be available from nonfederal sources for the education of students participating in Title I.

In order to improve the academic achievement of students from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments. The Governing Board desires to provide a high-quality education that enables all students to meet challenging state academic standards. In schools with a large number or percentage of economically disadvantaged families, the district shall use Title I funds to provide services that strengthen the academic program and provide support to students at risk of failing to achieve academic standards.

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

(cf. 0420 - School Plans/Site Councils)

Note: 20 USC 6312 requires that districts receiving Title I funds develop a local educational agency (LEA) plan with specified components. In California, districts have the option of addressing each LEA plan provision within the local control and accountability plan (LCAP), the LCAP Federal Addendum, or another document, provided that the location of each provision is referenced within the LCAP Federal Addendum. A template for the LCAP Federal Addendum is available on the California Department of Education's (CDE) web site.

Title I schoolwide programs are required to develop school-level comprehensive plans addressing the components listed in 20 USC 6314; see the accompanying administrative regulation.

## TITLE I PROGRAMS (continued)

Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.

(cf. 0420 - School Plans/Site Councils)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

~~The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)~~

~~(cf. 0420 - School Plans/Site Councils)~~

Note: 20 USC 6318 mandates each district and each school receiving Title I funds to have a written parent/guardian and family engagement involvement policy developed jointly with and agreed upon by parents/guardians of participating students. See BP/AR 6020 - Parent Involvement for language fulfilling this mandate.

**In addition,** ~~t~~The district and each school receiving Title I funds shall develop a written parent involvement parent/guardian and family engagement policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

### Local Educational Agency Plan

Note: 20 USC 6312 requires that districts receiving Title I funds develop a local educational agency (LEA) plan with specified components. Pursuant to 20 USC 6312, any LEA plan submitted to the California Department of Education (CDE) following enactment of the No Child Left Behind Act of 2001 will remain in effect for the duration of the district's participation in Title I, with periodic revisions. Guidance and a template are available on the CDE's web site to assist in the development and revision of the LEA plan.

20 USC 6312 requires that the LEA plan be developed in consultation with specified stakeholders, as provided below. The CDE guidance clarifies that all subsequent amendments also must be developed in consultation with these stakeholders and that both the initial plan and subsequent revisions must be approved by the Governing Board. Revisions of the plan must be kept on file in the district.

The CDE guidance suggests that the LEA plan be reviewed and updated at least once each year. The following paragraph may be revised to reflect the frequency of review desired by the Board.

~~The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low achieving students meet challenging academic standards.~~

**TITLE I PROGRAMS** (continued)

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.

**Comparability of Services**

Note: 20 USC 6321(e)(3)(A) **mandates** any district receiving Title I funds to develop procedures to ensure compliance with legal requirements regarding comparability of services. Pursuant to 20 USC 6321, requirements regarding comparability do not apply to districts that do not have more than one building for each grade span.

~~State and local funds used in~~ In schools receiving Title I funds, **state and local funds** shall be **used to** provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

Note: ~~Items #1-5 below should be revised to reflect district practice.~~ Pursuant to 20 USC 6321, a district will be considered to have met the legal requirement for comparability if it provides the CDE with written assurances that it has established and implemented (1) a districtwide salary schedule; (2) a policy ensuring equivalence among schools in teachers, administrators, and other staff; and (3) a policy ensuring equivalence among schools in the provision of curriculum materials and instructional supplies. ~~U.S. Department of Education nonregulatory guidance, Title I Fiscal Issues, and the CDE clarify that these written assurances alone would be insufficient to establish comparability.~~ The district must keep records documenting that the salary schedule and policies were actually implemented and that they resulted in equivalence among schools in staffing, materials, and supplies. **Items #1-4 below reflect methods of determining comparability authorized by the CDE. For further information, see the CDE's guidance Meeting Title I, Part A Comparability Requirements, available on its web site.**

To demonstrate comparability of services among district schools, **the district shall:**

1. ~~The Board shall aA~~ adopt and implement a districtwide salary schedule.

Note: **Items #2a and b below reflect methods authorized by the CDE to U.S. Department of Education nonregulatory guidance, Title I Fiscal Issues, presents examples of various methods that may be used to determine comparability of staffing, and may be revised to reflect district practice.** ~~on the basis of student-staff ratios. Item #2 below reflects the method used by the CDE to annually calculate and compare the district's student-staff ratios based on data collected through the California Basic Educational Data System (CBEDS). If the ratios are found to be noncomparable, the CDE will notify the district and review other indicators to determine whether corrective actions are needed. The district may revise item #2 to establish additional or alternative methods for determining comparability of student-staff ratios.~~

2. **Ensure equivalence in teachers, administrators, and other staff, as measured by either or both of the following:**



**TITLE I PROGRAMS** (continued)

2. a. The ratio of students to ~~teachers, administrators, and other staff~~ **instructional staff** at each Title I school **within a grade span, which** shall not exceed 110 percent of the average ratio ~~across for all~~ non-Title I **district** schools **within that grade span**
3. b. Salary expenditures **for instructional staff** at each Title I school, **which** shall be no less than 90 percent of the average salary expenditure across non-Title I **district** schools;
4. ~~All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.~~
3. **Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average.**
4. **Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools**
5. ~~The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.~~

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

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to **disabled** students **with disabilities**, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

Note: Although 20 USC 6321 requires records of compliance to be updated biennially, U.S. Department of Education (**USDOE**) nonregulatory guidance, Title I Fiscal Issues, clarifies that because Title I allocations are made annually, demonstrating comparability is an annual requirement. ~~The CDE monitors comparability data annually per an agreement with the U.S. Department of Education.~~ **CDE requires districts to complete and submit their comparability reports each fall. Districts with schools that fail the initial comparability test are given additional time to resolve the issues and resubmit their report with supporting documentation in the winter.**

**TITLE I PROGRAMS (continued)**

The following paragraph may be modified to reflect district practice. U.S. Department of Education guidance, Title I Fiscal Issues, suggests that the timeline for evaluating comparability be set early enough in the school year to allow corrective actions to be taken as needed in a manner that minimizes disruption to school operations.

At the beginning of each school year, ~~the~~ The Superintendent or designee shall **annually assess** ~~measure~~ comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

**Participation of Private School Students**

~~The district~~ The Superintendent or designee shall provide or contract to provide special educational services, **instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring,** or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis **in comparison to services and other benefits for** with participating public school students. (20 USC 6320, 7881)

**Program Evaluation**

Note: 20 USC 6316 contains requirements for schools receiving Title I funds that fail to make "adequate yearly progress" for two or more consecutive school years; see BP/AR 0520.2 Title I Program Improvement Schools. The following section may be revised to reflect district practice. During the Federal Program Monitoring process, the CDE will review whether the district monitors the effectiveness of district plans to help low-achieving students meet challenging academic achievement standards and revises those plans as necessary.

20 USC 6311 requires each state to have an accountability system that incorporates multiple measures, including, but not limited to, statewide assessment results for all students as well as numerically significant student subgroups. California's accountability system (the California School Dashboard) consists of both state and local indicators to assist districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Beginning in the 2018-19 school year, CDE will notify schools identified for comprehensive and/or targeted support and improvement pursuant to 20 USC 6311. See BP 0500 - Accountability.

~~The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)~~

**The Board shall regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's**

## TITLE I PROGRAMS (continued)

progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

(cf. 0500 - Accountability)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 6190 - Evaluation of the Instructional Program)

### Legal Reference:

#### EDUCATION CODE

11503 Parent involvement programs in Title I schools

~~52055-57 Districts identified or at risk of identification for program improvement~~

**52060-52077 Local control and accountability plan**

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

#### UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

~~6316 School improvement~~

6318 Parent ~~involvement~~ **and family engagement**

6320 Participation of private school students

6321 Comparability of services

**6333-6335 Grants to local educational agencies**

**6391-6399 Education for migrant students**

7881 Participation of private school students

#### CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-~~200.79~~ **200.73** Improving basic programs for disadvantaged students

### Management Resources:

#### CSBA PUBLICATIONS

~~Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006~~

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~LEA Plan, rev. May 17, 2006~~

**Frequently Asked Questions About Title I Schoolwide Programs**

**Local Control and Accountability Plan Federal Addendum Template**

**Meeting Title I, Part A Comparability Requirements, October 2017**

~~Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005~~

Management Resources continued: (see next page)

## TITLE I PROGRAMS (continued)

### Management Resources: (continued)

#### U.S. DEPARTMENT OF EDUCATION **GUIDANCE PUBLICATIONS**

***Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-Regulatory Guidance, November 21, 2016***

***Title I Fiscal Issues, Non-Regulatory Guidance, May 26, 2006 February 2008***

***Designing Schoolwide Programs, Non-Regulatory Guidance, March 22, 2006***

***Supplemental Educational Services, June 13, 2005***

***The Impact of the New Title I Requirements on Charter Schools, July 2004***

***Parental Involvement: Title I, Part A, April 23, 2004***

***Serving Preschool Children Under Title I, March 4, 2004***

***Title I Services to Eligible Private School Students, October 17, 2003***

***Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003***

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov/iasa/titleone> <https://www.cde.ca.gov/sp/sw>

No Child Left Behind: <http://www.ed.gov/nclb>

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

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# CSBA Sample

## Administrative Regulation

Instruction

AR 6171(a)

### TITLE I PROGRAMS

#### Schoolwide Programs

Note: Pursuant to 20 USC 6314, Title I funds may be used and consolidated with other federal, state, and local program funds to upgrade the entire educational program in schools that meet eligibility criteria pursuant to 20 USC 6314 and 34 CFR 200.25. Schools participating in schoolwide programs are not required to identify particular children students as eligible or identify individual services as supplementary. The following optional section is for use by districts with eligible school(s) schoolwide programs.

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6312, 6314; 34 CFR 200.25)

Note: 20 USC 6314 provides that an ineligible school may request a waiver from the California Department of Education (CDE) to operate a schoolwide program, taking into account how a schoolwide program will best serve the needs of the students in the school. For information regarding the criteria and process for seeking a waiver, see the CDE's web site.

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6312, 6314)

Note: 20 USC 6314 requires schools with Title I schoolwide programs to develop a comprehensive plan with specified components. Pursuant to Education Code 64001, this plan must be consolidated with plans required for other federal and state categorical programs into a single plan for student achievement (SPSA). The SPSA must be developed by a school site council or other school advisory group; see BP/AR 0420 - School Plans/Site Councils. However, because 20 USC 6314 requires broader engagement, the district must ensure that plan development provides opportunities for the participation of the individuals listed below. The following paragraph may be revised to reflect district practice.

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school. (20 USC 6314)

**TITLE I PROGRAMS** (continued)

*(cf. 0400 - Comprehensive Plans)*

*(cf. 6020 - Parent Involvement)*

Any participating school shall develop, annually review, and update a single plan for student achievement which incorporates the plan required by 20 USC 6314 for reforming the school's total instructional program and **The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plans required by** other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

*(cf. 0420 - School Plans/Site Councils)*

~~A schoolwide program shall include:~~ **The plan shall describe the strategies that the school will implement to address school needs, including a description of how such strategies will:** (20 USC 6314)

- ~~1. A comprehensive needs assessment of the entire school, including the needs of migrant students, which includes the achievement of students in relation to state academic content and achievement standards~~

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6162.52 - High School Exit Examination)*

*(cf. 6175 - Migrant Education Program)*

- ~~2. Schoolwide reform strategies that:~~

- ~~a. 1.~~ **Provide opportunities for all students, including economically disadvantaged students, ethnic subgroups, students with disabilities, and English learners, to meet the state's proficient and advanced levels of achievement state academic standards**

*(cf. 6011 - Academic Standards)*

- ~~b. 2.~~ **Use effective methods and instructional strategies, based on scientifically based research, that strengthen the school's core academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education and include strategies for meeting the educational needs of historically underserved populations**

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

**TITLE I PROGRAMS** (continued)*(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6177 - Summer ~~School~~ Learning Programs)***Note: Item #3 may be revised to reflect the grade levels and programs offered by the district.**

- e. 3.** ~~Include strategies to~~ **Address the needs of all students in the school, but particularly the needs of low-achieving students and those at risk of not meeting state achievement academic standards, through activities which may include the following: who are members of the target population of any program that is part of the schoolwide program**

~~Such strategies may include counseling, student services, mentoring services, college and career awareness and preparation, and the integration of vocational and technical education programs.~~

*(cf. 6164.2 - Guidance/Counseling Services)**(cf. 6164.5 - Student Success Teams)*

- ~~d. Address how the school will determine if student needs have been met~~

- ~~e. Are consistent with and designed to implement state and local improvement plans, if any~~

*(cf. 0520.2 - Title I Program Improvement Schools)**(cf. 0520.3 - Title I Program Improvement Districts)*

- a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas**

*(cf. 5141.6 - School Health Services)**(cf. 6164.2 - Guidance/Counseling Services)**(cf. 6164.5 - Student Success Teams)*

- b. Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school**

*(cf. 6141.4 - International Baccalaureate Program)**(cf. 6141.5 - Advanced Placement)**(cf. 6172.1 - Concurrent Enrollment in College Classes)**(cf. 6178 - Career Technical Education)*

**TITLE I PROGRAMS** (continued)

**c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act**

**d. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments and to recruit and retain effective teachers, particularly in high-need subjects**

~~3. High quality and ongoing professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians to enable all students in the school to meet state academic achievement standards~~

~~(cf. 4111/4211/4311 - Recruitment and Selection)~~

~~(cf. 4131 - Staff Development)~~

~~(cf. 4222 - Teacher Aides/Paraprofessionals)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

~~4. Strategies to attract high quality, highly qualified teachers to high-need schools~~

~~5. Strategies to increase parent involvement~~

~~(cf. 5020 - Parent Rights and Responsibilities)~~

**6. e. Plans Strategies** for assisting preschool children in the transition from early childhood **education** programs to **local** elementary school programs

~~(cf. 5148.3 - Preschool/Early Childhood Education)~~

~~7. Measures to include teachers in decisions regarding the use of academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program~~

~~8. Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance~~

~~(cf. 6179 - Supplemental Instruction)~~



**TITLE I PROGRAMS** (continued)

9. ~~Coordination and integration of federal, state, and local services and programs~~

**The plan shall also include a description of any applicable federal, state, and local programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)**

**The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)**

**Targeted Assistance Programs**

Note: Pursuant to 20 USC 6315, any school that is selected to receive Title I funds but is ineligible for or chooses not to operate a schoolwide program may only use Title I funds for programs that provide services to eligible students identified as having the greatest need for special assistance.

~~Items #1-2 below~~ The following paragraph may be revised to reflect grade levels offered by the district.

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to: **eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2 shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)**

1. ~~Students in grades 3-12 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the district and supplemented by the school~~

2. ~~Students in preschool through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures~~

**Eligible students include those who are economically disadvantaged; students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students; and homeless students. (20 USC 6315)**

**A** Any targeted assistance program shall: (20 USC 6315)

**TITLE I PROGRAMS** (continued)

1. Use program resources to help participating students meet state academic achievement standards, **which may include programs, activities, and academic courses necessary to provide a well-rounded education expected for all students**
2. ~~Ensure that program planning is incorporated into existing school planning~~
3. 2. Use **effective** methods and instructional strategies, ~~based on scientifically based research,~~ that strengthen the **core** academic program, ~~give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I through activities which may include:~~
  - a. **Expanded learning time, before- and after-school programs, and summer programs and opportunities**
  - b. **A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act**
4. 3. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs
5. ~~Provide instruction by highly qualified teachers~~
6. 4. Provide ~~opportunities for~~ professional development ~~to for~~ teachers, principals, **other school leaders,** paraprofessionals, and, if appropriate, ~~student services personnel~~ **specialized instructional support personnel**, ~~other staff, and parents/guardians and other school personnel~~ who work with **participating eligible** students **in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.**
7. 5. ~~Provide~~ **Implement** strategies to increase ~~parent~~ **the** involvement **of** **parents/guardians of participating students**

<b>Note: Item #6 may be revised to reflect programs offered by the district.</b>
--

8. 6. **If appropriate and applicable, c**~~o~~ordinate and integrate federal, state, and local services and programs, such as **programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311**

**TITLE I PROGRAMS** (continued)**7. Provide assurances to the Superintendent or designee that the program will:**

- a. Help provide an accelerated, high-quality curriculum**
- b. Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds**
- c. On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards**

**Participation of Private School Students**

~~The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)~~

Teachers, ~~other educational personnel,~~ and families of participating private school students shall have an opportunity to participate, on an equitable basis, in ~~parent involvement~~ **parent/guardian and family engagement** activities and professional development pursuant to 20 USC 6318 ~~and 6319.~~ (20 USC 6320, 7881)

Note: The following **optional** paragraph reflects ~~California Department of Education (CDE) guidance, Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, and~~ U.S. Department of Education non-regulatory guidance, Title I Services to Eligible Private School Students.

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation, **and invite them to a meeting to discuss the intent of Title I and the roles of public and private school officials.**

Note: 20 USC 6320 requires meaningful and timely consultation with private school officials as described below. Pursuant to 20 USC 6320, a private school official has the right to complain to the CDE that the district ~~did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official~~ **did not comply with these requirements, and the district must forward the appropriate documentation to the CDE.**

The Superintendent or designee shall consult, ~~in a meaningful and timely manner,~~ with appropriate private school officials, **in a meaningful and timely manner,** during the design and development of the district's Title I programs, **with the goal of reaching agreement on**

**TITLE I PROGRAMS** (continued)**how to provide equitable and effective programs for eligible private school students.**

Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include ~~a discussion of~~ **consultation on issues such as the following:** (20 USC 6320, 7881; 34 CFR ~~200.63~~ **200.56**)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to **eligible** private school students, **and** the proportion of funds **that is to be** allocated for such services, **and how that proportion of funds is determined**

Note: Pursuant to 20 USC 6320, the district has the final authority to calculate, each year or every two years, the number of private school students, ages 5-17, who are from low-income families. The district may use the same measure of low income as used to determine eligibility for public school students or any other measure listed in 20 USC 6320(c)(1).

6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of services **s** to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
9. **Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor**
10. **Whether to provide services to eligible private school students by pooling funds or on a school-by-school basis**

**TITLE I PROGRAMS** (continued)

**11. When services will be provided, including the approximate time of day**

**12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students**

**If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)**

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The ~~Superintendent or designee~~ **district** shall maintain, and shall provide to the ~~California Department of Education upon request~~ **CDE**, a written affirmation signed by officials of each participating private school that consultation has occurred. **The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)**

~~Note: The following paragraph is optional. CDE and U.S. Department of Education guidance on the participation of private school students address actions that should be taken if private school officials fail to sign the above affirmation in a reasonable period of time, as provided below.~~

~~If the private school officials do not provide such affirmation within a reasonable period of time, the Superintendent or designee shall maintain records of the consultation or the offer of consultation.~~

*(cf. 3580 - District Records)*

~~Note: In addition to the records described above, CDE guidance on the participation of private school students suggests that the following records be maintained. **Optional** items #1-4 below may be revised or expanded to reflect district practice.~~

~~The Superintendent or designee also shall maintain records documenting that:~~

- ~~1. The needs of private school teachers and/or private school students were identified.~~
- ~~2. The funds made available were equitable to those allocated for public school students and teachers.~~

**TITLE I PROGRAMS** (continued)

3. ~~The district's program met the needs of the private school teachers and/or private school students.~~

4. ~~The district made efforts to resolve any complaints made by private school representatives.~~

**Note: The following optional paragraph may be revised to reflect district practice.**

**The Superintendent or designee shall also maintain copies of program descriptions, notices, funding allocations, and other communications and records pertaining to the provision of services to private school students.**

**AGENDA ITEM 16.0**

**ACTION ITEM: 2017-18 Gold Trail Federation of Educators: Certificated Employees Collective Bargaining Agreement**

**BACKGROUND**

Before the Board approves any agreement, the Superintendent and chief business official shall certify in writing that any costs incurred by the district under the agreement can be met by the district during the term of the agreement. The certification shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term. (*Government Code 3547.5, BP4143.1*) The District will ratify the collective bargaining agreement.

**ATTACHMENTS**

- **AB 1200 Disclosure**
- **2015-18 Certificated Agreement**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Taking into consideration public comment, the Board will take action to ratify the agreement.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
**In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5; CCR, Title V, Section 15449**

**SELECT DISTRICT HERE:**

**Gold Trail School District**

The proposed agreement is a \_\_\_\_1\_\_\_\_ year agreement that covers the period beginning 7/1/2017 and ending 6/30/2018, and will be acted upon by the Governing Board at its meeting on May 10th, 2018. The General Fund is impacted as follows. Impact on other funds is addressed in the narrative.

**Bargaining Unit Group**

Certificated  
 Classified  
 Confidential/Management  
 Other

Check one by marking with "X"	Cost of 1% *
X	\$ 25,740
X	\$ 15,184
X	\$ 11,862
	\$ -

\* includes salary and related benefits, e.g. STRS, PERS, Workers Compensation, Unemployment

**A. Proposed Change in Compensation**

	Compensation	\$ Fiscal Impact of Proposed Agreement		
		Year 1 FY -	Year 2 FY -	Year 3 FY -
1	Salary Schedule - Increase(Decrease)	55,656	58,036	58,820
2	Step and Column - Increase (Decrease) due to movement plus any changes due to settlement			
3	Other Compensation (complete description below)	1,204		
4	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc. (may be included in costs above or shown separately)	11,129	13,014	14,173
5	Health/Welfare Benefits - Increase (Decrease)	-		
6	Total Compensation	67,989	71,050	72,993
7	Total Number of Represented Employees	68	68	68
8	Total Compensation Average Cost per Employee - Increase (Decrease)	998	1,045	1,073

%		
Year 1 FY -	Year 2 FY -	Year 3 FY -
Cost of 1%:	\$ 52,786	
1.05%	1.10%	1.11%
0.00%	0.00%	0.00%
0.02%	0.00%	0.00%
0.21%	0.25%	0.27%
0.00%	0.00%	0.00%
1.29%	1.35%	1.38%

9 Other Compensation - Increase (Decrease)  
 (Stipends, Bonuses, etc.) Provide Description Below

10 Were any additional steps, columns, or ranges added to the schedules? YES NO  
 If YES, please explain below



We reduced the steps in Column 4 and 5 of the salary schedule from 28 steps to 26.

- 11 Does this bargaining group have a negotiated cap for  
Health and Welfare benefits?

YES

NO

*If YES, please indicate the cap amount.*

551.60 a month

- A. Proposed change in compensation.** Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary

There was an 1.5% increase on the salary schedule for each of the different salary schedules effective 7/1/2017 through 6/30/2018. In the case of classified confidential and classified management there was a 1.5% increase on each step of the existing salary schedule. In the case of the classified, each step and column for each classified position was increased by \$0.30 which was the equivalent of 1.5% of the entire classified salary costs. Finally in the case of the Certificated, we reduced the steps in column 4 and 5 from 28 steps to 26 steps and increased the salaries to the equivalent of 1.5% of the

- B. Proposed negotiated changes in non-compensation items** (e.g. class size adjustments, staff development days, teacher prep time, etc.)

There was one adjustment to our class size, the maximum in TK (Transitional Kindergarten) is reduced from 28 to 24, excluding Physical Education and Performing Arts. We have made some changes to the working conditions to allow teachers greater access to their classrooms over the summer period. The district will be posting maintenance schedules specific to the classrooms to allow teachers to plan for access. In Special Education, placement in a regular education classroom shall be decided after consultation with the teacher(s) and administration, and prior to the student's placement

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

We are not budgeting for any reductions in programs or staff. We are not anticipating any changes either.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

No contingency language has been included.

- E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

There has been some update to the language for all represented members with regard to federation rights, procedures and dues. It was decided that the district should provide the Federation written notice of any new employee orientations in whatever form they may take at least forty eight (48) hours prior to orientation. All orientations be held during the workday. Any unit member who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary date of

- F. Will this agreement create, or increase an operating deficit in the current or subsequent year(s)?** An operating deficit is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No, it will not create a deficit in this year or the subsequent two years.

- G. Source of funding for proposed agreement.**

Current year:

General fund

How will ongoing cost of the proposed agreement be funded in future years?

General fund

If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations).

I am using the assumptions from our 2017-18 2nd interim report. COLA 1.56%, GAP funding rate of 43.190% and ADA of 679.00

For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections enrollment growth, COLA, deficits, etc.

- H. Describe the financial impact on other funds affected by the proposed settlement - consider Cafeteria, Adult Education, Deferred Maintenance**

There will be an increase in our cafeteria liability due to the increase salary costs of both the supervisor and the classified staff who are paid through our cafeteria fund. We anticipate that amount to be about \$5,000.00.

**G. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

## 1. State Reserve Standard (after impact of Proposed Agreement)

a. Total expenditures, transfers out, and uses (including cost of proposal)	\$ 6,628,719
b. State Standard Minimum EUR Percentage for this district	4.00%
c. State Standard Minimum EUR amount for this district	\$ 265,149
<i>(greater of line 1-c or \$65,000 for districts w/less than 100 ADA)</i>	

2. Budgeted Unrestricted reserve (after impact of Proposed Agreement)

a. General Fund budgeted Unrestricted EUR	\$ 261,000.00
b. General Fund budgeted Unrestricted Unappropriated amount	\$ 100,048
c. Special Reserve Fund budgeted EUR	\$ 92,561
d. Special Reserve Fund budgeted Unappropriated amount	\$ -
<b>e. Total District budgeted Unrestricted reserves</b>	<b>\$ 453,609</b>

## 3. Do Unrestricted reserves meet the state minimum standard amount?

Yes

☒

No

☐

Disclosure of Collective Bargaining Agreement

Page 5 of 7

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

In accordance with E.C. 42142

Date of governing board approval of budget revisions in Col. 2 May 10th 2018

*If the board approved revisions are different from the proposed revisions in Col. 2, provide an updated report upon approval of the district governing board.*

Current Year 1: 2017-18

	(Col. 1) Latest Board- approved budget before settlement (as of 2nd Interim)	(Col. 2) Revisions Necessary as a result of proposed settlement	(Col. 3) Other Revisions	(Col. 4) Total impact on budget (col. 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	5,554,893	-		\$ 5,554,893
Remaining Revenues (8100-8799)	843,753	-		\$ 843,753
<b>TOTAL REVENUES</b>	<b>6,398,646</b>	<b>-</b>	<b>-</b>	<b>\$ 6,398,646</b>
EXPENDITURES				
1000 Certificated Salaries	2,525,596	34,252		\$ 2,559,848
2000 Classified Salaries	1,287,022	22,608		\$ 1,309,630
3000 Employee Benefits	1,499,128	11,129		\$ 1,510,257
4000 Books and Supplies	264,577			\$ 264,577
5000 Services and Operating Expenses	598,567			\$ 598,567
6000 Capital Outlay	213,419			\$ 213,419
7000 Other	55,982			\$ 55,982
<b>TOTAL EXPENDITURES</b>	<b>6,444,291</b>	<b>67,989</b>	<b>-</b>	<b>\$ 6,512,280</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(45,645)</b>	<b>(67,989)</b>	<b>-</b>	<b>\$ (113,634)</b>
Other Sources and Transfers In	54,439			\$ 54,439
Other Uses and Transfers Out	62,000			\$ 62,000
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND</b>				
<b>BALANCE</b>	<b>(53,206)</b>	<b>(67,989)</b>	<b>-</b>	<b>\$ (121,195)</b>
<b>BEGINNING BALANCE</b>	<b>\$ 519,903</b>			<b>\$ 519,903</b>
<b>ENDING BALANCE</b>	<b>\$ 466,697</b>			<b>\$ 398,708</b>

**IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**  
In accordance with E.C. 42142

<b>Year 2: <u>2018-19</u></b>				<b>Year 3: <u>2019-20</u></b>			
(Col. 5) Latest Board- approved MYP before settlement	(Col. 6) Revisions Necessary as a result of proposed settlement	(Col. 7) Other Revisions	(Col. 8) Total impact on budget (col. 5+6+7)	(Col. 9) Latest Board- approved MYP before settlement	(Col. 10) Revisions Necessary as a result of proposed settlement	(Col. 11) Other Revisions	(Col. 12) Total impact on budget (col. 9+10+11)
\$ 5,872,511			\$ 5,872,511.00	\$ 5,794,366			\$ 5,794,366.00
\$ 763,609	\$ 200,305		\$ 963,914.00	\$ 749,944			\$ 749,944.00
6,636,120	200,305	-	\$ 6,836,425.00	6,544,310	-	-	\$ 6,544,310.00
\$ 2,568,311	\$ 34,447		\$ 2,602,758.00	\$ 2,545,303	\$ 38,169		\$ 2,583,472.00
\$ 1,304,065	\$ 23,589		\$ 1,327,654.00	\$ 1,340,797	\$ 20,651		\$ 1,361,448.00
\$ 1,625,226	\$ 13,014		\$ 1,638,240.00	\$ 1,716,992	\$ 14,173		\$ 1,731,165.00
\$ 310,184			\$ 310,184.00	\$ 391,681			\$ 391,681.00
\$ 641,024			\$ 641,024.00	\$ 586,865			\$ 586,865.00
\$ 2,389			\$ 2,389.00	\$ 2,391			\$ 2,391.00
\$ 56,055			\$ 56,055.00	\$ 56,130			\$ 56,130.00
6,507,254.00	71,050.00	-	\$ 6,578,304.00	6,640,159.00	72,993.00	-	\$ 6,713,152.00
128,866.00	129,255.00	-	\$ 258,121.00	(95,849.00)	(72,993.00)	-	\$ (168,842.00)
\$ 54,439			\$ 54,439.00				\$ -
\$ 64,000			\$ 64,000.00	\$ 66,000			\$ 66,000.00
119,305	129,255	-	\$ 248,560.00	\$ (161,849)	\$ (72,993)	-	\$ (234,842.00)
\$ 466,697			\$ 398,708.00	\$ 586,002			\$ 647,268.00
\$ 586,002			\$ 647,268.00	\$ 424,153			\$ 412,426.00

**Certification No. 1**

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of \_\_\_\_\_ Gold Trail School District \_\_\_\_\_, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Gold Trail Federation of Educators \_\_\_\_\_ Bargaining Unit, during the term of the agreement from \_\_\_\_\_ 7/1/2017 to \_\_\_\_\_ 6/30/2018 \_\_\_\_\_.

- ☒ The budget revisions necessary to meet the costs of the agreement in year of its term are reflected on pages 5 & 6 of this document.
- ☐ N/A - No budget revisions necessary.

\_\_\_\_\_  
District Superintendent (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Official (Signature)

\_\_\_\_\_  
Date

**Certification #2**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the *Public Disclosure of Proposed Bargaining Agreement* in accordance with the requirement of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
District Superintendent or Designee (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on \_\_\_\_\_ May 10th 2018 \_\_\_\_\_, took action to approve the proposed agreement with the Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board (Signature)

\_\_\_\_\_  
Date

# **Collective Bargaining Agreement**

**Between the**

**Board of Trustees  
Gold Trail Union School District**

**and the**

**Gold Trail Federation of Educators  
Certificated Employees  
AFT Local 4911**



## **Effective Dates**

**- July 1, 2015 through June 30, 2018 -**

**Ratified by GTFE: April 12, 2018**

**Adopted by the Board of Trustees: May 10, 2018**



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## **Article I**

### **RECOGNITION**

The Board of Trustees of the Gold Trail Union School District (District) hereby recognizes the Gold Trail Federation of Educators, AFT Local 4911, AFL-CIO (Federation) as the exclusive representative of all certificated employees, excluding all management, supervisory, confidential, and short-term substitute employees.

## **Article II**

### **SAVINGS**

In the event that any provision of this Agreement is, or at any time shall be contrary to law or is deemed invalid as determined by a court of competent jurisdiction, legislative action or determination by the Public Employment Relations Board, all other provisions of the Agreement shall continue in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions. The District and the Federation shall meet upon request to discuss the invalidation and negotiate a replacement clause if necessary

### **Article III**

#### **EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

## **Article IV**

### **NON-DISCRIMINATION**

The District shall not discriminate against any certificated employee with respect to assignments, transfers, wages, hours, leaves or discipline on the basis of race, color, religion, national origin, gender, marital status, sexual orientation, pregnancy, lifestyle, political affiliation, or membership or participation in a teacher organization.

## **Article V**

### **FEDERATION RIGHTS**

The District recognizes the rights of employees to form, join, and participate in the lawful activities of the Federation.

The Federation or its designated representative shall have the right to meet with the District, at the request of either party, to consult on matters of educational objectives, determination of the content of courses and curriculum, selection of textbooks, as well as matters relating to the implementation of this Agreement.

The Federation may appear on the Board agenda in accordance with normally established Board procedure and speak on any issues of said agenda before a vote is taken on such issues. Two copies of all Board materials will be provided to the Federation by the Secretary of the Board at the same time it is made available to the members of the Board. The Federation will receive a copy of the minutes after the meeting of the Board.

The Agreement is available in its entirety on the web at [www.gtusd.org](http://www.gtusd.org), hardcopy in the Staff Rooms and school offices and e-mailed to every unit member.

The Federation shall have the right to use District facilities during non-instructional hours when there is no conflicting previously scheduled use. The use of a teacher's classroom for meetings shall not require any advance notice.

The Federation shall have the right to use the intra-district mail system and/or mailboxes for the purpose of communicating with teachers.

The Federation shall have the right to bulletin board space for communicating union business.

The District agrees to provide release time without loss of compensation for up to five (5) representatives for the Federation for the purpose of negotiations.

#### **Orientation**

1. For this subsection only, a 'day' is defined as one calendar day.
2. Orientations shall be held during the workday.
3. The District shall provide the Federation written notice of any new employee orientations in whatever form they may take at least forty eight (48) hours prior to orientation.
  - a. Representatives of the Federation shall be permitted to make a presentation of up to sixty (60) minutes and present written materials to any employee participating in such orientation. During this time, District representative shall not be present.
  - b. Federation representatives shall have release time without loss of compensation to attend new employee orientations and/or deliver presentations.

#### **Information**

1. The District shall provide the Federation the following information within seventy two (72) hours of hiring: (a) name; (b) job title, (c) department, (d) work location; (e) work phone number and extension; (f) work email address.
  - a. The District shall provide by the first day of school the same information outlined above for all employees, and then again as requested.

## **Article VI**

### **DISTRICT RIGHTS**

The Board of Trustees hereby retains and reserves unto themselves all rights, powers, authority, duties and responsibilities conferred upon it by law.

The exercise of those rights, powers, authority, duties, and responsibilities, and the adoption of such rules, regulations, and policies as it deems necessary in the management, direction, and administration of operations and activities of the District shall be limited only by the specific and express terms of this Agreement and by law.

## Article VII

### PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

The District shall deduct monthly dues from the regular salary check of each teacher who is a member of the Federation. The District agrees to remit such monies, whether for dues or other fees, by the 15<sup>th</sup> of each month to the Federation accompanied by an alphabetical list of employees for whom such deductions have been made.

Upon appropriate written authorization, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, or any other programs jointly approved by the Federation and the Board.

#### **Maintenance of Dues Authorizations**

Any unit member who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary date of the unit member's authorization or 2) the date of termination of this contract, whichever occurs sooner. The District will honor the unit member's written authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Federation.



## Article VIII

### ASSIGNMENT AND TRANSFERS

#### 1. Definitions

- a. Assignment: The placement of an employee in a specific grade level, subject or program area.
- b. Reassignment: The movement of an employee within a school from one (1) grade level, subject, program area, to another grade level, subject or program area.
  - i. Voluntary: Employee initiated.
  - ii. Involuntary: District initiated.
- c. Transfer: The movement of an employee from one (1) site to another site.
  - i. Voluntary: Employee initiated.
  - ii. Involuntary: District initiated.
- d. Displacement: A reassignment or transfer based on a change in enrollment relocation of program or configuration due to program needs.
- e. Vacancy: An unfilled certificated position created by death, resignation, retirement, termination, transfer, reassignment, expansion of program, or increase in enrollment.

#### 2. General Provisions

- a. Assignment
  - i. Unit members shall be assigned only within the scope of their teaching certificates and/or his/her major fields of study.
  - ii. The Site Administrator shall prepare a tentative schedule indicating the number of classes at each grade level and subject. Tentative assignments will be posted and distributed no later than May 1.
  - iii. Should a current certificated employee be interested in pursuing a certificate or credential vacant in the District and the District has a compelling need, the District will pay registration fees for all coursework and credentialing costs only. Completed units may be used for column moves.
  - iv. Should a current certificated employee be interested in pursuing an English Language certificate, the District will pay registration fees for all coursework and credentialing costs only. Completed units purchased by the employee may be used for column moves.

- b. Notification
  - i. School Year – All postings will be sent by e-mail to all unit members. The District and the unit will also designate specific areas for the posting of available positions. These areas will be located at the District Office, Sutter's Mill School, and Gold Trail School. In-house posting will occur one (1) week prior to outside posting (to cover a minimum of ten working days).
  - ii. Summer - All postings will be sent by e-mail to all unit members. For vacant teaching positions that are open on or after July 15, current employees will have a seven (7) calendar day window after e-mail notification in which to apply for the assignment.
- c. Voluntary Transfer or Reassignment
  - i. A unit member may request a transfer to another site or reassignment by submitting a written request prior to March 1 to the District Office. In evaluating such a request, the District will consider the following in descending order of importance:
    - a. The requirements of State and Federal guidelines and the credentials, qualifications, and experience of the unit member.
    - b. Seniority
  - ii. A unit member shall be given preference over a new applicant.
  - iii. Transfer or reassignment is contingent upon interview and approval by the Site Administrator.
  - iv. Specific reason(s) for transfer or reassignment denial will be given to the unit member by the Superintendent or designee. This written response will occur within two (2) weeks of the request.

- d. Involuntary Transfer or Reassignment
- i. Any unit member administratively transferred or reassigned under this section will be notified in writing by the Superintendent of the specific reason prior to the publication of the transfer or reassignment and may request, in writing, a conference with the Superintendent.
  - ii. During the school year, a teacher reassigned to a different grade level or subject at the same site shall be given, upon request, one (1) self-directed work day without other responsibilities to prepare for the new assignment; a teacher transferred to a different site shall be given, upon request, two (2) self-directed work days to prepare for the new assignment.
  - iii. Any unit member who is involuntarily assigned to a different grade level shall not be involuntarily assigned to a different grade level again for at least two (2) years without the consent of the unit member, except when the assignment is caused by declining or changing enrollment, elimination or institution of programs, or compliance with law.
  - iv. Reasons for Involuntary Transfer or Reassignment:
    - a. A transfer may be made to meet State compliance requirements and/or because a specialized credential is required.
    - b. Displacement
    - c. Involuntary transfer or reassignment may include transfer or reassignment as a means of providing a new teaching setting for a unit member on a teacher assistance plan.
  - v. Selecting Unit Members for Involuntary Transfer and Reassignment:

In selecting a unit member to be transferred or reassigned in order to meet State and Federal compliance requirements, or because of displacement, the administration will choose the least senior teacher at the site who meets the requirements of state and local guidelines, including proper credentialing.
  - vi. Under special circumstances, the Superintendent reserves the right to administratively assign teachers to positions more suited to their strengths and expertise. The Superintendent's determination shall be based on concrete and supportable reasons, including but not limited to:
    - a. To better utilize a curricular or instructional strength of the unit member;
    - b. To better utilize experience/background and/or other leadership capabilities of the unit member;
    - c. To place a unit member in a position that better serves the needs of the students in the school or assignment to which the transfer or reassignment is made;
    - d. To enable the District to place a teacher returning from leave in an assignment for which that teacher is appropriately credentialed and qualified.

The burden of proof shall rest with the Superintendent.

The reasons for the transfer shall be placed in writing and given to the effected unit member(s) and the Federation prior to the involuntary transfer. The Superintendent shall consult with the Federation prior to his/her determination.

Should the Federation or the grievant disagree with the transfer, the grievant's appeal shall commence at Step 3 of Article XIX, Grievance Procedure.

- vii. Unit members will not be transferred or reassigned as a punitive measure. Similarly, unit members will not be denied transfer or reassignment as a punitive measure.
- viii. Self-contained combination classes will be assigned to teachers using the following guidelines:
  - A. Site Administrators will ask for volunteers to teach combinations classes prior to any involuntary reassignment. Should there be more volunteers than positions available, the most senior volunteers shall be granted the combination classes.
  - B. General Education teachers in grades one through eight shall receive an additional \$4000 for teaching a combination class.
  - C. Should there not be sufficient volunteers, the teachers with the least seniority at that school site within the two year grade level span of the proposed combination class (cohort) will be assigned for that school year only. Specific exceptions to this policy are listed in subsections (D), (E) or (F) below. Should subsections (D), (E) or (F) below apply the next least senior teacher in the cohort shall be involuntarily reassigned to a combination class.
  - D. A teacher in the cohort will not be reassigned to a combination class until every teacher in the cohort has been assigned to a combination class.
  - E. A teacher who is involuntarily reassigned to a combination class will have single grade assignment priority for the subsequent year. The most senior of the cohort will have first selection of grade level.
  - F. Unless specifically hired to teach a combination class, a teacher in his or her first two (2) years with the District shall not be assigned to teach a combination class.

## Article IX

### EVALUATION

#### 1. Types of Evaluation

The teacher evaluation shall be based on the California Standards for the Teaching Profession and Education Code Sections 44662 et seq. and shall consist of two (2) options: a professional learning community option and an administrative option.

Employees who transfer shall take his/her evaluation option with them.

#### ADMINISTRATIVE OPTION

*Mandatory for Teachers with Two Years or Less in the District*

*Optional for Teachers with More Than Two Years in the District*

#### PROFESSIONAL LEARNING COMMUNITY OPTION

*Optional for Teachers with Two Years or More in the District*

#### 2. Frequency of Evaluation

Probationary and temporary employees shall be given one (1) written performance evaluation each year.

Permanent employees shall be evaluated on a continual basis once every other year.

#### 3. Evaluation Responsibilities

- a. Employees shall be furnished a copy of the evaluation procedures and advised of the criteria upon which the evaluation is to be based within thirty (30) teaching days of the beginning of the year.
- b. Observations shall be arranged in advance by an Administrator with the employee.
- c. Should the Administrative option be applied, evaluations shall be based on at least two (2) formal classroom observations of not less than thirty (30) minutes each, with post-observation conferences scheduled within five (5) school days of observation.
- d. Copies of the observation report shall be provided to employees during his/her post-observation conference.
- e. Evaluations shall be completed and summarized in writing so that each teacher shall receive his/her evaluation no later than thirty (30) calendar days prior to the last day of school.

#### 4. Assistance Plan

An Assistance Plan is only required for an individual who receives an unsatisfactory evaluation. Article XVII, Peer Assistance Review (PAR), governs the Assistance Plan that shall be provided.

**Gold Trail Union School District  
EVALUATION**

	<i><b>P.L.C. Option*</b></i>	<i><b>Administrative Option</b></i>
<i><b>Eligibility</b></i>	Optional for teachers with more than two (2) years in the District.	Optional for teachers with more than two (2) years in the District.
<i><b>Professional Focus</b></i>	Show evidence of progress of students toward established academic standards	Show evidence of progress of students toward established academic standards
<i><b>Planning Conference</b></i>	Teacher and evaluator meet within first thirty (30) teaching days of each school year to discuss terms and conditions of this option.	Teacher & evaluator meet within first thirty (30) teaching days of each school year. Teacher meets with evaluator to present, discuss and agree upon goals.
<i><b>Observation and Conference</b></i>	Book to be chosen by administrator with input from the teachers and paid for by the District. Teacher & evaluator meet three (3) times per year for one (1) hour after school. If a meeting is missed, the teacher will make up the meeting with the principal or superintendent.	Two conference cycles consisting of two (2) administrative observations followed by a post-observation with evaluator.
<i><b>Summative Meeting</b></i>		Teacher & evaluator meet; evaluator writes evaluation.
<i><b>Evaluation Period</b></i>	Biannual  Participant must cycle into the administrative option once every five (5) years.	Biannual

\*The P.L.C. will be open to all teachers and may be used for two (2) in house units of professional development per year. The teacher will write a paper (1-2 pages in length) on how to implement the ideas from the book into their classroom and will attend a fourth meeting to discuss these ideas.

## **Article X EMPLOYEE RIGHTS**

### **1. Employee Files**

- a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the employee's personnel files unless the employee has had an opportunity to read the material prior to it being added to his/her file.
- b. The employee shall have the right to respond to any material filed and his/her answer shall be attached to the file copy.
- c. Upon request, the employee shall have the right to see and reproduce all documents not prohibited by statute in his/her personnel file.
- d. The District shall have only one (1) personnel file per employee and it shall be maintained at the District Office.

### **2. Prior Notice of Right to Representation**

The employee shall be informed by the District of the purpose of any meeting called for discipline or evaluation purposes. The employee shall be told of the right to have representation by the Gold Trail Federation of Teachers, the exclusive representative, either before the meeting or at the point in the meeting when an adverse effect related to the employee's status might result from the proceedings.

### **3. Public Charges**

- a. If parents, other employees, or community members have a complaint against a unit member, the District will request the complainant to communicate directly with the person against whom the complaint is lodged. The District will encourage the complainant to try to resolve concerns with the unit member personally.
- b. If the complaint is not resolved informally by the complainant and the unit member, the complainant may submit the complaint in writing, signed by the complainant, to the Site Administrator or immediate supervisor. The unit member shall be given a copy of the written complaint and shall have the right to respond orally or in writing within ten (10) work days after receipt of the complaint. Any written response made by the unit member will be attached to any report of the complaint placed in the unit member's personnel file.— If the complaint is not put in writing, the District will advise the complainant that it cannot proceed with the investigation. If the complaint is not put in writing, the complaint cannot be used in an evaluation of the unit member. Nothing in this Section shall prevent the District from proceeding with an independent investigation should the alleged complaint rise to the level of charges enumerated in Education Code Section 44932. Neither the District nor the Federation waives any rights that the District, the Federation, or the unit member has under State or Federal law.
- c. The Site Administrator or immediate supervisor shall be responsible for investigating the written complaint to be investigated. Any investigation shall include an interview with the unit member against whom the complaint has been made. The Site Administrator or immediate

supervisor will attempt to resolve the complaint after making, or after having caused to be made, an investigation of the alleged facts and circumstances.

- d. Once the complaint has been put in writing and is signed by the complainant, the unit member may be represented by a Federation representative at any meeting regarding the complaint.
- e. If the complaint remains unresolved after the Site Administrator or immediate supervisor's review and investigation, the complaint shall be referred to the Superintendent, along with the supervisor's report, a copy of which shall be provided to the unit member. The Superintendent shall issue a written decision. The complainant shall consider the Superintendent's decision as final; however, the complainant or the employee may appeal the matter to the Governing Board.
- f. Any appeal to the Board must be filed in writing with the Board within ten (10) working days following receipt of the decision by the Superintendent.
- g. Should the employee appeal to the Governing Board, the Superintendent shall prepare a report, a copy of which shall be provided to the employee. The Superintendent's report shall contain the following:
  - i. The name of the employee and complainant.
  - ii. A brief summary of the facts.
  - iii. A copy of the original complaint.
  - iv. A summary of the action taken by the Superintendent.
- h. The Board shall address the appeal. All parties to the complaint may be asked to meet with the Board in closed session. All complaints or public charges concerning a unit member shall be discussed in closed session unless the employee requests that the issue charges be addressed in open session. All parties to the complaint may be asked to meet with the Board in closed session. A unit member has the right to a Federation representative at such a hearing in closed session meeting before the Board. The Board shall render a written decision to the parties within ten (10) working days, which shall either sustain, modify or overrule the decision reached by the Superintendent.
- i. The Federation may utilize the grievance procedure, commencing with Step 5, should it disagree with the Board's decision by requesting a hearing before an arbitrator within fifteen (15) working days of the decision.
- j. Complaints which are unsubstantiated or proven false shall not be included in the unit member's personnel file.



## Article XI

### HOURS OF EMPLOYMENT

1. **Calendar**

The District and the Federation shall work together to develop a calendar for the subsequent school year.

2. **Work Year**

This will include one (1) employee work days and two (2) staff development days, at least ten (10) minimum days for the purpose of parent conferences, and one (1) minimum day at the end of the school year for check-out.

3. **Instructional Day/Minutes**

The instructional day shall be defined as required by Education Code 46201.

4. **Duty Day and Lunch Period**

Unless otherwise set forth in this Agreement, the duty day for full-time employees shall be seven and a half (7.5) hours per day, including a thirty (30) minute duty-free lunch period. The lunch period shall be exclusive of any time required to escort students to lunch lines and passing time, for which up to ten (10) minutes shall be provided. The thirty (30) minute lunch period shall be an uninterrupted period of time.

5. **Preparation Time**

- a. One (1) period, or equivalent, within the duty day for regular education 4 - 8 grade teachers shall be for planning and preparation time. A preparation period is defined as that period of time which is used by the employee to prepare for instruction programs.
- b. Classroom teachers in the regular education K - 3 grades shall be provided a minimum of ninety (90) minutes of preparation time per week. This time shall be provided on a scheduled basis within the teacher's duty day. This provision excludes Resource Specialists.
- c. Preemption of preparation time shall be on a voluntary basis.

6. **Traveling Employees**

- a. During the normal duty day, employees traveling to another campus shall be allowed a reasonable amount of time to travel between work assignments. Employees shall not be required to travel during his/her lunch or preparation periods.
- b. Traveling employees shall have no more classes and meetings than if they taught at one (1) site.

7. **Staff Meetings**

Staff meetings will be held with a maximum of 180 minutes per month, not to exceed 90 minutes per meeting.

**8. Part-Time Employment**

- a. A part-time employee is defined as an employee who works less than 100 percent. The proportion of a full-time assignment shall be based upon a work day of seven and one-half (7.5) hours, less the 30 minutes duty-free lunch period.
- b. Employees in part-time service shall have all rights and privileges afforded full-time employees under this Agreement, except where specifically abridged.
- c. The salary and health and welfare benefits paid a part-time employee shall be a proportional ratio of the salary and benefits he/she would have earned as a full-time employee. The employee may elect to pay the balance of the cost in order to obtain full health and welfare benefit coverage.
- d. Sick leave is accrued based on the prorated normal rate.
- e. Worker's compensation insurance is based on the employee's actual salary.
- f. The part-time teacher is required to take an active part in District and school inservice, staff and other meetings, parent conferences, bus duty and other duties as required on a prorated basis, unless remunerated at their current rate. Attendance at all other inservice days and community relations/adjunct duties will be on a prorated basis. The part-time teacher will meet with his/her school Site Administrator to establish a duty schedule.
- g. A request for part-time teaching shall be made in writing through the Site Administrator to the District Office by February 15. Receipt of the request shall be promptly acknowledged. The District shall notify the employee as soon as possible, but no later than June 1, whether or not his/her request has been granted by the Board.
- h. Where a part-time request shall involve a transfer or reassignment, it shall be processed in accordance with the Transfer Article of this Agreement.
- i. Teachers who are granted a reduction from full-time to part-time teaching shall concurrently be granted a leave without pay for the remainder of his/her full-time assignment.

## Article XII

### CLASS SIZE/WORKING CONDITIONS

#### 1. Class Size

- a. The maximum class size in grade TK (Transitional Kindergarten) is 24 students per class, excluding Physical Education and Performing Arts. Maximum class size in grades K-3 is 29 students per class, excluding Physical Education and Performing Arts, as it relates to the Local Control Funding Formula (LCFF) grade span calculation.
- b. Maximum class size in grades 4-8 is 35 students per class, excluding Physical Education and Performing Arts.
- c. When class size reaches the designated maximum, the District will meet and confer with Federation representatives to discuss and implement a solution to class size overages that is mutually agreeable to both the Unit and the District.
- d. In all cases, County Office assigned students will be counted in the scheduled class size.
- e. At the K-3 level, maximum number of students per staff member for the Physical Education shall be 60. No more than 60 students shall be scheduled in a single period. When class size exceeds 40 an aide shall be provided.
- f. At the 4-6 level, maximum number of students per staff member for the Physical Education shall be 45. No more than 90 students shall be scheduled for Physical Education during a single period.
- g. At the 7-8 level, maximum number of students per teacher member for the Physical Education shall be 45. No more than 90 students shall be scheduled for Physical Education during a single period. For every student over 45 during a single class, the program shall receive \$100.00 for the school year.
- h. Limit the Jr. High elective class sizes to prevent a negative impact on class size as reflected in this agreement.
- i. Class size in the same subject area will be numerically balanced to the extent reasonable after the first two (2) weeks following the start of the semester/trimester.

## **2. Working Conditions**

- a. Classroom interruptions shall be kept to a minimum.
- b. Each employee shall be provided a storage space which shall be capable of being locked. The District shall provide locks and keys, if requested, at no cost to employees. Necessary keys provided to employees shall be retained by the employee until the end of the assignment, or as agreed to by the administrator.
- c. No junior high regular education teacher who teaches greater than 50% of their day in core academic classes (math, science, history, and language arts) shall have more than three preparations a day, unless mutually agreed upon. Upon mutual agreement, the teacher will receive \$4000 in additional remuneration.
- d. Sufficient and appropriate space and privacy shall be provided to employees to facilitate conferences with other professionals and/or parents.
- e. All teachers shall be provided with a desk, chair, and filing cabinet. All classrooms shall have a phone or an intercom system. Every effort shall be made to provide each teacher his/her own room when appropriate and grant access to that room during non-school days. For maintenance that will restrict classroom access, each teacher shall receive a maintenance schedule specific to their classroom with updates as necessary. After the end of the year check-out, new maintenance requests shall not be considered until after August 1<sup>st</sup>.

## **3. Special Education**

- a. Special Education classes/Resource Specialist Program (RSP) shall not exceed the pupil-teacher ratio as set down by the Education Code concerning these areas.
- b. Caseloads for RSP teachers shall be divided as equally as possible.
- c. Caseloads for part-time/shared contract RSP teachers shall be either reduced at the same ratio as his/her assignment, or replaced with other duties as agreed upon (i.e., testing, Special Education Local Planning Area (SELPA), etc.).
- d. All RSP teachers, site and District administrators shall meet prior to the first day of school and throughout the school year to adjust assignments, caseloads, and duties as needed.
- e. When a Special Education student is assigned, the classroom teacher of record shall be notified and informed of Individual Education Plan (IEP) goals and details as soon as they are available.
- f. Regular Education Teachers shall have the opportunity to seek assistance from Special Education Teachers to help modify instruction for students identified with special needs.
- g. Regular classroom teachers who have responsibility for the implementation of any portion of an IEP for a Special Education student shall receive a copy of the IEP goals and objectives and all updates.

- h. Because the classroom teacher(s) of record is a member of the Individual Education Plan Team (IEPT), classroom coverage will be provided if the IEPT meeting is held during an instructional period.
- i. As much as possible, students with identified learning problems shall be equitably distributed among the teachers and the classes of the same subjects. This distribution shall not exceed a maximum of seven (7) Special Education students per regular education teacher, subject and/or class. Exceptions to this may be agreed upon by all teachers involved and the administration.
- j. Special Education placement in a regular education classroom shall be decided after consultation with the teacher(s) and administration, and prior to the student's placement in the regular education class. A temporary placement may be necessary until a final placement is agreed upon. The District will provide any additional background or training that will facilitate the student's successful placement.
- k. On an as needed basis as determined by the Special Education teacher, up to one (1) day per school month release time for assessment, reporting and consultation shall be granted.

## **Article XIII**

### **SAFETY AND HEALTH**

#### **1. Work Site Safety**

- a. The District shall maintain safe working conditions and protect employees against health and safety hazards in accordance with State, Federal, and Local regulations.
- b. Employees shall not be required to perform duties under conditions which pose an immediate threat to the safety of themselves or his/her students.
- c. Employees shall report existing or potentially unsafe conditions to his/her Site Administrators as soon as practicable. If steps to correct the hazardous conditions have not been taken within 24 hours and the threat of potential danger continues, the District shall provide an alternate work station.
- d. The District shall maintain a Safety Committee. The Committee will consist of equitable representation from employee groups. The duty of the Safety Committee will be to review all applicable safety regulations and to make recommendations for the maintenance of proper safety conditions as required by law.

#### **2. Personal Safety**

- a. Employees shall be provided with, consistent with the safeguarding of private information, the names of pupils known to be afflicted or suffering from physical and/or emotional problems that may constitute a safety or health hazard, as soon as they're available. The District will provide any additional background or training that will enable the employee to address said problems.
- b. Employees, acting within the scope of his/her duties and responsibilities, may utilize the amount of physical control necessary to maintain order and protect themselves, property, and the health and safety of students.
- c. As soon as practical, any assault upon an employee, by either students or adults shall be immediately reported to his/her Site Administrator who shall promptly report the same to the appropriate law enforcement authorities. The District shall provide legal and other related assistance in accordance with applicable law for any assault upon an employee, while fulfilling assigned duties.
- d. The District shall reimburse employees for actual out-of-pocket expenses for the cost of medical, surgical, or hospital services incurred as the result of any injury or assault, as well as for any associated loss, damage, or destruction of clothing or personal property sustained in the proper performance of job duties and course of employment.

## Article XIV

### LEAVES

#### 1. Sick Leave

- a. All employees covered by this Agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year which shall be cumulative for the term of his/her employment.
- b. A newly employed teacher will accrue the ten (10) days for the first contract year immediately.

#### 2. Extended Sick Leave

- a. After all available sick leave is exhausted, when an employee is absent from duty due to illness or injury for a period of 100 working days or less, the amount deducted from the salary due to the employee for that month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the position during the absence; or, if no substitute was employed, the amount which would have been paid to the substitute.
- b. Payments under this section shall be in conformance with the established procedures of the Education Code.

#### 3. Industrial Accident Leave

- a. In the case of industrial accident or illness, allowable leave shall be for not less than sixty (60) days. During this period, the unit member shall be paid a salary which, when added to his/her temporary disability indemnity, will result in payment of his/her full salary. "Illness" includes a contagious disease which the Workers' Compensation Board determines to be an industrial illness.
- b. After using all of his/her industrial accident or illness leave, he/she is entitled to all other benefits for which he/she is eligible. These benefits include his/her current sick leave, accumulated sick leave, catastrophic sick leave, and the five (5) month period of accumulated sick leave and differential pay. The absence shall be deemed to commence on the first day following the termination of the industrial accident or illness leave. If the unit member continues to receive his/her temporary disability indemnity, he/she may use as much of his/her sick leave as necessary to result in a payment of his/her full salary.
- c. Provisions of this leave are provided in Education Code.

**4. Pregnancy Disability Leave**

A leave of absence for pregnancy disability purposes; and sick leave for pregnancy disability purposes may be taken as follows:

- a. Pregnancy Disability Leave provides up to one (1) year of unpaid leave for pregnancy disability. Disability is determined by an employee's physician if paid sick leave is to be used. The physician must certify that the employee is physically and mentally capable of returning to employment. Such leave shall not constitute a break in service but will count towards advancement only if the employee is on paid status for at least 50% of the school year.
- b. Use of sick leave for pregnancy disability purposes: an employee may apply for paid sick leave due to pregnancy disability when:
  - i. Verified by a physician that she is no longer able to work due to the condition of pregnancy or recovery from childbirth.
  - ii. That at the time of her release by the physician she shall return to normal duties.
- c. Sick leave for pregnancy disability purposes shall begin on the date the physician decides that the continued fulfillment of her duties would be detrimental to her health and shall terminate on the date her physician decides she can return to her normal job responsibilities.

**5. Paternity/Maternity Leave**

The District shall grant, upon request, five (5) days of paternity/maternity leave. This leave shall be used at the discretion of the employee for the birth or adoption of a child, and/or the discharge of family members from the hospital. This shall be deducted from sick leave.

**6. Family and Medical Leave**

- a. Unit members who have been continuously employed at least twelve (12) months are eligible under Federal and State laws for unpaid family and medical leave. Leaves may be granted for up to twelve (12) weeks in a 12 (twelve) month period (26 weeks for qualifying illnesses and injuries incurred during active duty military service).
- b. Unpaid leave is permitted for the following reasons: serious health condition of the employee; serious health condition of the employee's child, parent, or spouse; birth of a child, or placement of a child in the family for adoption or foster care; serious illness or injury sustained in the line of duty on active duty by a military servicemember who is the spouse, child, parent, or next of kin of the employee; or qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty.
- c. Leave does not constitute a break in service for the purposes of longevity, seniority, and/or sick leave. The unit member and dependent benefit coverage as provided in Appendix D shall continue.



**7. Personal Necessity Leave**

- a. Employee shall be granted up to a total of seven (7) days of personal necessity leave at full compensation during each year of his/her employment. Such leave will not be cumulative and will be deducted from the employee's sick leave.
- b. The purpose of this leave is to enable the employee to take care of urgent personal necessities that would normally require him/her to be absent from duty and, therefore, suffer loss of pay as a result. Personal necessity leave is not for personal convenience, recreation, or other employment.
- c. Leave forms shall be provided at the school site. Employees shall indicate the reason for the leave on the leave form

**8. Bereavement Leave**

- a. An employee who is absent because of the death of a member of his/her immediate family shall be granted three (3) days of bereavement leave unless travel in excess of three hundred (300) miles, one-way, is required, for which five (5) days shall be granted.
- b. No deduction in salary or sick leave shall be taken from an employee using bereavement leave.
- c. Immediate family of employee or spouse means, husband, wife, mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, niece, nephew or any person living in the immediate household of the employee.

**9. Trial and Inquest Jury Duty and Court Appearance Leave**

- a. An employee absent from school because they have been selected for jury duty or been subpoenaed shall be paid by the District their regular salary. An employee shall not waive jury duty stipends, but will turn over the stipend to the District upon receipt.
- b. Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the District.
- c. Such time shall not be deducted from sick leave accumulation or personal necessity leave.

**10. Long/Short Term Leaves - Including Study Leave**

- a. The District may grant a permanent teacher a long/short term leave of absence with or without pay, for a period not to exceed one (1) year.
- b. This long/short term leave may be granted for the following reasons:
  - i. Study
  - ii. Travel
  - iii. Disabilities in the immediate family
  - iv. Fulfilling parenting responsibilities
  - v. Other reasons approved by the Board upon the recommendation of the Superintendent
- c. An employee granted long-term leave shall inform the District, in writing, by February 15 of the following year of his/her intention to return; otherwise it will be assumed he/she is terminating.
- d. At the expiration of the leave of absence, unless he/she agrees otherwise, the employee shall be reinstated in a similar assignment to that held by him/her at the time of the granting of the leave of absence as such assignments are open and available. Should the employee be granted an additional one (1) year's leave of absence, he/she will be returned to a position for which he/she is credentialed.
- e. Unless otherwise provided in this Article, an employee on long-term leave may pay his/her own health and welfare benefits if he/she so chooses.
- f. The District may limit the number of such leaves in any given year. Disabilities in the immediate family or to the employee shall be an exception to this policy.
- g. For any leave granted which requires a replacement teacher, the District shall hire from the reemployment list if such exists. If not, if the assignment would exceed 75% of the days taught in the school year, the District shall hire a teacher as a replacement. For less than 75 percent, a long-term substitute may be retained. If there is no reemployment list, the teacher may recommend his/her own substitute.
- h. Special conditions related to long-term leave for study
  - i. An employee shall have served at least six (6) consecutive years in the District prior to the request for a long-term leave with any type of remuneration.
  - ii. A long-term leave for study may be granted to any certificated employee for the purpose of study by the employee concerned which will benefit the schools and pupils of the District. This leave shall not exceed one (1) year and not more than one (1) leave per person may be granted in any single seven-year period.
  - iii. Employees on long-term leave for study shall perform such services as shall be agreed upon by the employee concerned and the Board, with the approval of the Superintendent. This agreement shall be in writing and shall be submitted to the Board at least four (4) months prior to the commencement of the leave.

- iv. The employee shall receive as compensation the difference between the salary of the employee on leave and the salary of a substitute in the position which the employee held prior to the granting of leave, less the cost of fringe benefits for the substitute. The employee on leave shall, in addition, receive District paid fringe benefits.
- v. Every employee, as a condition of being granted a long-term leave for study, shall agree in writing to render a period of service in the employ of the District twice the period of the leave. The compensation shall be paid to the employee while on the leave of absence in the same manner as if the employee were working in the District, upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event that the employee fails to render the agreed-upon period of service in the employ of the District following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render the agreed-upon period is caused by death or the physical or mental disability of the employee. The cost of the bond will be borne by the District. If the employee defaults on the bond for reasons other than death, medical, or disability, the employee shall reimburse the District for the cost of the bond.
- vi. The employee who is granted a leave under these provisions shall submit a comprehensive report within one (1) month of his/her return to the District, which shall be accompanied by grade cards, and any other documents required by the Superintendent.
- vii. Applications for long-term leave for study shall be submitted on a District prescribed form and shall include an outline of planned activities. The application shall be submitted to the Superintendent at least six (6) months prior to the commencement of the leave or prior to February 15<sup>th</sup> of the preceding year, whichever is earliest. Anyone granted a study leave will not be granted another study leave until first completing an additional six (6) consecutive years of service in the District following the first study leave.
- viii. The number of employees on long-term leave for study shall not exceed five percent (5%) of the employees in any given year. If there are applications from more than five percent (5%) of the employees and all of the above conditions have been met by each, the final candidate will be selected on the basis of benefit to the District. The final candidate or candidates will be recommended to the Board for the final determination.
- ix. The Board of Trustees shall make its final determination based on the merits of the application and the fiscal condition of the District.

## 11. Catastrophic Leave

- a. Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate an employee or member of his/her immediate family for an extended period of time, and taking extended period of time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid leave.
- b. Days in the Catastrophic Leave Bank shall accumulate from year to year. By the second Monday in November all participating employees shall be notified in writing as to the number of hours in the Bank, hours used the previous year through the Bank, and a list of current Committee members and the chairperson.
- c. Immediate family member for the purposes of Catastrophic Leave means the employee's spouse, mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle or any person living in the immediate household of the employee.
- d. The Catastrophic Leave Bank shall be administered by a committee comprised of two (2) members from the certificated unit, two (2) members from the classified unit, and one (1) member from the unrepresented employees. A representative from the Payroll Department will attend to provide information only. Committee members must be participants in the program. The members of the Committee shall elect their own chairperson in October of every even numbered year. The chairperson shall convene the committee within two weeks of receiving a request and shall provide copies of the documentation required to each Committee member. In the absence of a Chairperson, the Superintendent will convene the Committee. A written response granting, denying or modifying the request shall be sent to the applicant within one week indicating the committee's decision.
- e. Eligibility and Contributions
  - i. All employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank one (1) day of accrued sick leave. Such time shall be donated in one (1) day increments from the employee's accrued sick leave. A window period will commence each year, running from July 1<sup>st</sup> through October 31<sup>st</sup> during which time employees may opt to participate in the leave bank. Those employees joining the Catastrophic Leave Bank for the first time, those returning from leave, or newly hired unit members who wish to contribute to the Bank shall be required to contribute one (1) day to the Bank. The District will provide information to new employees.
  - ii. Participation is voluntary, but requires contribution to the bank. Only contributors will be permitted to withdraw from the bank
  - iii. All transfers of accumulated sick leave are irrevocable and binding.
  - iv. An additional eight (8) hours of contribution will be required of participants if the number of hours in the Bank falls below two hundred and forty (240). Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible, nor shall participants who have exhausted his/her accumulated and annual sick leave. Should the leave bank run out of hours, the program shall be discontinued.

- f. Employees applying to withdraw from the Bank will be required to submit to the Chairperson of the Catastrophic Leave Committee a letter of request for use of days of catastrophic leave, to which is attached a doctor's statement indicating the nature of the illness or injury and the probable length of absence. Employees will also be required to sign a form authorizing release of necessary medical information. Information regarding the nature of the illness will be kept confidential.
- g. No employee shall withdraw more than eight hundred (800) hours from the Bank for any one (1) illness or injury.
- h. Withdrawals from the Bank may not be denied on the basis of the type of illness or injury.
- i. Denial of a withdrawal from the Bank shall not be subject to the grievance procedure.

**12. Federation Leave**

Voluntary Absence for Federation Purposes: A maximum of twelve (12) days per work year shall be granted for voluntary absences for those unit members designated by the Federation to conduct Federation business. The Federation shall notify the Superintendent and/or designee as soon as practicable, but not later than two (2) business days prior the commencement of the leave. The Federation shall pay the District for all costs of the substitute, including statutory benefits costs, or the amount which would have been paid if a substitute had been employed. This leave shall not be used for the purpose of or for conducting any concerted activity or litigation against the District.

**13. Personal Leave**

Employees shall be granted up to three (3) days of personal leave for each full year of his/her employment. Such leave will not be cumulative and will be deducted from the employee's sick leave. The employee shall be permitted to take all three (3) personal leave days for any reason other than concerted activities against the District.

## Article XV

### SALARY AND BENEFITS

#### 1. Salary Schedule and Compensation

- a. Placement on the salary schedule should be made based on professional preparation and experience. Experience outside the District will be granted on a year-for-year basis with a maximum of eleven (11) years' experience accepted.
- b. Movement on the salary schedule will occur based on verification of professional growth work completed. The District will inquire as to column movement in writing by May 1. It is the employee's responsibility to provide the Superintendent official transcripts, grade cards, or other approved verification which may be submitted between August 1 and October 1 for credit. If not received by October 1, the units may not be submitted until the following year.
- c. A "unit" is equated with fifteen (15) hours of in-class work. A "quarter unit" is equal to two-thirds (2/3) of a semester unit.
- d. Employees will be paid on the last working day of each month. Employees may request deferred pay for the month(s) in which they are not contracted to work. This decision must be made at the beginning of each school year by August 10 or within ten (10) days of the employee's initial employment as a certificated employee with the District, whichever comes first, and cannot be changed during the fiscal year.
- e. Stipends for extra duty will be paid on the tenth of the month following the completion of duties. Exceptions will be for those extra duty assignments that extend through the school year. These stipends shall be paid at fifty percent (50%) immediately prior to winter break and fifty percent (50%) at the completion of the assignment.
  - i. An individual may request assignment to a stipend position by submitting written request prior to the first day of school to the district office or designee. In evaluating such a request, the district shall first consider the individual who held the position in the prior year considering successful completion of requested position.
- f. Master's degree stipend of \$ 1,250 per year shall be prorated on full-time equivalent and paid as part of the salary.
- g. There shall be a wellness incentive for unit members who on October 1 of each school year are employed in a position for at least .5 FTE hours per week. This only applies to sick leave earned during the then current fiscal year.
  - No sick leave or personal necessity days used - \$250.00
  - Use any portion of annual sick leave/personal necessity earned up to and including 10% - \$150.00.
- h. The Certificated Salary Schedule is seen as Appendix A in this Agreement.

- i. The Certificated Special Assignment Stipend is seen as Appendix B of this Agreement.
- j. The monthly medical cap shall be \$551.60. The District shall continue to provide full dental and vision coverage.
- k. If the carrier agrees, retirees shall have the option to purchase medical, dental and vision insurance through the school's health benefit program until age 65.

**2. Reimbursement of Expenses**

- a. Employees will be reimbursed for approved job-related expenses. Prior approval by the Superintendent's designee is required for reimbursement on purchases exceeding \$100. Should an employee exceed his/her budget, it will become the employee's fiscal responsibility to cover the bill for said purchase within thirty (30) days of receipt of the bill.
- b. Employees approved to travel are required to use a District vehicle if one is available. District vehicles are to be used for school business only and may only be driven by employees. Employees must possess a valid California driver's license and carry appropriate insurance in accordance with District Policy to operate a District vehicle.
- c. If a District vehicle is not available, an employee may use a private vehicle provided it is in safe operating condition. Mileage expenses will be reimbursed at the IRS allowable rate. No reimbursement will be made for mileage to and from the employee's residence and the work site.
- d. Employees who are assigned to two (2) school sites as part of his/her assignment will be reimbursed for mileage to and from each site.

## Article XVI

### EARLY RETIREMENT PROGRAMS

#### 1. Options Available

It is the intent of the District to provide early retirement options for unit member. Such options shall include the Work for Benefits Program and the One-Time certificated Early Retirement Incentive.

#### 2. Work for Benefits Program

##### a. General Provisions

i. Currently employed certificated personnel of the District are eligible for application to the Early Retirement Work for Benefits Program:

- a) At age 55, or over, if they have completed a minimum of ten (10) years of service with the District within the last ten (10) years, the last of which has been the year immediately preceding retirement.
- b) Have retired under the STRS system and are no longer contributing to STRS.
- c) Have resigned from the District.
- d) Have agreed to work as a resource person.

b. An employee will be eligible for the program for a maximum of five (5) years or to age 65, whichever comes first. The program is for one (1) year and an employee must reapply each year, up to five (5) years. The retiree has the right to terminate the contract at any time and either discontinue the benefits or continue paying for the benefits on his/her own per State and Federal requirements.

The District will work with American Fidelity to determine if this benefit can be provided under the pre-tax rules of Internal Revenue Code, Section 125. If so, it will be made available to eligible employees.

c. An employee must be enrolled in the District's benefit program three (3) years prior to retirement to qualify for this Early Retirement Work for Benefits Program.

d. An employee who was considered less than full-time will be eligible for medical benefits on the same prorated basis as his/her level of benefits at the time of retirement.

e. All applicants for the Work for Benefits Program shall apply annually by February 15<sup>th</sup> to the Board of Trustees, who may approve or decline the application.

##### f. Contract

i. The retiree will perform services during the fiscal year in activities mutually agreed upon by the retiree and the District. If activities cannot be agreed upon, then the contract with the retiree will be terminated. Such services, by definition, shall be in the best interest of the District and within the retiree's classification or that which he or she is qualified to perform. Such projects may include, but shall not be limited to:

- a) Substituting.



- b) Working on staff development and inservice programs.
    - c) Assisting in testing program.
    - d) Supervising student activities.
    - e) Providing aid to new teachers.
    - f) Curriculum development.
  - ii. A contract will be executed which delineates the duties, responsibilities, and specific days to be worked.
  - iii. The agreement is not renewable beyond the five (5) years or age 65. The District reserves the right to request a doctor's verification of an incapacitating condition. If the retiree is unable to perform the duties mutually agreed to in the contract, the contract will be terminated. If the contract is terminated, the retiree will be able to maintain the benefits at his/her own cost per State and Federal regulations.
- g. Benefits
- i. Health and Welfare Benefits (medical, vision and dental) will continue at the level contracted for certificated District employees and subject to any maximum District contribution thereon.
  - ii. In order to determine the number of days to be worked, the value of the retiree's contribution will be based on the daily rate of Step 10, Column IV of the date the employee retired.
- h. Impact on Retirement Allowance
- Any certificated employee interested in the Early Retirement Work for Benefits Program shall be required to contact STRS to determine if early retirement or resignation may have a serious impact on his/her retirement allowance that is to be paid by STRS. Said employee must seek advice from a representative of STRS prior to submitting an application for the Early Retirement Work for Benefits Program and verify in writing that a meeting was held.

## Article XVII

### PEER ASSISTANCE AND REVIEW

The Peer Assistance and Review (PAR) program is a cooperative effort by Gold Trail Union School District and Gold Trail Federation of Teachers to assist new and veteran teachers in need of or desirous of development in subject matter knowledge or teaching strategies for the purpose of improving instruction and student performance. PAR is a major step in expanding the authority and responsibility of teachers in managing the profession by utilizing his/her expertise together with that of management to provide collegial support, assistance and review.

The purpose of the PAR Program is to provide professional assistance to teachers as well as sufficient and continuous staff development to teachers in need of or seeking development in teaching strategies or the subject matter knowledge needed to improve student performance. The program will focus on a teacher's classroom performance as it relates to his or her ability to engage students in learning, create an effective environment, organize subject matter, planning instruction, assess learning, and develop as a professional, as it relates to the Gold Trail Teaching standards.

The Peer Review Panel (from here on referred to as Panel) shall have the following governance structure: three (3) certificated teachers and two (2) administrators.

Teachers seeking a position on the Panel will submit a letter of application to the Federation's Executive Council. The certificated members of the Panel shall be selected, from those submitting applications, by a majority vote of the Federation's Executive Council with the understanding that each school site shall have representation. Certificated Panel members shall not be considered management under the Education Employment Relations Act (EERA).

The administrative representatives to the Panel shall be appointed by the Superintendent and approved by the Board. Should a conflict of interest exist between an administrator and a participating teacher, another administrator shall be appointed.

Each year there will be a non-voting facilitator for the Panel. The facilitator position will alternate between the District's Superintendent and the President of the Federation.

Decisions will be made by consensus if possible. Should a vote be required, a decision will be made by a majority of three (3).

#### **1. Duties and Responsibilities of PAR Panel**

- a. Select and evaluate Consulting Teachers:
  - i. To review participants referred by administrative evaluation and beginning teachers.
  - ii. To recommend teachers to participate in the program that volunteer for assistance.
  - iii. To recommend retention or dismissal of mandated program participants to the Board.
  - iv. To conduct classroom observation of potential Consulting Teachers.

- v. To meet at least four (4) times annually to review the work of the Consulting Teachers (CT) and his/her caseloads should any participant be a PT, and three (3) times annually should no participants be PT's.
  - vi. To approve a timeline for the summer and the ensuing year for the assistance to be received by each participant no later than May 15.
  - vii. To recommend a budget for the next year.
  - viii. To evaluate the impact of the PAR Program in order to improve the program.
  - ix. To submit recommendations to the Federation and the Board for improvement of the program.
  - x. To appoint subject area specialists as necessary.
- b. Teacher members shall receive a stipend of \$50.00 per hour, not to exceed a total of \$900 per year, for their participation on the PAR panel.

## 2. Qualifications of the CT

- a. Experience
  - i. Demonstrated exemplary teaching ability.
  - ii. Full-time permanent employee.
  - iii. Substantial recent classroom experience of at least five (5) years in the District.
  - iv. Prefer breadth of experience.
- b. Knowledge of
  - i. A range of current teaching strategies and methods;
  - ii. How to meet the needs of pupils in different contexts;
  - iii. Effective classroom management strategies;
  - iv. Counseling and coaching strategies; and,
  - v. PAR Program for Teachers.
- c. Abilities and Skills
  - i. To communicate effectively and tactfully in both oral and written form,
  - ii. To counsel and assist peers;
  - iii. To assess and prescribe appropriate instructional strategies;
  - iv. To demonstrate effective instructional strategies;
  - v. To make recommendations to the Panel; and,
  - vi. To organize an effective plan of assistance for each participating teacher.
- d. Professional Status
  - i. Exemplary teaching ability.
  - ii. High level of respect.
  - iii. Professional involvement.

- e. Training
  - i. In evaluating procedures;
  - ii. In classroom management and specific techniques;
  - iii. In curriculum design; and
  - iv. In instructional strategies.

### 3. Procedure for Selection of CTs and Length of Service

- a. Each certificated teacher who applies for the position of CT will:
  - i. Submit an application;
  - ii. Be observed in the classroom by at least two (2) members of the Panel; and
  - iii. Interview with the Panel.
- b. Length of service of a CT
  - i. Shall be a minimum of two (2) years, unless the CT and Panel agree to extend the service a third consecutive year;
  - ii. CTs will agree not to pursue an administrative position during his/her term as a CT, nor the semester following his/her final term; and
  - iii. Will provide one (1) year of classroom service after serving as CT.
- c. Compensation
  - i. During the initial year of the program, the CT will be compensated \$2000.00 per caseload. This amount will count as credit for STRS. The Federation and the District agree to meet and re-evaluate salary issues at the end of the first year of the program.
  - ii. Subject matter specialists may be hired at a rate of \$150 for the first three (3) hours or fraction thereof, and \$50 per hour thereafter.
- d. Duties of the CT
 

CTs shall have the primary responsibility for assistance and review of program participants to whom they are assigned. It is expected that there will be frequent conversations, scheduled and non-scheduled, between the CT and the Site Administrator regarding the program participant. The CT will inform the Site Administrator of the progress being made by each program participant. Each CT will be required to:

  - i. Assist in writing clear performance goals with the participant, consistent with District teacher standards;
  - ii. Recommend in writing appropriate staff development timeline of activities that are available to improve the skills and knowledge of each participant;
  - iii. Provide assistance that may include help such as developing, providing or arranging for classroom materials, reviewing curriculum, suggesting and discussing of teaching and classroom arrangement techniques, record-keeping requirements, demonstrating teaching techniques, arranging for observations of other teachers, and planning instruction;
  - iv. Conduct multiple observations of each participant;
  - v. Provide a written post-observation report to each participant within five (5) days after each observation;
  - vi. Provide a joint summative evaluation with the administration documenting areas of growth or areas of needed improvement;

- vii. Send copies of observation reports to the site administration and the Panel;
- viii. Maintain a log for each Participant showing dates and time of contacts, including a summary of conversations, observations, and other form of assistance provided;
- ix. Inform the Panel of program participants who are not making satisfactory progress and devise intensive assistance plan; and
- x. Recommend retention or continued assistance or dismissal from the District.

#### 4. **Participating Teachers**

A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of participating Teachers:

- a. First priority of service shall be permanent teacher intervention.
- b. Second shall be beginning teachers who shall be required to participate so long as caseloads are not exceeded.
- c. Third shall be voluntary teachers.

Once a teacher has been selected by the Panel to participate in the PAR Program all recommendations for conferences and staff development activities, as well as evaluations, shall be the sole responsibility of the CT, except as specifically modified in this article. A participating teacher shall not have multiple evaluators or CTs.

Should a participating teacher be required to attend a workshop, seminar or lecture that is outside of his/her contractual day, the participating teacher shall be reimbursed at his/her per diem rate of pay, or at the hourly equivalent, whichever is applicable. Such remuneration shall only apply on days a regular full-time employee is contracted to work.

- d. **Permanent Teacher Participants (PT)**
  - i. The purpose of this Program is to assist and offer remediation to PTs whose performance has been evaluated as "unsatisfactory" in one (1) or more of the Gold Trail Teaching Standards by the Site Administrator. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation in the evaluation report shall become a part of the PT's personnel file.
  - ii. The prime focus of this Program is to provide assistance and renew quality teaching.
  - iii. Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher and the CT to begin the development of an Individual Learning Plan. If the PT so desires, the Federation shall provide representation in this meeting.
  - iv. During the period of assistance, the PT's evaluation shall be the joint responsibility of the CT and the administrator. It is the intent of the parties that this process serve as the sole evaluation process for the PT and that it be based on the PT's adherence to the Gold Trail Teaching Standards and Article X (Evaluation) of this Agreement.

- v. The assistance shall be provided by the CT under this article and shall be closely monitored by the Panel.
- vi. Communication and consultation with the Site Administrator shall be ongoing.
- vii. Nothing in this article precludes the Site Administrator or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
  - a. Should the Site Administrator deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline; i.e., letter of warning, reprimand, etc., he/she may send a copy to the CT who shall report the same to the Panel.
- viii. The CT will share all written and verbal evaluation reports during a conference with the participating teacher at least once every six (6) weeks. Copies of the written reports will be provided to the Site Administrator and the Panel.
- ix. The CT will provide an oral report and all written documentation regarding the progress of the PT in a timely manner; minimally by the conclusion of each trimester.
  - a. The teacher and Site Administrator may be present for the CT's presentation and will be given an opportunity to respond to the report.
  - b. However, none of these individuals in section 9. a. may be present during deliberations of the Panel, which are confidential. The Panel may request additional follow-up information from any of these individuals.
- x. The course of assistance shall include one (1) or more of the following:
  - a. Multiple classroom observations by the CT;
  - b. Assistance specific to the Standard which has been evaluated to be "unsatisfactory;" and other areas deemed in need of assistance by the CT during the period of assistance;
  - c. Opportunities for the teacher receiving assistance to observe exemplary practice either by the CT or other exemplary teacher;
  - d. District provided professional development opportunities;
  - e. Conference attendance, often in the company of the CT to facilitate reflection on how this experience fits into the Individual Learning Plan;
  - f. Other forms of assistance which the CT and the Panel may provide; and
  - g. The parties understand that every possible subject matter competency may not be available within the corps of CTs, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the CT shall maintain prime responsibility for the Individual Learning Plan.
- xi. At the conclusion of the year of remediation, the Panel shall report to the PT, the Site Administrator, and the Board of Trustees of the School District that:
  - a. Either the PT is now "proficient" in the Gold Trail Teaching Standards, and the Site Administrator shall evaluate the unit member using the administrative evaluation option; or
  - b. Notwithstanding xi above, and while the term of this assistance shall normally be for one (1) school year, the intervention shall be extended to a second year if the Panel believes progress is being made although the PT may not have returned to a "proficient" level of performance; or

- c. The Panel and CT do not consider that further assistance and remediation will be successful with reasons in support of this conclusion. The District may then initiate dismissal proceedings or may send the member back to the Site Administrator for evaluation the next year.
    - xii. The deliberations of the Panel shall be closed and confidential; his/her decisions shall be based on the information provided by the CT, the Site Administrator, the PT and/or the Federation representative who is assigned. The report of the vote shall only include the number of Panel members voting on each side of any question before the Panel.
    - xiii. The decision of the Panel shall be reported to the teacher, the CT, and the Site Administrator in conference with the Superintendent and a representative of the Federation.
  - e. **Beginning Teachers (BT)**  
In order to help new unit members successfully begin his/her careers in the District, all newly-hired unit members with less than two (2) full years of fully credentialed teaching experience will be required to participate in the PAR Program. All unit members who possess a Preliminary Credential, Intern Credential, or Emergency Credential are required to participate in the PAR Program.
    - i. This component shall provide peer assistance and review to eligible first-year teachers through CTs.
    - ii. The plan of assistance shall be the same as show in Item x. above.
    - iii. The decision to retain second year probationary teachers shall remain a District prerogative.
  - f. **Volunteer Teacher Participants (VT)**
    - i. A permanent unit member who seeks to improve his/her teaching performance may request the PAR Panel to assign a CT to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the CT will play no role in the valuation of the teaching performance of a Volunteer Teacher Participant. The VT must participate in the PAR Program minimally 50% of the school year. Request by the VT for withdrawal from the PAR Program must be received in writing not later than the end of the first trimester.
    - ii. Unless requested by the VT, information obtained by the CT while working with the VT cannot be utilized in the VT's evaluation; nor shall it be placed in the VT's personnel file.
    - iii. The plan of assistance shall be the same as shown in x above.
    - iv. VTs shall be paid a stipend of \$250 per semester.
- 5. Teacher Due Process Rights**
- a. The teacher shall be entitled to review all reports generated by the CT prior to his/her submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the CT shall provide the PT being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

- b. The teacher shall have a right to be represented by Gold Trail Federation of Teachers in any meetings of the Panel to which they are called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- c. The decision to refer a PT for intervention through this Program shall not be subject to the grievance procedure.
- d. The teacher shall have the right to timely reports of progress being made.
- e. The record of this intervention may be sealed within the personnel file after four (4) years of satisfactory evaluations. The summative evaluation shall remain unsealed.
- f. This Program in no manner diminishes the legal rights of bargaining unit members.

**6. Miscellaneous Provisions**

- a. A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel, but may file responses which shall become part of the official record of the intervention.
- b. At the conclusion of each fiscal year, if revenue exceeds expenditures, the Panels shall meet to determine the allocation of the surplus. Issues under scope shall be brought to the table for negotiations.
- c. Funds shall also be set aside to allow the consulting teachers funds to provide for release days and/or conferences as developmental tools with the teacher assigned to the Program.
- d. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villariagosa) or successor legislation unless otherwise mutually negotiated by the parties.
- e. The cost of releasing consulting teachers for service in the program shall be computed on the sub rate.
- f. The PAR Program shall be reviewed annually.
- g. The District shall hold harmless the members of the PAR Panel and the CTs for any liability arising out of their participation in this Program as provided in Education Code Section 4503c.
- h. Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and consulting teacher may disclose such information only as necessary to administer this article.



## Article XVIII

### SHARED CONTRACTS

1. The purpose Article XVIII is to provide options for certificated employees to reduce his/her workloads by sharing the responsibility for a full-time position with another employee. It is the responsibility of the District, with the approval of the employee, to identify a suitable teaching partner.
2. Certificated employees may, subject to District approval, elect to reduce his/her workload from full-time to part-time under the following conditions:
  - a. A shared contract may be granted after three (3) years of service.
  - b. An employee who accepts an assignment under this Article shall receive a salary equal to a pro rata share of what his/her salary would be under a regular full-time contract.
  - c. If the employee is at least a .5 FTE employee and contributes additional monies to purchase full health benefit coverage, the District shall contribute toward the cost of health benefit coverage an amount equal to a pro rata share of the District's contribution for a full-time employee.
  - d. The employee's and the District's contribution to the retirement system will be based on the actual salary paid. The employee will receive only the pro rata service credits toward years of experience as computed by the State Teachers Retirement System.
  - e. Sick leave benefits are accrued based on the prorated normal rate.
  - f. For less-than-full-day scheduled work assignments, preparation periods will be factored in the proration; accommodating entitled preparation time.

3. Substitutes

When a teacher in the shared contract uses a day of sick leave, the person sharing the contract with that individual will, whenever possible, trade with the partner. When this occurs, there will be no deduction of sick leave. However, there will be a pay-back day charged to that individual. Pay-back days are defined as those days when the certificated partner substituted. If pay-back days do not equal out between sharing individuals at the end of the year, sick days shall be deducted and the teaching partner paid for the extra days as follows:

- a. For the first three (3) extra days the teaching partner shall be paid at his/her prevailing rate of pay.
- b. For any days beyond the first three (3) extra days, the teaching partner shall be paid at the substitute rate of pay.
- c. Both members of the team are to assume full responsibility for the total classroom and instructional program planning. They will:
  - Develop lesson plans together, which will present a cohesive, well-coordinated curriculum adhering to the District's goals and objectives.
  - Establish classroom discipline standards and expectations, which will be consistently applied and clearly defined.
  - Establish consistent and well-defined student achievement evaluation practices.
  - Develop an appropriate plan with a calendar which clearly states who will be responsible for the teaching and learning. Should the plan be modified, the District shall be notified before the change occurs.
  - Confer to mutually prepare for all parent conferences on each child's progress as is expected of teachers on full-time contracts.
  - Actively participate in school and faculty activities and meetings on a pro rata basis.

4. Both members of a team are required to take an active part in all District and school in-service, staff and other meetings, parent conferences, yard duties and other duties. If such do not occur on his/her workdays, they shall be paid pursuant to Article XI.

5. If one (1) partner does not continue for the full period of the assignment, and if the remaining partner's most recent evaluation was satisfactory and the partner is on leave from a full-time position, that partner may opt to assume the full-time position or may request that the District assist in obtaining a replacement partner.

6. If the assignment is terminated by either the District or the employee at the end of the first school year, then the employee shall be returned to the assignment he/she held prior to the shared contract, if the assignment exists. If the assignment is terminated by the District or the employee at the end of the second year or beyond, the employee will be offered a position for which he/she is credentialed, as provided by law and the collective bargaining agreement. An employee who is on leave from a full-time position shall notify the District by February 15 of his/her intention to return to a position for the upcoming school year.

## Article XIX

### GRIEVANCE PROCEDURE

#### Definitions

A "grievance" is an allegation by an employee of the adverse effect of a misapplication, misrepresentation, or violation of a specific provision of this Agreement.

A "grievant" is any party covered by the terms of this Agreement and/or the Federation.

#### Step One: Informal Level

An alleged grievance shall be presented for informal discussion with the Site Administrator within twenty (20) work days after the grievant knew or reasonably should have known of the condition upon which the grievance is based. The Site Administrator shall respond to the grievant within ten (10) work days with his/her decision.

#### Step Two: Formal Written

In the event the matter is not resolved informally, a written grievance shall be filed within ten (10) work days of the Site Administrator's response at the informal level. The grievant shall inform the Site Administrator of the specific section (s) of the Agreement which gave rise to the grievance, and the circumstances involved; and the specific remedy sought. Within ten (10) work days, the Site Administrator shall communicate in writing to the grievant his/her decision together with supporting reasons.

#### Step Three: Formal Written

If the grievance is not resolved to the satisfaction of the grievant, the grievant may appeal the decision in writing to the Superintendent within ten (10) work days after receiving the Step Two decision.

Within ten (10) work days from the date of receiving the grievance, the Superintendent shall communicate his/her decision to the grievant in writing. At the request of either party, a meeting shall be held including all parties before the issuance of a decision.

#### Step Four: Mediation

Within ten (10) work days from the date of receiving the Superintendent's Step Three decision, the Federation may appeal to mediation to assist the parties in resolving the issue. A mediator from the California Mediation and Conciliation Service shall be used.

#### Step Five: Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step Four, the Federation may request a hearing before an arbitrator within fifteen (15) work days.

Upon receiving the request for arbitration, the Superintendent shall request a list of arbitrators from the California Mediation and Conciliation Service. As soon as possible after receiving the list of names from the Service, representatives of the District and the Federation shall alternately strike a name until one (1) name remains. The person named shall serve as arbitrator.

- a. The arbitrator shall conduct a hearing at which both parties may present witnesses and evidence. The arbitrator shall render a decision on the issue(s) submitted.
- b. After a hearing, and after both parties have had an opportunity to make oral and written arguments, the arbitrator shall submit in writing to the parties his/her decision. The decision of the arbitrator shall be final and binding upon the parties.
- c. Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. The grievant, the grievant's representative, and the grievant's witnesses shall be compensated at the regular rate and provided a substitute if the arbitration hearing is held during scheduled class time.

### **Handling of Grievance Documents**

All documents, communications, and records pertaining to a grievance shall be placed in a separate grievance file in the GTUSD District Office. Any document or record removed from a personnel file or any other file for use in a grievance shall be returned to the original file.

After the informal step, all grievances shall be processed on the *Gold Trail Grievance* form (Appendix E). Grievance forms shall be available for unit members at each site.

### **No Reprisals**

No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

### **Time Limits**

Failure by the District at any step of this procedure to communicate the decision on a grievance within the specified time limits shall result in an automatic appeal to the next step of the procedure. Failure by the grievant to conform to timelines will result in the grievance being settled. The specified time limits in this procedure may be extended by mutual agreement, in writing, between the parties.

### **Other Procedures or Remedies**

The grievance procedure provided in this Agreement shall be supplementary to, rather than exclusive of, any procedures or remedies afforded to an employee by law.

**Representation**

Either party may be accompanied by a representative of his/her own choosing at any level of the procedure. However, nothing in this Agreement shall be construed as limiting the right of any employee having a grievance to discuss the matter with any appropriate member of the administration, and to have the grievance resolved without intervention of the Federation - provided, however, that the resolution of the grievance is consistent with this Agreement and that prior to any agreement on the resolution of a grievance, the Federation has received a copy of the grievance and the proposed resolution. Such resolution shall not be precedent setting.

**Pending Grievances**

While a grievance is pending, the grievant shall continue the assigned functions until the resolution of the grievance is final.

**Release Time**

Insofar as possible, the processing of the grievance shall take place outside of class time. However, the grievant and his/her representative shall be provided a reasonable amount of release time to process the grievance.

The grievant, representative, and any necessary witnesses shall be granted paid release time to attend any hearing required by this grievance process.

## Article XX

### TERM OF AGREEMENT

1. This Agreement shall constitute the entire agreement for the 2015-2018 contract years and thereafter until a successor agreement is negotiated.
2. For the 2018-19 school year, the parties shall reopen on salary and benefits and any article.
3. The parties agree to commence negotiations no later than April of 2018.

Agreed to and ratified by both parties as of this 10<sup>th</sup> day of May, 2018, in Placerville, California.

For the Federation:

For the District:

*On File*

*On File*

DEBBI MATYAC, President  
Gold Trail Federation of Teachers

SCOTT LYONS, Superintendent  
Gold Trail Union School District

**APPENDIX A**  
**CERTIFICATED SALARY SCHEDULE**  
**2017-18**

Step	Column I	Column II	Column III	Column IV	Column V
	BA/BS + 15	BA/BS + 30	BA/BS + 45	BA/BS + 45	BA/BS + 75
	Annual Contract	Annual Contract	Annual Contract	Annual Contract	Annual Contract
1	<b>42,111</b>	<b>47,160</b>	<b>47,656</b>	<b>48,157</b>	<b>48,658</b>
2	<b>42,586</b>	<b>47,656</b>	<b>48,157</b>	<b>48,658</b>	<b>49,154</b>
3	<b>43,059</b>	<b>48,157</b>	<b>48,658</b>	<b>49,154</b>	<b>53,330</b>
4	<b>43,531</b>	<b>48,658</b>	<b>49,154</b>	<b>53,330</b>	<b>55,066</b>
5	<b>44,006</b>	<b>49,154</b>	<b>53,330</b>	<b>55,066</b>	<b>56,856</b>
6	<b>44,480</b>	<b>53,330</b>	<b>55,066</b>	<b>56,856</b>	<b>58,702</b>
7		<b>55,066</b>	<b>56,719</b>	<b>58,702</b>	<b>60,611</b>
8			<b>58,419</b>	<b>60,611</b>	<b>62,582</b>
9			<b>60,172</b>	<b>62,582</b>	<b>64,614</b>
10			<b>61,978</b>	<b>64,614</b>	<b>66,715</b>
11				<b>66,054</b>	<b>68,883</b>
12				<b>66,764</b>	<b>70,417</b>
13				<b>67,184</b>	<b>71,185</b>
14				<b>67,985</b>	<b>71,984</b>
15				<b>68,554</b>	<b>72,584</b>
16				<b>69,485</b>	<b>73,281</b>
17				<b>70,285</b>	<b>73,985</b>
18				<b>71,084</b>	<b>74,691</b>
19				<b>71,994</b>	<b>75,317</b>
20				<b>72,684</b>	<b>76,183</b>
21				<b>73,584</b>	<b>77,417</b>
22				<b>74,185</b>	<b>78,394</b>
23				<b>74,924</b>	<b>79,317</b>
24				<b>75,854</b>	<b>81,081</b>
25				<b>76,685</b>	<b>83,281</b>
26				<b>77,584</b>	<b>86,517</b>



Additional Information:

- Ø Placement on the salary schedule shall be made based on professional preparation and experience. Experience outside the District will be granted on a year basis with a maximum of eleven (11) years experience accepted for initial placement.
- Ø Every employee of the District will be eligible for the District's family medical, dental, and vision insurance plans, as negotiated annually by the respective employee representatives and the Board of Trustees.
- Ø Part-time employees who are 0.50 FTE or greater shall be eligible for District Certificated Cap on a pro-rated basis.
- Ø The District offers a wellness incentive stipend program.
- Ø Master's degree stipend of \$ 1,250 per year shall be prorated on full-time equivalent and paid as part of the salary.
- Ø Combination class stipend of \$4,000 per year shall be prorated on full-time equivalent and paid as part of the salary.

## APPENDIX B SPECIAL ASSIGNMENT STIPENDS 2017-2018

### Compensation Addendum

Position	Compensation
Advisor: Living History Junior Docents	\$1,800
Advisor: CJSF	\$500
Advisor: Student Activities	\$1,800
Advisor: Yearbook	\$1,200
Athletic Coach: 7 Boys Basketball (Per 15 Students)	\$1,200
Athletic Coach: 7 Boys Volleyball (Per 18 Students)	\$1,200
Athletic Coach: 7 Football (Per 27 Students)	\$1,200
Athletic Coach: 7 Girls Basketball (Per 15 Students)	\$1,200
Athletic Coach: 7 Girls Volleyball (Per 18 Students)	\$1,200
Athletic Coach: 8 Boys Basketball (Per 15 Students)	\$1,200
Athletic Coach: 8 Boys Volleyball (Per 18 Students)	\$1,200
Athletic Coach: 8 Football (Per 27 Students)	\$1,200
Athletic Coach: 8 Girls Basketball (Per 15 Students)	\$1,200
Athletic Coach: 8 Girls Volleyball (Per 18 Students)	\$1,200
Athletic Coach: Cross Country (Per 25 Students with a 75)	\$1,200
Student team max*)	
Athletic Coach: Track (Per 25 Students with a 50)	\$1,200
Student team max*)	
Athletic Coach: Wrestling (Per 18 Students with a 36)	\$1,200
Student team max*)	
Consultant: GATE	\$25/Hr
Coordinator: 8th Grade Activities	\$1,000
Coordinator: Book Club	\$200
Coordinator: Field Trip (Overnight)	\$300
Coordinator: Special Curriculum Projects	\$25/Hr
Director: Athletic	\$2,500
Director: Honor Band	\$400
Director: Jazz Band	\$2,500
Director: Special Education Services	\$2,500
Independent Study Administrator/Monitor	\$40/Hr
Instructor: Enrichment (\$600 Maximum Proposal)**	\$25/Hr
Instructor: Tutorial***	\$40/Hr
Support: Bilingual Instructional Aide/Translator	\$25/Hr
Support Provider: BTSA	\$2000
Teacher in Charge	\$500.00

*\*\* May include but not limited to Enrichment activities such as  
Math Olympiad, Spelling Bee, Nature Bowl, Choir.*

*\*\*\* May include but not limited to tutorial activities such as  
home/hospital, Friday/Saturday school, After School Tutorial.*

## APPENDIX C HEALTH INSURANCE BENEFITS

Group medical, dental, and vision insurance coverage is available to all full-time employees of the bargaining unit.

All unit members who work at least half time are eligible for medical benefits. Vision and dental premiums are covered at District expense, and medical insurance premiums are covered at the amounts listed below on a pro-rata basis.

Employee share of benefit premiums will be deducted from his/her pay warrants.

*The following information is current, effective July 1, 2012.*

All full-time unit members are eligible for a cash differential in his/her medical premiums for the difference in the actual cost of the premium and the District certificated cap of \$551.60 per month.

Part time unit members working at least .5 FTE shall receive a pro rated amount of health and welfare benefits and/or cash differential of the District cap based upon an 1.0 FTE per day full time position.

Employees are responsible for the amount of the medical benefits premium that is over the District certificated cap of \$551.60.

Current information is available at the District Office.

Vision and Dental insurance premiums are provided by the District.

**APPENDIX D**  
**GRIEVANCE FORM: STEP TWO - FORMAL WRITTEN**  
*In Accordance with Article XIX*

*In the event the matter is not resolved informally, a written grievance shall be filed within ten (10) work days of the Site Administrator's response at the informal level. The grievant shall inform the Site Administrator of the specific section (s) of the Agreement which gave rise to the grievance, and the circumstances involved; and the specific remedy sought. Within ten (10) work days, the Site Administrator shall communicate in writing to the grievant his/her decision together with supporting reasons.*

All portions of this section must be completed by the grievant.

Employee Name	Work Location	Date of Informal (Step 1) Meeting
---------------	---------------	-----------------------------------

Statement of Grievance	
Specific Section of Contract Alleged to have been Violated	
Specific Remedy Sought	
Date	Signature

*Upon completion of this section, grievant shall retain one copy and give one copy to immediate supervisor.*

-----

Immediate Supervisor's Response	
Date	Signature

*Upon completion of this section, immediate supervisor shall retain one copy and send copies to grievant, Superintendent, and the Federation.*

**APPENDIX D (continued)**  
**GRIEVANCE FORM: STEP THREE - FORMAL WRITTEN**  
*In Accordance with Article XIX*

*Appeal to the Superintendent*

*If the grievance is not resolved to the satisfaction of the grievant, the grievant may appeal the decision in writing to the Superintendent within ten (10) work days after receiving the Step Two decision.*

*Within ten (10) work days from the date of receiving the grievance, the Superintendent shall communicate his/her decision to the grievant in writing. At the request of either party, a meeting shall be held including all parties before the issuance of a decision.*

All portions of this section must be completed by the grievant. Response at Step Two must be attached.

Employee Name	
Reason for Appeal	
Remedy Sought	
Date	Signature

*Upon completion of this section, grievant shall retain one copy and give one copy to Superintendent.*

-----

Superintendent's Response	
Date	Signature

*Upon completion of this section, Superintendent shall retain original and forward copies to grievant, immediate supervisor, and the Federation.*

**AGENDA ITEM 17.0**

**ACTION ITEM: 2017-18 Gold Trail Federation of Educators: Classified Employees Collective Bargaining Agreement**

**BACKGROUND**

Before the Board approves any agreement, the Superintendent and chief business official shall certify in writing that any costs incurred by the district under the agreement can be met by the district during the term of the agreement. The certification shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term. (*Government Code 3547.5, BP4143.1*) The District will ratify the collective bargaining agreement.

**ATTACHMENTS**

- **AB 1200 Disclosure**
- **2015-18 Classified Agreement**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Taking into consideration public comment, the Board will take action to ratify the agreement.

**NOTES**

<b><i>ACTION</i></b>		<b><i>Moved</i></b>	<b><i>Seconded</i></b>		
<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>					
<b><i>Vote</i></b>	<b><i>Ayes</i></b>	<b><i>Noes</i></b>	<b><i>Absent</i></b>	<b><i>Abstain</i></b>	

# **Collective Bargaining Agreement**

**Between the**

**Board of Trustees  
Gold Trail Union School District**

**and the**

**Gold Trail Federation of Educators (GTFE),  
Classified Chapter, Local 4911,**

**California Federation of Teachers (CFT),  
American Federation of Teachers (AFT),  
American Federation of Labor-Congress of Industrial  
Organizations (AFL-CIO)**



**July 1, 2015 - June 30, 2018**

Ratified by GTFE: May 2, 2018  
Adopted by Board of Trustees: May 10, 2018

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## ARTICLE I

### AGREEMENT

This Agreement is made and entered into this first day of July, 2001 between the Gold Trail Union School District School District (hereinafter referred to as the "District") and the Gold Trail Federation of Educators (GTFE), Classified Chapter, Local 4911, California Federation of Teachers (CFT), American Federation of Teachers (AFT), American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), (hereinafter referred to as the "Federation").

## ARTICLE II

### RECOGNITION

1. The District recognizes the Gold Trail Federation of Educators (GTFE) – Classified Chapter, Local 4911, California Federation of Teachers (CFT), American Federation of Teachers (AFT), American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), (hereinafter referred to as the "Federation") as the exclusive representative of the classified unit as described in Appendix A, attached hereto and incorporated by reference as part of this Agreement.
2. Newly created or retitled classified positions which are not management, confidential or supervisory shall be added to Appendix A upon mutual agreement of the parties. If the parties do not agree to the classification of a newly created or retitled position, and the Federation believes that the position should be a part of the classified unit, the matter shall be submitted to the Public Employment Relations Board for resolution.

## ARTICLE III

### NON-DISCRIMINATION

Neither the District nor the Federation shall discriminate against any employee of the District on the basis of race, color, creed, age, sex, national origin, religion, political affiliation, domicile, marital status, sexual orientation, physical or mental impairment, or for membership or participation in the activities of a unit member organization.

## ARTICLE IV

### EMPLOYMENT CATEGORIES

#### 1. Permanent Unit Members

Unit members hired to fill permanent positions shall be classified as permanent unit members after an initial probationary period of nine (9) calendar months. They shall be recognized as members of the classified members' bargaining unit upon their date of hire. They are entitled to all employee benefits authorized by this Agreement and the Education Code. A permanent employee who is serving a probationary period as a result of a transfer or promotion and who is found unsatisfactory in the new position shall be reinstated in permanent status in his/her former position.

#### 2. Probationary Unit Members

Unit members hired to fill authorized permanent positions will be classified as probationary unit members during the first nine (9) calendar months of their employment. After the nine (9) calendar month probationary period, the unit member shall become a permanent employee. Probationary unit members are entitled to all employee benefits authorized by this Agreement and the Education Code.

#### 3. Substitute Unit Members

Substitute shall not be used to fill a vacant position for longer than sixty (60) calendar days.

## ARTICLE V

### UNION RIGHTS AND PAYROLL DEDUCTIONS

1. The District recognizes the right of unit members to form, join, and participate in the lawful activities of the Federation.
2. The Federation or its designated representative shall have the right to meet with the District at the request of either party, to consult on matters relating to the implementation of this Agreement.
3. The Federation may appear on the Board agenda in accordance with normally established Board procedure and speak on any issue of said agenda before a vote is taken on such issue. A copy of the Board agenda and public supporting information will be provided to the Federation by the Secretary of the Board at the same time it is made available to the members of the Board.
4. A copy of this Agreement shall be distributed by the District to each employee covered by this Agreement.
5. The Federation shall have the right to use District facilities during non-instructional hours when there is no conflicting previously scheduled use for the purpose of transacting lawful Federation business. The use of a teacher's classroom or the staff lounge shall not require any advance notice providing the teacher is in concurrence with the use of his/her classroom.
6. The Federation shall have the right to use the intra-District mail system and/or mailboxes for the purpose of communicating with unit members.
7. The Federation shall have the right to bulletin board space for communicating union business
8. The District agrees to provide release time without loss of compensation for up to four (4) representatives of the Federation for the purpose of negotiations.
9. The District shall not contract out any work customarily and routinely performed by bargaining unit members.
10. The District will deduct and forward from the monthly paycheck of each unit member Federation dues and other voluntary deductions to the Federation as authorized in writing by the unit member on a mutually accepted form. All Federation dues collected by the District as a result of deductions shall be remitted to the Federation together with a printout of each payee's name.

The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing no less than fifteen (15) days after submission of the form to the designated representative of the District.

11. Any unit member who is paying dues may stop making those payments by giving written notice to the Federation during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary date of the unit member's authorization or 2) the date of termination of this contract, whichever occurs sooner. The District will honor the unit member's written authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Federation.
12. The Federation shall indemnify and hold harmless the District from any claims made of any nature and against any lawsuit instituted against the District arising from the deduction of dues, insurance or benefit programs of the Federation.

## ARTICLE VI

### DISTRICT RIGHTS

The Board of Trustees hereby retains and reserves unto themselves all rights, powers, authority, duties and responsibilities conferred upon it by law.

The exercise of those rights, powers, authority, duties, and responsibilities, and the adoption of such rules, regulations, and policies as it deems necessary in the management, direction, and administration of operations and activities of the District shall be limited only by the specific and express terms of this Agreement and by law.



## ARTICLE VII

### HOURS

1. A regular work schedule shall consist of not more than five (5) consecutive working days, Monday through Friday, of eight (8) hours per day and/or forty (40) hours per week. . Additional work hours shall be approved by a supervisor in advance. Additional work hours shall be assigned according to the following priorities in descending order:
  - a. Maintaining regular functions and operations of the district.
  - b. Completion of employee schedules to work an 8 hour workday.
  - c. Equitable distribution of additional work hours will be based on the bidding by seniority process.

Assignment of additional work hours according to these priorities does not include the assignment of overnight field trips, day field trips, and sports trips. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District.

2. Unit members working their regular classification during the summer shall be compensated at their regular rate of pay and shall accrue holidays, vacation and sick leave in accordance with the regular school year schedule, as specified in this Agreement.

Unit members working at a lower classification during the summer shall be compensated at their regular rate of pay, and shall accrue holidays, vacation and sick leave in accordance with the regular school year schedule, as specified in this Agreement.

Unit members working at a higher classification during the summer shall be placed at the step in the new classification that provides them at least a 5% increase over their regular compensation and shall accrue holidays, vacation and sick leave in accordance with the regular school year schedule, as specified in this Agreement.

A unit member performing summer work outside of the unit member's classification shall not accrue seniority or retreat rights from this summer work.

3. Unit members may request flexible or alternative work hours, including a 10 hour day, four days a week work schedule, subject to agreement by the unit member, the District and Federation.
4. Bus schedules may be amended due to a change in route caused by overcrowding, or other verifiable concern.
5. Unit members who render service of at least six (6) consecutive hours per work day shall be entitled to an uninterrupted lunch period. The length of the lunch period shall not be less than one-half hour and shall normally be scheduled at/or about the midpoint of each work shift.
6. Unit members shall be granted a ten (10) minute rest period at the mid-point in each four (4) hours

worked. Rest periods are counted as hours worked for which there shall be no deduction from wages.

7. The District shall make available to unit members, on a non-exclusive basis, lunchroom, restroom and lavatory facilities at each site.
8. Overtime shall be approved in advance, with the exception of regularly scheduled bus routes. Overtime shall be equitably distributed pursuant to a rotation list among unit members within each classification at each work site. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week and shall be compensated at one and one-half (1-1/2) times the regular rate of pay of the employee. The employee shall decide whether to receive overtime pay or the equivalent in compensatory time at the time that the overtime is assigned. The employee shall receive payment for any compensatory time that remains on the books at the end of the fiscal year, or, at the employee's option, may roll over up to 80 hours of overtime into the next fiscal year. Employees who work hours beyond their hourly schedule, but are not subject to overtime because they work less than eight (8) hours per day or forty (40) hours per week, shall have the option of receiving regular pay or compensatory time for the additional time that they work. They may also request in writing to roll up to 80 hours of regular time into the next fiscal year. Unit members who have accumulated over 80 hours at the end of the 2015-16 school year have the option to carryover up to 120 hours into the next fiscal year(s) forward.
9. Drivers assignments shall be determined by seniority in the following manner.
  - a. Bidding by Seniority
    - i. The most senior bus driver shall decide his/her first choice of route or non-regularly scheduled trip. The second most senior bus driver shall then decide his/her first choice of route or non-regularly scheduled trip. This method will continue in descending order of seniority until all bus drivers have completed their first choice of assignments. Should additional trips remain on the list, the process will commence beginning with the next most senior driver in the rotation. Should a unit member accept or decline a driving assignment, the unit member shall provide written authorization and the bidding of assignments will commence with the next most senior driver in the rotation.
    - ii. Unit members shall not be prevented from assignment to a field trip due to unfamiliarity with the trip. The district shall provide an opportunity to become familiar with field trip routes if the assigned unit member is unfamiliar with the driving route.
    - iii. The field trip assignments and rotation list will be updated as practical and maintained in locations accessible and known to the affected unit members.
  - b. Routes and Buses
    - i. Routes will be determined and posted prior to the beginning of the school year.
    - ii. Routes and buses may be subject to change depending upon routes/ridership.
    - iii. Routes and buses shall be bid upon by the unit members according to bidding by seniority.
    - iv. Should regularly scheduled routes change such that it affects the hours required of a route, routes shall be reassigned according to bidding by seniority.
    - v. In the case of a known absence extending beyond 10 working days, assignments for regular bus driving routes shall be reassigned according to bidding by seniority.
    - vi. Should any vacancy remain after exhaustion of the bidding process, the vacancy will be filled with a substitute, if available.

- c. Overnight Field Trips
    - i. Shall be assigned according to bidding by seniority.
    - ii. Each year, a list of all known overnight, out-of-district field trips shall be created prior to the first field trip.
    - iii. If an overnight trip is cancelled, the affected unit member shall be offered the next available trip on the overnight list.
    - iv. Accommodations for overnight field-trips will be provided and will include a room with a bed and with a shower and bathroom within the facility. Accommodation paperwork shall be provided in advance of field trip.
    - v. In the case of an absence where the assigned bus driver is not able to fulfill their assigned trip, the trip will be forfeited and assigned according to bidding by seniority.
  - d. Day Field Trips, Sports Trips, Late Bus
    - i. Shall be assigned according to bidding by seniority.
    - ii. Trips will be compiled on respective lists and communicated with drivers prior to the trip.
    - iii. New day trips will be compiled on a list to be communicated with drivers each week and the bidding by seniority process will commence.
    - iv. If a day trip is cancelled, the affected unit member shall be offered the next available trip on the respective list.
    - v. In the case of an absence where the assigned bus driver is not able to fulfill their assigned trip, the trip will be forfeited and assigned according to bidding by seniority.
10. When unit members are required to work on paid holidays, the District shall pay the employee at the rate of two and one-half (2-1/2) times the employee's regular hourly rate.
  11. Each employee shall be assigned a regular number of hours to be completed in a fixed shift.
  12. Unit members called back to work after completion of their regular assignment shall be compensated for not less than two (2) hours of overtime at the current overtime rate.
  13. Unit members required to attend work related activities which extend beyond their normal workday shall be compensated at the appropriate hourly rate of pay for such work. Unit members who work field trips shall be compensated for all on duty hours at the appropriate hourly rate of pay for such work. Bus drivers on overnight field trips shall be compensated for all hours actually worked, which shall be a minimum of eight (8) hours for the overnight stay.
  14. The school year for unit members shall begin on July 1 and end on June 30<sup>th</sup> the following year.

## ARTICLE VIII

### PERSONNEL FILES

1. The District shall maintain personnel files for each unit member. The files shall be maintained in the District Office.
2. The file of an individual unit member is confidential information and shall be available only to authorized District personnel, the unit member, and any individual authorized by the unit member.
3. Every unit member shall have the right to inspect his/her personnel file. If the unit member is not present, anyone designated must have a signed statement from the unit member authorizing file access.
4. Information of a derogatory nature shall not be entered or filed in the unit member's personnel file until ten days after the employee is given a copy of the information. This shall be considered notice and an opportunity to review the information and comment upon it.
5. No material ascribed to any anonymous source shall be placed in a unit member's personnel file.
6. Any document, item or material in a unit member's personnel file which has been proven to be false or unsubstantiated shall be sealed.
7. The unit member shall have the right to attach a response to any material filed. No such answer, reply, clarification or explanation shall constitute a waiver of the employee's right to file a grievance in accordance with Article 14 of this Agreement.

## ARTICLE IX

### EVALUATIONS

1. The primary purpose of employee evaluation shall be to recognize accomplishments and offer support for the improvement of performance.
2. The District retains sole responsibility for the evaluation and assessment of the performance of each employee, subject to the following procedural requirements:
  - a. The parties agree a supervisor shall have supervised a unit member's work for no less than three (3) months prior to an evaluation.
  - b. A unit member in the bargaining unit shall not evaluate another employee in the bargaining unit.
  - c. Unit members shall be provided with a current job description and shall be informed as to the evaluative standards, objectives, and criteria that have been established during negotiations.
3. Evaluations shall be completed and summarized in writing so that each employee shall receive his/her evaluation no later than thirty (30) calendar days prior to the last day of school. The evaluation model will be found in Appendix E.
4. The immediate supervisor shall prepare a formal evaluation for probationary unit members prior to the end of the third (3<sup>rd</sup>) month of service and prior to the completion of the eighth (8<sup>th</sup>) month of service. Promotional or reclassified unit members shall be evaluated by their immediate supervisor prior to the end of the third (3<sup>rd</sup>) month after promotion or reclassification.
5. The signature of a unit member on the evaluation reflects only that the employee has read the evaluation.
6. A unit member may be accompanied by a representative of the employee's choice at any conference which may lead to discipline or an adverse effect on the unit member's employment status. The employee shall be informed by the District of the purpose of any meeting called for discipline or formal evaluation purposes. The employee shall be told of the right to have representation by the Gold Trail Federation of Educators, the exclusive representative, either before the meeting or at the point in the meeting when an adverse effect related to the employee's status might result from the proceedings.

## ARTICLE X

### PUBLIC CHARGES

#### 1. Public Charges

- a. If parents, other employees, or community members have a complaint against a unit member, the District will direct the complainant to communicate directly with the person against whom the complaint is lodged. The District will encourage the complainant to try to resolve concerns with the unit member personally.
- b. If the complaint is not resolved informally by the complainant and the unit member, the complainant may submit the complaint in writing, signed by the complainant, to the Site Administrator or immediate supervisor. The unit member shall be given a copy of the written complaint and shall have the right to respond orally or in writing within ten (10) work days after receipt of the complaint. Any written response made by the unit member will be attached to any report of the complaint placed in the unit member's personnel file. If the complaint is not put in writing, the District will advise the complainant that it cannot proceed with the investigation. If the complaint is not put in writing, the complaint cannot be used in an evaluation of the unit member. Nothing herein shall limit the District from proceeding with the investigation and otherwise processing the complaint.
- c. The Site Administrator or immediate supervisor shall be responsible for investigating the written complaint to be investigated. Any investigation shall include an interview with the unit member against whom the complaint has been made. The Site Administrator or immediate supervisor will attempt to resolve the complaint after making, or after having caused to be made, an investigation of the alleged facts and circumstances.
- d. Once the complaint has been put in writing and is signed by the complainant, the unit member may be represented by a Federation representative at any meeting regarding the complaint.
- e. If the complaint remains unresolved after the Site Administrator or immediate supervisor's review and investigation, the complaint shall be referred to the Superintendent, along with the supervisor's report, a copy of which shall be provided to the unit member. The Superintendent shall issue a written decision. The complainant shall consider the Superintendent's decision as final; however, the complainant or the employee may appeal the matter to the Governing Board.
- f. Any appeal to the Board must be filed in writing with the Board within ten (10) working days following receipt of the decision by the Superintendent.
- g. Should the employee appeal to the Governing Board, the Superintendent shall prepare a report, a copy of which shall be provided to the employee. The Superintendent's report shall contain the following:
  - i. The name of the employee and complainant.
  - ii. A brief summary of the facts.
  - iii. A copy of the original complaint.
  - iv. A summary of the action taken by the Superintendent.

- h. The Board shall address the appeal. All parties to the complaint may be asked to meet with the Board in closed session. All complaints or public charges concerning a unit member shall be discussed in closed session unless the employee requests that the issue charges be addressed in open session. All parties to the complaint may be asked to meet with the Board in closed session. A unit member has the right to a Federation representative at such a hearing in closed session meeting before the Board. The decision of the Board regarding the appeal following the hearing shall be final.
- i. The Federation may utilize the grievance procedure, commencing with Step 5, should it disagree with the Board's decision by requesting a hearing before an arbitrator within fifteen (15) working days of the decision.
- j. Complaints which are unsubstantiated or proven false shall not be included in the unit member's personnel file.

## ARTICLE XI

### LEAVES

An employee shall notify his/her immediate supervisor of his/her need to be absent as soon as such need is known.

#### 1. Sick Leave

- a. All 10 month unit members covered by this Agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year which shall be cumulative for the term of their employment. All 11 month unit members covered by this Agreement shall be granted a total of eleven (11) days sick leave at full compensation for each contract year which shall be cumulative for the term of their employment. All 12 month unit members covered by this Agreement shall be granted a total of twelve (12) days sick leave at full compensation for each contract year which shall be cumulative for the term of their employment.
- b. Sick leaves shall be credited at the beginning of the school year. Unit members who do not complete a full year of service will be charged for any unearned sick leaves used as of the date of termination. However, new unit members of the District shall not be eligible to take more than six (6) days of sick leave until six (6) months active service has been completed with the District.
- c. If a unit member does not utilize the full amount of sick leave authorized in any one school year, it shall be accumulated without limit from year to year. Upon retirement, unused accumulated sick leave may be included in PERS service retirement, as allowable under then current law.
- d. There shall be a wellness incentive bonus for unit members who on October 1 of each school year are employed in a position for at least 20 hours per week. This only applies to sick leave earned during the then current fiscal year.
  - i. 10 and 11-month unit members who use no sick leave or personal necessity leave shall be paid an incentive of \$250.00 for the year.
  - ii. 10 and 11-month unit members who use one day or less of sick leave or personal necessity leave shall be paid an incentive of \$150.00 for the year.
  - iii. 12-month unit members who use no sick leave or personal necessity leave shall be paid an incentive of \$300.00 for the year.
  - iv. 12-month unit members who use one day or less of sick leave or personal necessity leave shall be paid an incentive of \$250.00 for the year.



## **2. Extended Sick Leave**

- a. After all available sick leave is exhausted, when an unit member is absent from duty due to illness or injury for a period of five (5) months or less, the amount deducted from the salary due to the unit member for that month in which the absence occurs shall not exceed the sum actually paid a substitute unit member employed to fill the position during the absence, or, if no substitute was employed, the amount which would have been paid to the substitute.
- b. Payments under this section shall be in conformance with the established procedures of the Education Code.

## **3. Industrial Accident Leave**

- a. In the case of industrial accident or illness, allowable leave shall be for not less than sixty (60) days. During this period, the unit member shall be paid a salary which, when added to his/her temporary disability indemnity, will result in payment of his/her full salary. "Illness" includes a contagious disease which the Workers' Compensation Board determines to be an industrial illness.
- b. After using all of his/her industrial accident or illness leave, he/she is entitled to all other benefits for which he/she is eligible. These benefits include his/her current sick leave, accumulated sick leave, catastrophic sick leave, and the five (5) month period of accumulated sick leave and differential pay (See applicable sections in this Article). The absence shall be deemed to commence on the first day following the termination of the industrial accident or illness leave. If the unit member continues to receive his/her temporary disability indemnity, he/she may use as much of his/her sick leave as necessary to result in a payment of his/her full salary.
- c. The provisions for this leave are contained in the Education Code: the current Code section is 45192.

#### **4. Pregnancy Disability Leave**

Leave for pregnancy disability purposes may be taken as follows:

- a. A leave of absence for pregnancy disability purposes; and
- b. Sick leave for pregnancy disability purposes.
  - i. Pregnancy Disability Leave provides up to one (1) year of unpaid leave for pregnancy disability. Disability is determined by an unit member's physician if paid sick leave is to be used. The physician must certify that the unit member is medically capable of returning to employment. Such leave shall not constitute a break in service but will count towards advancement only if the unit member is on paid status for at least 50% of the year.
  - ii. Use of sick leave for pregnancy disability purposes: an unit member may apply for paid sick leave due to pregnancy disability when verified by a physician that she is no longer able to work due to the condition of pregnancy or recovery from childbirth. At the time of her release by the physician she shall return to normal duties.
- c. Sick leave for pregnancy disability purposes shall begin on the date the physician decides that the continued fulfillment of her duties would be detrimental to her health and shall terminate on the date her physician decides she can return to her normal job responsibilities.

#### **5. Paternity/Maternity Leave**

The District shall grant, upon request, five (5) days of paternity/maternity leave. This leave shall be used at the discretion of the unit member for the birth or adoption of a child, and/or the discharge of family members from the hospital. This shall be deducted from sick leave.

## **6. Family and Medical Leave**

- a. Unit members who have been continuously employed at least twelve (12) months are eligible under Federal and State laws for unpaid family and medical leave. Leaves may be granted for up to twelve (12) weeks in a twelve (12) month period (26 weeks for qualifying illnesses and injuries incurred during active duty military service).
- b. Unpaid leave is permitted for the following reasons: serious health condition of the employee; serious health condition of the employee's child, parent, or spouse; birth of a child, or placement of a child in the family for adoption or foster care; serious illness or injury sustained in the line of duty on active duty by a military servicemember who is the spouse, child, parent, or next of kin of the employee; or qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty.
- c. Leave does not constitute a break in service for the purposes of longevity, seniority, and/or sick leave. The unit member and dependent benefit coverage as provided in Appendix D shall continue.

## **7. Personal Necessity Leave**

- a. Unit member shall be granted up to a total of seven (7) days of personal necessity leave at full compensation during each year of their employment. Such leave will not be cumulative and will be deducted from the unit member's sick leave.
- b. The purpose of this leave is to enable the unit member to take care of urgent personal business that would normally require him/her to be absent from duty and, therefore, suffer loss of pay as a result. Personal necessity leave is not for personal convenience, recreation, or other employment.
- c. Leave forms shall be provided at the school site. Unit members may use personal necessity leave for the following reasons:
  - i. Serious illness of a member of immediate family.
  - ii. Accident involving person or property of unit member or a member of unit member's immediate family.
  - iii. Extension of bereavement leave.
  - iv. Bereavement not covered by bereavement leave.
  - v. Appearance in court as a litigant or as a witness under subpoena.

- vi. Inability to get to assigned place of duty because of circumstances beyond unit member's control, such time being not less than one full day of leave.
- d. For purposes of this section, members of the immediate family are: mother, father, mother-in-law, father-in-law, spouse, domestic partner, son, daughter, son-in-law, daughter-in-law, step-parents, step-children, grandmother, grandfather, grandchild, brother or sister of the employee, brothers-in-law, sisters-in-law, aunts, uncles, cousins, nieces, nephews, or any person in the immediate household of the unit member.
- e. No personal necessity leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation period, or for matters that can be taken care of outside of working hours. The District may authorize the use of personal necessity leave for purposes not specifically listed in this section.
- f. The unit members shall request permission in advance for personal necessity leave, except in urgent situations such as a death or serious illness of a member of the immediate family or accident involving the employee's person or property.
- g. After an absence due to personal necessity the employee shall verify the absence by submitting a completed and signed absence form to his/her immediate supervisor.

## **8. Bereavement Leave**

- a. An unit member who is absent because of the death of a member of his/her immediate family shall be granted three (3) days of bereavement leave unless travel in excess of three hundred (300) miles, one-way, is required, for which five (5) days shall be granted.
- b. No deduction in salary or sick leave shall be taken from an unit member using bereavement leave.
- c. At the unit member's request, bereavement leave may be extended under the personal necessity leave provisions contained in this Article. At its discretion, the District may grant additional bereavement leave.
- d. For purposes of this section, members of the immediate family are: mother, father, mother-in-law, father-in-law, spouse, domestic partner, son, daughter, son-in-law, daughter-in-law, step-parents, step-children, grandmother, grandfather, grandchild, brother or sister of the employee, brothers-in-law, sisters-in-law, aunts, uncles, cousins, nieces, nephews, or any person in the immediate household of the unit member.

**9. Jury Duty and Court Appearance Leave**

- a. A unit member absent from school because he/she has been selected for jury duty or been subpoenaed shall be paid by the District their regular salary. Unit members shall not waive jury duty stipends, but will turn over the stipend to the District upon receipt.
- b. Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the District.
- c. Such time shall not be deducted from sick leave accumulation or personal necessity leave.

**10. Catastrophic Leave**

- a. Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate an unit member or member of his/her immediate family for an extended period of time, and taking extended period of time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid leave.
- b. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- c. Immediate family member for the purposes of Catastrophic Leave means the unit member's spouse, domestic partner, mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, step-parent, step-child, brother, sister, aunt, uncle or any person living in the immediate household of the unit member.
- d. The Catastrophic Leave Bank shall be administered by a committee comprised of two (2) members from each unit member group. Committee members must be participants in the program.
- e. Eligibility and Contributions
  - i. All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank eight (8) hours of accrued sick leave. Such time shall be donated in eight (8) hours increments from the unit member's accrued sick leave. A window period will commence each year, running from July 1<sup>st</sup> through October 31<sup>st</sup> during which time unit members may opt to participate in the leave bank. Those unit members joining the Catastrophic Leave Bank for the first time, those returning from leave, or newly hired unit members who wish to contribute to the Bank shall be required to contribute eight (8) hours to the Bank.
  - ii. Participation is voluntary, but requires contribution to the bank. Only contributors will be permitted to withdraw from the bank
  - iii. All transfers of accumulated sick leave are irrevocable and binding.

- iv. An additional eight (8) hours of contribution will be required of participants if the number of hours in the Bank falls below two hundred and forty (240). Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible, nor shall participants who have exhausted their accumulated and annual sick leave. Should the leave bank run out of hours, the program shall be discontinued.
- f. Unit members applying to withdraw from the Bank will be required to submit to the Superintendent a doctor's statement indicating the nature of the illness or injury and the probable length of absence. Unit members will also be required to sign a form authorizing release of necessary medical information. Information regarding the nature of the illness will be kept confidential.
- g. No unit member shall withdraw more than eight hundred (800) hours from the Bank for any one illness or injury.
- h. Withdrawals from the Bank may not be denied on the basis of the type of illness or injury.
- i. Denial of a withdrawal from the Bank shall not be subject to the grievance procedure.

## **11. Federation Leave**

*Voluntary Absence for Federation Purpose* - A maximum of twelve (12) days per work year shall be granted for voluntary absences for those unit members designated by the Federation to conduct Federation business. The Federation shall notify the Superintendent and/or designee as soon as practicable, but not later than two (2) business days prior the commencement of the leave. The Federation shall pay the District for all costs of the substitute, including statutory benefits costs, or the amount which would have been paid if a substitute had been employed.

The Federation shall work cooperatively with the District to insure that there is sufficient coverage to conduct District business during the leave. This provision shall not be construed as a waiver of any rights available to the Federation under Education code section 44987.

This leave shall not be used for the purpose of or for conducting any concerted activity or litigation against the District.

## **12. Leave Without Pay**

Leave without pay must be preapproved by the Superintendent.

## ARTICLE XII

### DISTRICT VACANCIES

#### 1. Posting

- a. Whenever a vacancy occurs the District shall publish and post a job announcement for the available position on each work site's bulletin board. The vacancy notice shall include the classification, job description, salary range, location, minimum qualifications desired, the method of application, and the deadline for applying.
- b. The notice shall be posted in areas accessible and highly visible to all unit members in the bargaining unit. Such notice shall be posted for a minimum of ten (10) workdays prior to the expiration of the application deadline.
- c. A current employee may apply for any position for which the employee meets the qualification requirements. The employee shall be given first consideration, to fill that position before consideration of a candidate who is not currently employed with the District.
- d. No employee shall be assigned to a permanent position resulting from a vacancy before the deadline for all interested unit members and/or applicants to apply has expired.
- e. The District shall notify all off track unit members by mail (and ConnectEd when appropriate) of any vacant positions.

#### 2. Transfers

- a. A "transfer" is defined as a change of job site, but within the same classification.
- b. Employee Initiated Transfers:

Each employee covered by this agreement shall have the right to request a transfer to any job location within the same classification. The following procedures shall be followed for all transfer requests:

- i. The employee shall submit a written request for transfer
- ii. All unit members who submit a request for transfer and meet the minimum qualifications for an open position shall be interviewed for the vacancy.
- iii. If the relevant factors among two or more applicants are equal, preference shall be given to the current District employee with the most seniority.

iv. If the employee is not offered the position, the reasons for the denial shall be provided in writing at the written request of the employee.

v. <http://www.scpr.org/news/2016/04/28/59964/state-clarifies-new-law-provide-special-ed-to-unva/> For the purpose of this Article, seniority shall mean a unit member's length of continuous service with the District. Service shall commence on the unit member's date of permanent hire with the District regardless of whether he/she is full time or part time.

c. District Initiated Transfers

The District shall have the right to transfer based on the needs of the District, any employee to any job location within the same classification.

**3. Promotions**

a. A promotion is defined as a change from one classification to a higher classification and involving a change of position and duties. It is the intention of the District to promote, whenever possible, District unit members to vacant promotional positions.

b. When a permanent employee receives a promotion, the employee shall move to the first step of the new salary range or that step of the new range which provides at least a 5 percent increase over the employee's current salary, whichever provides the highest salary.

c. First consideration shall be given to the employee with the most seniority.

d. The probationary period for transfers and promotions shall be six (6) months. During this time period, transferred or promoted unit members have the right to return to their original position if they are not successful in their new position. For purposes of this section only, transfer is defined as a change from a position to a new position which is paid at the same salary range and is in the bargaining unit.



## ARTICLE XIII

### VACATION AND HOLIDAYS

#### 1. Vacation Procedure

- a. Each employee in the bargaining unit shall earn vacation days according to the employee's time of employment in the District. Part-time unit members earn vacation at the same ratio as their work assignment bears to a full time assignment.

Years Employed	Number of Days
0-5 years' service	1 day for each month of service earned during the work year for a maximum of 12 days annual vacation
6-10 years' service	1.25 days for each month of service earned during the work year for a maximum of 15 days annual vacation.
11-15 years' service	1.67 days for each month of service earned during the work year for a maximum of 20 days annual vacation.
16-20 years' service	2.09 days for each month of service earned during the work year for a maximum of 25 days annual vacation.
21 years' service and over	2.5 days for each month of service earned during the work year for a maximum of 30 days annual vacation.

- b. Except when authorized in writing by the Superintendent, new unit members are ineligible to take any earned vacation during their first year of employment. Upon termination, all unit members will be paid for any accrued vacation.
- c. Except when authorized in writing by the Superintendent, less than 12 month unit members shall not take vacation time, but shall be paid for the vacation time earned by June 10 of each year.
- d. Vacation absences are granted with the approval of the unit member's immediate supervisor. Efforts will be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the District and the workload of the school and department.

- e. Twelve month unit members, may request in writing, to carry over earned unused vacation time into the next fiscal year. The maximum carryover shall be two years vacation credit. Vacation that is not carried over will be paid out by July 10 of each year.
- f. Unearned vacation time may be granted in advance under unusual circumstances with prior approval of the unit member's supervisor and the District Superintendent.

## 2. Holidays

a. Unit members are entitled to payment for authorized holidays provided they were in a paid status during any portion of the work day immediately preceding or succeeding the holiday.

b. The authorized holidays for 12 month unit members are:

New Year's Eve Day	New Year's Day
Independence Day	Christmas Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Eve Day	Good Friday

c. The authorized holidays for 10 and 11 month unit members are:

New Year's Eve Day	New Year's Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Eve Day	Good Friday
Christmas Day	

d. If a holiday falls on a Saturday, the preceding Friday shall be designated the holiday; if the holiday falls on Sunday, the following Monday shall be designated as the holiday. All unit members assigned work on holidays shall receive compensation or compensatory time off equal to the time worked, in addition to the regular pay received for the holiday.

e. Two (2) floating holidays shall be available to all unit members per year with the days of choice determined by the unit member, with prior approval by the District. If the unit member does not elect to take the one or both of the floating holidays, the employee will be compensated for the unused portion of time on the last pay warrant of the fiscal year. Floating holidays may only be taken as complete work day assignments.

f. The District and the Federation shall work together to develop a calendar for the subsequent school year. The calendar committee shall determine annually the February holiday schedule, which shall either be one four-day weekend or two three-day weekends.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### 1. Definitions

- a. A "grievance" is an allegation by a unit member of the adverse effect of a misapplication, misrepresentation, or violation of a specific provision of this Agreement.
- b. A "grievant" is any party covered by the terms of this Agreement and/or the Federation.

#### 2. Step One: Informal Level

An alleged grievance shall be presented for informal discussion with the site administrator within twenty (20) work days after the grievant knew or reasonably should have known of the condition upon which the grievance is based. The site administrator shall respond to the grievant within ten (10) work days with his/her decision.

#### 3. Step Two: Formal Written

In the event the matter is not resolved informally, a written grievance shall be filed within ten (10) work days of the site administrator's response at the informal level. The grievant shall inform the site administrator of the specific section (s) of the Agreement which gave rise to the grievance, and the circumstances involved; and the specific remedy sought. Within ten (10) work days, the site administrator shall communicate in writing to the grievant his/her decision together with supporting reasons.

#### 4. Step Three: Formal Written

If the grievance is not resolved to the satisfaction of the grievant, the grievant may appeal the decision in writing to the Superintendent within ten (10) work days after receiving the Step Two decision.

Within ten (10) work days from the date of receiving the grievance, the Superintendent shall communicate his/her decision to the grievant in writing. At the request of either party, a meeting shall be held including all parties before the issuance of a decision.

#### 5. Step Four: Mediation

Within ten (10) work days from the date of receiving the Superintendent's Step Three decision, the Federation may appeal to mediation to assist the parties in resolving the issue. A mediator from the California Mediation and Conciliation Service shall be used.

## **6. Step Five: Arbitration**

If the grievant is not satisfied with the disposition of the grievance at Step Four, the Federation may request a hearing before an arbitrator within fifteen (15) work days.

- a. Upon receiving the request for arbitration, the Superintendent shall request a list of arbitrators from the California Mediation and Conciliation Service. As soon as possible after receiving the list of names from the Service, representatives of the District and the Federation shall alternately strike a name until one name remains. The person named shall serve as arbitrator.
- b. The arbitrator shall conduct a hearing at which both parties may present witnesses and evidence. The arbitrator shall render a decision on the issue(s) submitted.
- c. After a hearing, and after both parties have had an opportunity to make oral and written arguments, the arbitrator shall submit in writing to the parties his/her decision. The decision of the arbitrator shall be final and binding upon the parties.
- d. Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. The grievant, the grievant's representative, and the grievant's witnesses shall be compensated at the regular rate and provided a substitute if the arbitration hearing is held during scheduled class time.

## **7. Handling of Grievance Documents**

All documents, communications, and records pertaining to a grievance shall be placed in a separate grievance file in the GTUSD District Office. Any document or record removed from a personnel file or any other file for use in a grievance shall be returned to the original file.

## **8. No Reprisals**

No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

## **9. Time Limits**

Failure by the District at any step of this procedure to communicate the decision on a grievance within the specified time limits shall result in an automatic appeal to the next step of the procedure. Failure by the grievant to conform to timelines will result in the grievance being settled. The specified time limits in this procedure may be extended by mutual agreement, in writing, between the parties.

**10. Other Procedures or Remedies**

The grievance procedure provided in this Agreement shall be supplementary to, rather than exclusive of, any procedures or remedies afforded to a unit member by law.

**11. Representation**

Either party may be accompanied by a representative of his/her own choosing at any level of the procedure. However, nothing in this Agreement shall be construed as limiting the right of any employee having a grievance to discuss the matter with any appropriate member of the administration, and to have the grievance resolved without intervention of the Federation - provided, however, that the resolution of the grievance is consistent with this Agreement and that prior to any agreement on the resolution of a grievance, the Federation has received a copy of the grievance and the proposed resolution. Such resolution shall not be precedent setting.

**12. Pending Grievances**

While a grievance is pending, the grievant shall continue the assigned functions until the resolution of the grievance is final.

**13. Release Time**

Insofar as possible, the processing of the grievance shall take place outside of class time. However, the grievant and his/her representative shall be provided a reasonable amount of release time to process the grievance.

The grievant, representative, and any necessary witnesses shall be granted paid release time to attend any hearing required by this grievance process.

## ARTICLE XV

### SALARY AND RATE OF PAY

1. Unit members shall be compensated in accordance with the salary schedule, incorporated as Appendix B as a part of this Agreement.
2. Unit members shall be paid once per month, payable on or before the unit member's last working day of the month. If the normal pay date falls on a Saturday, Sunday or holiday, the paychecks shall be issued on the preceding workday.
3. Salary step increments shall be granted effective July 1 of each year. Unit members hired on or after February 1 shall not receive anniversary movement that year.
4. Payroll errors shall be corrected as soon as possible. Any paycheck that is lost after receipt shall be reported immediately to the Payroll Department. The District shall issue a check to replace the lost check as soon as administratively practicable.
5. New unit members will be hired at the first step on the salary schedule for the classification to which they are appointed. However, unit members hired may receive experience credit for all comparable experience and will be placed at the appropriate salary step commensurate with their experience not to exceed Step 7. Present unit members shall be compensated at the appropriate step on the salary schedule.
6. Liability vehicle insurance for unit members who use their vehicles on District business shall be at the state mandated minimum.

7. Degree Recognition Program

- a. Unit members who possess an AA Degree shall receive an additional \$25.00 per month over and above their salary on Appendix B and Appendix C.
- b. Unit members who possess a BA or BS Degree shall receive an additional \$75.00 per month over and above their salary on Appendix B and Appendix C.
- c. No time from the Skills Enhancement Program may be used to gain a degree.

8. Skill Enhancement Program

- a. After one (1) year of service to the District, a unit member on the commencement of the second (2<sup>nd</sup>) year and thereafter, may qualify for a SEP stipend of \$500.00. To qualify for this stipend the following criteria must be met:
- b. Prior written permission by the Superintendent for an approved program of coursework.
- c. Programs and/or classes must be job related.
- d. Completion of 120 hours.
- e. Units and/or hours must be taken after the employee has finished his/her first year of service.
- f. Verification of completion must be submitted by the employee to the Superintendent by September 20<sup>th</sup> of each calendar year.

9. Reimbursement and Expenses

- a. Employees will be reimbursed for pre-approved job-related expenses.
- b. Employees approved to travel are required to use a District vehicle if one is available. District vehicles are to be used for school business only and may only be driven by employees. Employees must possess a valid California driver's license and carry appropriate insurance in accordance with District Policy to operate a District vehicle.
- c. Unit members required by their supervisors to use their vehicles on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District. In addition, the District shall pay the deductible up to \$1000 for accidents which occur on District time.
- d. Employees who are assigned to two (2) school sites as part of his/her assignment will be reimbursed for mileage to and from each site.



## ARTICLE XVI

### BENEFITS

1. Health and welfare benefits, including vision and dental insurance, will be provided to all unit members with the current insurance carriers, for the duration of this Agreement, as outlined in Appendix C. The District contribution for medical insurance shall be capped at \$468.91 per month for each full time employee. Part time unit members working at least 4 hours shall receive a pro-rated amount of health and welfare benefits and/or District cap (See Appendix D) based upon an 8-hour per day full time position.
2. Unit members who are absent on account of unpaid leave shall have the option to continue to receive full health coverage to be paid for by the employee.
3. The District's contribution per covered unit member for the term of this Agreement shall be 100% for Vision Service Plan, and 100% for Delta Dental Plan. The District shall continue to pay 100% for the Vision Service Plan and 100% for the Delta Dental Plan.

Both parties recognize that the health care industry has been experiencing rapid change and that containment measures, changes in available health care providers, and/or premium increases by the District's insurance carriers or administrators may necessitate review of the plans. The District may establish advisory groups of unit members to review and make recommendations for addressing problems as they arise. The Federation agrees to cooperate with and participate in these groups for the purpose of developing recommendations to address problems.

4. Unit members shall have the option to make additional contributions to PERS as per AB 719.
5. Work for Benefits Program
  - a. General Provisions
    - i. Currently employed classified personnel of the District are eligible for application to the Early Retirement Work for Benefits Program:
      - a) At age 55 or over, if they have completed a minimum of ten (10) years, the last of which has been the year immediately preceding retirement.
      - b) Have retired under the PERS system and are no longer contributing to PERS.
      - c) Have resigned from the District.
      - d) Have agreed to work as a resource person.
    - b. An employee will be eligible for the program for a maximum of five (5) years or to age 65, whichever comes first. The program is for one (1) year and an employee must reapply each year, up to five (5) years. The retiree has the right to terminate the contract at any time and either discontinue the benefits or continue paying for the benefits on his/her own per State and Federal requirements.

The District will work with American Fidelity to determine if this benefit can be provided under the pre-tax rules of Internal Revenue Code, Section 125. If so, it will be made available to eligible employees.

- c. An employee must be enrolled in the District's benefit program three (3) years prior to retirement to qualify for this Early Retirement Work for Benefits Program.
- d. An employee who was considered less than full-time will be eligible for medical benefits on the same prorated basis as his/her level of benefits at the time of retirement.
- e. All applicants for the Work for Benefits Program shall apply annually by February 15<sup>th</sup> to the Board of Trustees, who may approve or decline the application.
- f. Contract
  - i. The retiree will perform services during the fiscal year in activities mutually agreed upon by the retiree and the District. If activities cannot be agreed upon, then the contract with the retiree will be terminated. Such services, by definition, shall be in the best interest of the District and within the retiree's classification or that which he or she is qualified to perform.
  - ii. A contract will be executed which delineates the duties, responsibilities, and specific days to be worked.
  - iii. The agreement is not renewable beyond the five (5) years or age 65. The District reserves the right to request a doctor's verification of an incapacitating condition. If the retiree is unable to perform the duties mutually agreed to in the contract, the contract will be terminated. If the contract is terminated, the retiree will be able to maintain the benefits at his/her own cost per State and Federal regulations.
- g. Benefits
  - i. Health and Welfare Benefits (medical, vision and dental) will continue at the level contracted for certificated District employees and subject to any maximum District contribution thereon.
  - ii. In order to determine the number of days to be worked, the value of the retiree's contribution will be based on the daily rate of Step 7 of the date the employee retired.
- h. Impact on Retirement Allowance

Any classified employee interested in the Early Retirement Work for Benefits Program shall be required to contact PERS and Social Security Administration to determine if early retirement or resignation may have a serious impact on his/her retirement allowance that is to be paid by PERS and Social Security Administration. Said employee must seek advice from a representative of PERS and Social Security Administration prior to submitting an application for the Early Retirement Work for Benefits Program and verify in writing that a meeting was held. Pension reform measures enacted January 1, 2013 include a 180-day wait period. Contact CALPERS for additional information.

## ARTICLE XVII

### DISCIPLINE LESS THAN DISCHARGE

1. The normal progression of discipline shall be: oral notice, written notice, written reprimand, suspension without pay, demotion. In cases of severe infractions, there is no expectation that the progressions be followed. In such cases suspension or demotion may be imposed without the prior steps. The progressive discipline procedures shall be:

- a. Notice:

Oral notice is the initial stage of progressive discipline. At the first sign of misconduct or job performance deficiency, the supervisor shall put the employee on notice that their performance is unsatisfactory and shall advise the employee of the supervisor's level of expectation.

If the employee continues to violate rules/regulations, and does not perform satisfactorily after at least two (2) oral notices are given, the matter may warrant the next level of discipline.

- b. Written Notice:

If a unit member, after being given at least two (2) oral notices, continues to break rules, ignore orders, fail to perform assigned tasks, or otherwise fall short of the job standards, the supervisor shall document the problem in writing and provide a copy to the employee.

- c. Written Reprimand:

Should the employee's performance continue to be unsatisfactory after issuance of one or more written notices, the supervisor may issue a formal written reprimand. The employee then becomes a candidate for possible serious disciplinary action.

The supervisor shall confer with the employee and the Federation to discuss employee shortcomings and provide specific directions for improvement. This conference should be summarized in writing by the supervisor and filed in the employee's official personnel record with the written reprimand. The employee shall be provided copies of all disciplinary reprimands and conference summaries. The disciplinary reprimands and conference summaries shall be written in ordinary and concise language.

- d. Suspension

Upon notification to the employee, suspension may be recommended by the Superintendent to the Gold Trail Union School District Board of Trustees if two (2) related reprimands precede the offense. The length deemed appropriate to the offense shall not exceed five (5) calendar days for any one suspension.

e. Demotion

Demotion refers to a vertical downward movement of any employee from one class to another and involves a reduction in pay. Demotion signifies assignment to a lower classification.

Demotion for disciplinary reasons may be accomplished by the Board upon written recommendation of the superintendent for action or conduct that it deems detrimental to the welfare of the District.

2. Just Cause

No employee shall receive a written notice, written reprimand, suspension without pay, or demotion except for just cause.

3. Guidelines for Disciplinary Action

The following guidelines shall be used in the discipline of unit members under this Article.

- a. The Superintendent, or designee, shall inform the employee by written notice of the specific charges against the employee. The written notice of discipline shall be served at least 10 days prior to said initiation of a suspension or demotion.
- b. The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
- c. A fair and objective investigation should precede disciplinary action and the results of the investigation shall be available to the employee.
- d. Unsubstantiated information shall not be grounds for discipline.
- e. Rules, orders and penalties should be applied fairly and equitably.
- f. Unit members shall have the right to Federation representation throughout every step of the disciplinary procedure.
- g. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

- h. The employee has the right to respond in writing and to have the response attached to any derogatory information to be placed in his/her personnel file.
- i. The employee's supervisor may recommend at any time either that the employee be disciplined or that the employee be given additional time to improve his/her performance.
- j. The employee may request an informal conference, at any time, with the superintendent or designee to resolve the issues in question.
- k. The employee may utilize the grievance procedure to challenge any alleged violation of this section.

#### 4. Use of Monitoring Devices

- a. Monitoring devices installed on district property shall be used to curb vandalism and for the promotion of employee and student safety/security. Monitoring devices are not to be used for the purpose of unit member surveillance or for use in disciplining or evaluating work performance of unit members.
- b. The recording and equipment will be maintained according to District prescribed procedures and policies.
- c. The retention of recordings are to be in accordance with District policy and administrative rules.
- d. The superintendent or designee may authorize a unit member to access and utilize video surveillance equipment for the purpose of deterring misconduct of students and promotion of the Districts conduct rules.
- e. In the event that monitoring devices are being reviewed, unit members assigned to work in the areas being monitored shall be notified.

## ARTICLE XVIII

### HEALTH AND SAFETY

1. The District shall provide for healthy and safe working conditions and training in accordance with the requirements of Federal and State Statutes, including but not limited to Cal-OSHA laws and regulations.
2.
  - a. Unit members shall not be required to perform duties under conditions which pose an immediate threat to the safety of themselves or their students.
  - b. Unit members shall report existing or potentially unsafe conditions to their site administrators in writing as soon as practicable. If steps to correct the hazardous conditions have not been taken within 24 hours and the threat of potential danger continues, the District shall provide an alternate work station.
  - c. District officials shall respond in writing to the unit members and the Federation within forty-eight (48) hours to respond to inquiries regarding health and safety issues. Should it be necessary, remedial timelines will be provided.
3. Training
  - a. The District shall provide safety meetings and sufficient training for persons using equipment, hazardous and/or toxic substances in the line of duty. Custodial staff shall be trained in the proper usage of chemicals and machinery.
  - b. Appropriate safety equipment and apparel for each employee shall be provided by the District for unit members whose work requires such equipment.
  - c. The District shall maintain a Safety Committee. The Committee will consist of equitable representation from unit member groups. The duty of the Safety Committee will be to review all applicable safety regulations and to make recommendations for the maintenance of proper safety conditions as required by law.

4. Personal Safety

- a. Unit members shall be provided with, consistent with the safeguarding of private information, the names of pupils known to be afflicted or suffering from physical and/or emotional problems that may constitute a safety or health hazard, as soon as they're available. The District will provide additional background or training that will enable the unit member to address said problems.
  - b. Unit members, acting within the scope of their duties and responsibilities, may utilize the amount of physical control necessary to maintain order and protect themselves, and the health and safety of students.
  - c. As soon as practical, any assault upon a unit member, by either students or adults shall be immediately reported to their site administrator who shall promptly report the same to the appropriate law enforcement authorities. The District shall provide legal and other related assistance in accordance with applicable law for any assault upon a unit member, while fulfilling assigned duties.
  - d. The District shall reimburse unit members for actual out-of-pocket expenses for the cost of medical, surgical, or hospital services incurred as the result of any injury or assault, as well as for any associated loss, damage, or destruction of clothing or personal property sustained in the proper performance of job duties and course of employment
5. When an absence arises out of or from an injury that occurred within the scope of duty, the employee shall file a Workers' Compensation claim and if it is approved shall not forfeit any sick leave or personal leave. When an accident arises out of or from an injury that occurred within the scope of duty, the employee is required to immediately file an accident report with the school office.
6. CPR and First Aid training shall be mandatory for all bus drivers and provided by the District at no cost to any unit member.

Unit members who work with students who have potential assaultive/destructive behaviors or medical conditions that might prove injurious to themselves or to others shall be provided with a communication system while supervising such students.

7. Occupational Exposure to Blood-borne Pathogens

- a. The District agrees to establish training standards of protection from blood-borne pathogens for unit members who may reasonably anticipate coming into contact with human blood and other potentially infectious materials in the course of performing their assigned duties.
- b. The District agrees to establish a written exposure control plan for unit members regarding occupational exposure to blood and other potentially infectious materials. The control plan shall include the following provisions:
  - i. The District shall distribute health and safety rules to all unit members.
  - ii. The District shall establish a method for keeping records of exposure incidents, post-exposure follow-up, Hepatitis-B vaccinations and unit member training.
- c. The District shall inform unit members how to obtain Hepatitis B vaccinations. Unit members with occupational exposure to blood-borne pathogens will be provided with Hepatitis B vaccinations on a voluntary basis at the District's expense. Unit members who choose not to accept the vaccination must sign a declination form and unit members who decline the vaccinations may elect to be vaccinated at a later date.
- d. The District shall provide medical follow-up and appropriate counseling as may be required by law if an exposure incident occurs.
- e. The District agrees to provide in-service training on Human Immunodeficiency Virus infection (HIV), Acquired Immune Deficiency Syndrome (AIDS), and Hepatitis B to all unit members regarding occupational exposure to blood and other potentially infectious material. Training shall be provided as follows:
  - i. At the time of initial assignment to tasks where exposure may take place.
  - ii. At least annually thereafter.
- f. The District agrees to provide warning labels and containers for regulated waste as required by law.



8. Driver Safety

All drivers for the District, including bus drivers, shall undergo periodic safety, driving and licensing training as required by law.

The District shall pay the following related to bus driver certificate renewal:

- a. Medical certificate. If the employee has District health coverage, this should be obtained there. If the employee does not have District health coverage which will provide the medical certificate, the District shall choose the provider and pay for the cost of the needed examination.
- b. Time for any in-house training including but not limited to CPR and First Aid completion of which shall be sufficient to qualify the employee to maintain his/her license.
- c. Cost of license renewal application.
- d. TO-1 training shall be compensated as regular time worked. Should an employee, while completing TO-1 training, work longer than an eight (8) hour day or forty (40) hour week, the employee shall receive overtime as prescribed in Article VII, section 8 of this Agreement.

## ARTICLE XIX

### LAYOFF: PROCEDURES, EFFECTS AND REEMPLOYMENT FROM LAYOFF

#### 1. Definitions

Layoff is involuntary termination of unit member employment for lack of work or lack of funds.

#### 2. Order of Layoff

Any layoff shall be affected within a classification. The order of layoff within the class shall be based on hire date. A unit member, who has been employed the shortest time within the class, plus higher classes, shall be laid off first. Length of service means date of hire adjusted for leaves of absence without pay. (See Article VII, Section 2)

#### 3. Layoff in Lieu of Bumping

A unit member, who elects a layoff in lieu of bumping, maintains his/her reemployment rights under this agreement.

#### 4. Equal Seniority

If two or more unit members in a classification subject to layoff have equal seniority, the determination as to who shall be laid off will be made according to hire date (from the last date of hire with continuous service to the present date.) Any member may challenge his/her place on the seniority roster by making objections in writing to his/her supervisor.

#### 5. Reemployment Rights

Laid off unit members are eligible for reemployment for a period of 39 months and shall be reemployed in reverse order of layoff and in preference to new applicants. In addition, laid off classified unit members have the right to participate in promotional examinations within the District during the period of 39 months. (Education Code section 45298)

#### 6. Voluntary Demotion or Voluntary Reduction in Hours In Lieu of Layoff

Classified unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (Education Code section 45298)

**7. Offer of Reemployment**

- a. Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- b. Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.
- c. Upon return to work, benefits will not be less than all other unit members working the same hours in the same class.
- d. Notification of possible recall shall be made by certified mail to the last known address of all laid off unit members within the classification. The most senior laid off unit member confirming her or his availability to accept the position shall be offered the position. The unit members shall have ten (10) working days to respond to the notification. It shall be the unit member's responsibility to keep contact information current with the District. A laid off unit member's decision not to accept an offer of employment by the District, shall not affect his or her recall and reemployment rights.
- e. In the event that none of the laid off unit members from the classification for which there is a vacant position is available to accept the position, the District shall then notify other laid off unit members from other classifications, that an opening exists, for which they may apply. Acceptance of a position in a different classification from which the unit member was laid off, shall not cause the unit member to forfeit her or his recall rights to the former position.

**8. When Layoff of Classified Unit Members is Anticipated by the Administration**

- a. The District will inform the Chapter Executive Vice President as soon as possible, but not later than sixty (60) days prior to the commencement of any anticipated layoff.
- b. The Federation and the District will discuss all reasonable alternatives to layoff. The District will provide the Chapter Executive Vice-President with reasons regarding a proposed layoff.
- c. The District will meet with the Chapter Executive Vice President regarding the proposed layoff.

## **9. Effects of Layoff**

- a. Any work shall be given to laid off unit members in reverse seniority. A unit member will be used as a substitute within any classification for which a person has seniority.
- b. Fringe benefits (health/welfare) will be continued for a period of two months, at the normal District contribution level.
- c. Vacation time earned and unused at the time of layoff shall be computed and paid to the unit member.

## **10. Procedure**

- a. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 calendar days prior to the effective date of their layoff.
- b. When, as a result of a bona fide reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff not less than 60 calendar days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights.
- c. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit member, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by subdivisions (a) or (b) (Education Code section 45117)

## **11. Retirement In Lieu of Layoff**

Any unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Unit members' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Unit members' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Unit members' Retirement System has properly processed his/her request for reinstatement from retirement. (Education Code section 45115.)

## ARTICLE XX

### JOB CLASSIFICATIONS

#### 1. Job Descriptions

A written job description shall be provided to each employee at the employee's date of hire and at the beginning of each subsequent year. Job descriptions shall reflect updated responsibilities and actual duties assigned.

#### 2. Working Out of Classification

Whenever a unit member is assigned on an acting basis, through action of the District, to the duties of a higher paying position (working out of classification) the employee shall be paid for the duration of the acting assignment.

- a. A regular employee who is assigned to work out of classification, to perform duties of a higher classification, shall be compensated at the first step of the salary range for the higher classification or the equivalent to a one-step increment, whichever is higher but not greater than the maximum for the classification.
- b. Unit members assigned to perform duties of a lower classification shall be compensated at their regular pay.

## ARTICLE XXI

### EFFECT OF AGREEMENT

#### 1. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations that culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place at any time within the scope of bargaining during the term of this Agreement except as specifically authorized herein. This shall not preclude the Federation from exercising its right to consult pursuant to Government Code 3543.2 on items not included in this Agreement.

#### 2. Savings Clause

Should any section, paragraph or provision of this Agreement be declared or adjudicated unlawful, void, inoperative or unenforceable by a court of competent jurisdiction, all remaining sections, paragraphs and provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract. If both parties mutually agree, the parties shall meet not later than ten (10) days after such discussion to renegotiate the section, paragraph or provision affected.

## ARTICLE XXII

### TERM OF AGREEMENT

1. This Agreement shall constitute the entire agreement for the 2015-2018 contract years and thereafter until a successor agreement is negotiated.
2. For the 2018-19 school year, the parties shall reopen on salary and benefits and any article.
3. The parties agree to commence negotiations no later than April of 2018.

Agreed to and ratified by both parties as of this 10<sup>th</sup> day of May, 2018, in Placerville, California.

For the Federation:

For the District:

ON FILE

ON FILE

Signed:  
DEBBI MATYAC, President  
Gold Trail Council of Classified Unit  
AFT Local 491 1, CFT/CCE, AFL-CIO

Signed:  
SCOTT LYONS, Superintendent  
Gold Trail Union School District

## APPENDIX A

### BARGAINING UNIT CLASSIFICATIONS

Behavioral Intervention Instructional Assistant  
Bus Driver  
Cafeteria Aide  
Classroom Aide  
Courier  
Custodian  
Food Service Coordinator  
Fueler/Washer  
Lead Bus Driver  
Library Technician Assistant  
LVN (Licensed Vocational Nurse)  
Library Technician  
Maintenance/Bus Driver  
Maintenance/Custodian  
Medically Fragile Aides  
Nurse  
Office Clerk (School)  
Site Maintenance Coordinator (1)  
Teacher Associate  
Van Driver



**APPENDIX B**  
**CLASSIFIED SALARY SCHEDULE 2017-18**

		1	2	3	4	5	6	7 to 9	10 to 14	15 - 19	20 - 24	25 +
15	Hourly	\$32.48	\$33.49	\$34.48	\$35.51	\$36.57	\$37.65	\$38.77	\$39.54	\$40.30	\$41.09	\$41.85
Licensed Vocational Nurse (LVN)**												
17	Hourly	\$22.15	\$22.81	\$23.47	\$24.18	\$24.90	\$25.64	\$26.39	\$26.91	\$27.44	\$27.98	\$28.55
Site Maintenance Coordinator												
01	Hourly	\$18.58	\$19.50	\$20.46	\$21.48	\$22.54	\$23.64	\$24.80	\$25.30	\$25.79	\$26.28	\$26.77
Lead Bus Driver												
14	Hourly	\$18.21	\$18.37	\$19.16	\$19.99	\$20.84	\$21.74	\$22.67	\$23.12	\$23.58	\$24.02	\$24.46
Bus Drvr/Maint (12 OR 10.5)												
13	Hourly	\$18.15	\$18.99	\$19.89	\$20.82	\$21.80	\$22.83	\$23.89	\$24.36	\$24.84	\$25.30	\$25.78
Maintenance / Custodian												
02	Hourly	\$17.72	\$18.51	\$19.31	\$20.17	\$21.07	\$22.02	\$22.98	\$23.43	\$23.89	\$24.34	\$24.79
Bus Driver												
03	Hourly	\$17.61	\$17.79	\$18.57	\$19.39	\$20.25	\$21.16	\$22.09	\$22.53	\$22.95	\$23.39	\$23.83
Behavioral Intervention Inst Asst (HQ)												
16	Hourly	\$17.61	\$17.79	\$18.57	\$19.39	\$20.25	\$20.35	\$21.36	\$21.79	\$22.21	\$22.63	\$23.06
Van Driver												
08	Hourly	\$17.61	\$17.79	\$18.31	\$18.86	\$19.44	\$20.04	\$20.67	\$21.08	\$21.49	\$21.89	\$22.30
Food Services Coordinator												
04	Hourly	\$16.46	\$17.26	\$18.12	\$19.02	\$19.95	\$20.93	\$21.95	\$22.38	\$22.81	\$23.26	\$23.69
Custodian / Fueler / Washer												
05	Hourly	\$16.42	\$17.13	\$17.90	\$18.68	\$19.51	\$20.37	\$21.28	\$21.71	\$22.12	\$22.55	\$22.95
Library Technician (HQ)												
06	Hourly	\$16.02	\$16.79	\$17.61	\$18.51	\$19.40	\$20.35	\$21.36	\$21.79	\$22.21	\$22.63	\$23.06
Courier												
07 Library Tech Assistant (HQ)	Hourly	\$14.84	\$15.48	\$16.16	\$16.86	\$17.62	\$18.41	\$19.21	\$19.60	\$19.98	\$20.35	\$20.73
Office Clerk/Casmis Manager												
09	Hourly	\$14.42	\$15.19	\$15.94	\$16.73	\$17.54	\$18.41	\$19.31	\$19.69	\$20.07	\$20.46	\$20.83
Teacher Associate (HQ)												
10	Hourly	\$14.01	\$14.62	\$15.26	\$15.94	\$16.57	\$17.37	\$18.14	\$18.51	\$18.86	\$19.21	\$19.58
Bilingual TA												
17	Hourly	\$14.51	\$15.14	\$15.81	\$16.51	\$17.16	\$17.99	\$18.79	\$19.17	\$19.54	\$19.90	\$20.28
DHOH/Sign Language												
18	Hourly	\$16.01	\$16.71	\$17.44	\$18.22	\$18.94	\$19.86	\$20.74	\$21.17	\$21.57	\$21.97	\$22.39
Medically Fragile Aide												
13	Hourly	\$14.88	\$15.53	\$16.22	\$16.94	\$17.69	\$18.46	\$19.28	\$19.66	\$20.03	\$20.42	\$20.79
Classroom Aide / Cafeteria Aide /												
14 Playground Monitor	Hourly	\$13.56	\$14.14	\$14.77	\$15.42	\$16.11	\$16.81	\$17.56	\$17.90	\$18.25	\$18.59	\$18.94

\*Nurse: Registered Nurse license required; Bachelor degree or Pupil Personnel Services credential not required.

\*\*LVN: LVN license required; Bachelor degree or Pupil Personnel Services credential not required.

## APPENDIX C

### HEALTH INSURANCE BENEFITS

Group medical, dental, and vision insurance coverage is available to all full-time unit members of the bargaining unit.

All unit members who work at least half time are eligible for medical benefits. Vision and dental premiums are covered at District expense for the amount listed below, and medical insurance premiums are covered at the amounts listed below on a pro-rata basis.

Unit member share of benefit premiums will be deducted from his/her pay warrants.

The following information is current, effective July 1, 2012.

Part time unit members working at least 4 hours shall receive a pro-rated amount of health and welfare benefits and/or cash differential of the District cap based upon an 8-hour per day full time position. Unit members are responsible for the amount of premium that is over the District cap of \$468.91.

Current health and welfare plan and rate information is available at the District Office.

Vision and Dental insurance premiums are provided by the District.

## APPENDIX D

### GRIEVANCE FORM STEP TWO - FORMAL WRITTEN *In Accordance with Article XIV*

*In the event the matter is not resolved informally, a written grievance shall be filed within ten (10) work days of the site administrator's response at the informal level. The grievant shall inform the site administrator of the specific section (s) of the Agreement which gave rise to the grievance, and the circumstances involved; and the specific remedy sought. Within ten (10) work days, the site administrator shall communicate in writing to the grievant his/her decision together with supporting reasons.*

All portions of this section must be completed by the grievant.

Employee Name	Work Location	Date of Informal (Step 1) Meeting
Statement of Grievance		
Specific Section of Contract Alleged to have been Violated		
Specific Remedy Sought		
Date	Signature	

*Upon completion of this section, grievant shall retain one copy and give one copy to immediate supervisor.*

-----

Immediate Supervisor's Response	
Date	Signature

*Upon completion of this section, immediate supervisor shall retain one copy and send copies to grievant, Superintendent, and the Federation.*

## APPENDIX D

### GRIEVANCE FORM STEP THREE - FORMAL WRITTEN *In Accordance with Article XIV*

#### *Appeal to the Superintendent*

*If the grievance is not resolved to the satisfaction of the grievant, the grievant may appeal the decision in writing to the Superintendent within ten (10) work days after receiving the Step Two decision.*

*Within ten (10) work days from the date of receiving the grievance, the Superintendent shall communicate his/her decision to the grievant in writing. At the request of either party, a meeting shall be held including all parties before the issuance of a decision.*

All portions of this section must be completed by the grievant. Response at Step Two must be attached.

Employee Name	
Reason for Appeal	
Remedy Sought	
Date	Signature

*Upon completion of this section, grievant shall retain one copy and give one copy to Superintendent.*

.....

Superintendent's Response	
Date	Signature

*Upon completion of this section, Superintendent shall retain original and forward copies to grievant, immediate supervisor, and the Federation.*

## APPENDIX E

### EVALUATION MODEL

*In Accordance with Article IX*

Employee Information
----------------------

Name	Position	Date
Review Period		
<b>Probationary</b> <input type="checkbox"/> 3 Month <input type="checkbox"/> 8 Month <input type="checkbox"/> ** <b>Permanent</b> <input type="checkbox"/> Annual <input type="checkbox"/> Other		
<i>Supervisor will first meet with employee within the first thirty (30) instructional days of the new school year to discuss evaluation and goals. Evaluations shall be completed and summarized in writing so that the employee receives his/her evaluation no later than thirty (30) calendar days prior to the last day of school.</i>		

Review Rating Guidelines
--------------------------

**Meets or Exceeds Standard; Needs Improvement\*: Unacceptable\***  
*\*Requires written comments, including methods to meet expectations.*

Evaluation				
Performance Indicators	Meets or Exceeds Standards	Needs Improvement*	Unacceptable*	Comments: Attach separate sheet if necessary.
<b>Attendance:</b> Attends work regularly and is on time. When late or absent, notifies supervisor(s) in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Job Knowledge:</b> Understands the duties, responsibilities and expectations of the position. Has knowledge of subject area and related policies, procedures and technical expertise; uses information, materials, and techniques accurately and appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Organization:</b> Sets priorities, utilizes time efficiently, follows through with assigned tasks; meets deadlines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Interpersonal Relations:</b> Maintains smooth working relations with others; is helpful and supportive of others as necessary; is understanding of the feelings and needs of co-workers and others; contributes to maintaining a high level of morale and motivation; is appreciative of the diversity of co-workers, parents, students and visitors; supports the District's commitment to teamwork.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Technology:</b> Effectively utilizes the tools/equipment required of the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Professional Growth:</b> Accepts new ideas and/or procedures; continues to upgrade skill by taking advantage of additional training/education. Keeps current with appropriate legislation, policies, procedures and/or techniques.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Quality of Work:</b> Work product is accurate, reliable, thorough, and has a good presentation. Effectively handles a variety of situations, projects and assignments; exercises good judgment and discretion relative to sensitive or confidential issues. Effectively performs the work of the position and assigned area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Appearance:</b> Is always neat and groomed, using good taste as suitable for job assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Initiative:</b> Demonstrates by seeking more efficient methods for performing assigned tasks; evaluates alternative courses of action and makes a logical decision; keeps supervisor informed of important work or emergencies; seeks new challenges, self-development and learning opportunities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Communication:</b> Writes, and speaks with the skill required of the position; listens to individuals and can elicit valuable information from others. Appropriately seeks assistance when needed and is able to accept assistance; is knowledgeable of laws and regulations related to job assignment and is able to apply and translate them appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Safety:</b> Performs job assignments safely, protecting people and property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Overall Work Performance				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Goals
-------

Probationary Employees**
--------------------------

I recommend that this employee be advanced to permanent status.

☐Yes

☐No

Signature of Supervisor\_\_\_\_\_

Date\_\_\_\_\_

Signature of Employee\_\_\_\_\_

Date\_\_\_\_\_

*Certification of Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may submit a written statement to my supervisor within five (5) days from receipt of the review. I further understand that my statement will be attached to this evaluation and submitted to my personnel file.*

**AGENDA ITEM 18.0**

**ACTION ITEM: 2017-18 Unrepresented Confidential Employees Settlement**

**BACKGROUND**

Before the Board approves any salary schedule, the Superintendent and chief business official shall certify in writing that any costs incurred by the district under the schedule can be met by the district during the term of the schedule. (*Government Code 3547.5, BP4143.1*) The District will ratify the salary schedule with unrepresented confidential employees.

**ATTACHMENTS**

- **AB 1200 Disclosure**
- **2017-18 Unrepresented Confidential Employees Salary Schedule**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Taking into consideration public comment, the Board will take action to ratify the salary schedule.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

**Gold Trail Union School District**  
**CONFIDENTIAL SCHEDULE**  
**Fiscal Year 2017-18**

*Employee Ratified: 4/20/2018*  
*Board Ratified:*

Position		1	2	3	4	5	6	7 to 9	10 to 14	15 - 19	20 - 24	25 +
Administrative Assistant* 07	Monthly											
	Hourly	23.86	25.52	26.77	28.06	29.45	30.90	31.66	32.29	32.91	33.53	34.14
Fiscal-Business Technician 09	Monthly											
	Hourly	23.15	24.28	25.47	26.71	28.02	29.39	30.86	31.45	32.06	32.66	33.27
Accountant 03	Monthly											
	Hourly	19.02	19.98	20.97	22.02	23.12	24.26	26.44	26.97	27.50	28.02	28.55
Office Manager (Middle School) 08	Monthly											
	Hourly	17.62	18.48	19.37	20.30	21.27	22.33	24.35	24.84	25.33	25.82	26.31
Office Manager (Elementary School) 04	Monthly											
	Hourly	16.99	17.83	18.74	19.67	20.66	21.69	23.73	24.21	24.68	25.15	25.63
Accounting Assistant 05	Monthly											
	Hourly	16.15	16.97	17.80	18.69	19.64	20.60	22.61	23.07	23.51	23.96	24.42
Receptionist/Clerk 06	Monthly											
	Hourly	14.12	14.85	15.56	16.34	17.16	18.03	19.86	20.26	20.67	21.06	21.46

Additional CSIS Stipend of \$1000 per year shall be prorated on full-time equivalent and paid annually as part of the salary.

**\*CCR Section 571, Subdivision (b) - Special Compensation**

Conditions of Payment of the Item of Special Compensation: Mandatory Overtime calculated annually on NOE

Job Description mandates required overtime (February 27, 1989)

Special Compensation authorized January 1, 2005.







**AGENDA ITEM 19.0**

**ACTION ITEM: 2017-18 Unrepresented Administrative and Classified Management Employees Settlement**

**BACKGROUND**

Before the Board approves any salary schedule, the Superintendent and chief business official shall certify in writing that any costs incurred by the district under the schedule can be met by the district during the term of the schedule. (*Government Code 3547.5, BP4143.1*) The District will ratify the salary adjustment settlement with unrepresented administrative and classified management employees.

**ATTACHMENTS**

- **AB 1200 Disclosure**
- **2017-18 Unrepresented Administrative and Classified Management Employees Salary Schedule**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Taking into consideration public comment, the Board will take action to ratify the salary schedule.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

Gold Trail Union School District  
**ADMINISTRATIVE SALARY SCHEDULE**  
Fiscal Year 2017-18

*Employee Ratified: 5/1/2018*  
*Board Ratified:*

Position	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII	Step VIII	Step IX	Step X
Vice Principal (215 Days)	89,583	91,822	94,117	96,471	98,881	101,354	103,887	106,486	109,148	111,875
Principal (215 Days)	94,097	96,447	98,860	101,330	103,864	106,460	109,122	111,850	114,646	117,513
Chief Financial Officer (260 Days)	89,637	91,877	94,175	96,529	98,941	101,416	103,950	106,549	109,213	111,944

Gold Trail Union School District  
**CLASSIFIED MANAGEMENT SCHEDULE**  
Fiscal Year 2017-18

*Employee Ratified: 5/1/2018*  
*Board Ratified:*

		Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII-IX	Step X-XIV	Step XV-IXX	Step XX-XXIV	Step XXV+
Food Service Supervisor												
01 (230 Days @ 8 hours a day)	Hourly	21.25	22.31	23.65	24.49	25.83	26.86	27.94	29.06	30.22	31.73	33.31
Maintenance/Custodian Supervisor												
02 (260 Days @ 8 hours a day)	Hourly	19.10	20.25	21.47	22.76	24.13	25.56	27.10	27.64	28.19	28.73	29.27
Transportation Supervisor												
03 (216 Days @ 8 hours a day)	Hourly	23.35	24.49	25.74	27.01	28.36	29.80	30.53	31.45	32.40	33.36	34.37



**AGENDA ITEM 20.0**

**ACTION ITEM: Resolution 2017-18:05-01: 2017-18 Year End Balance Authorization**

**BACKGROUND**

At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year. (*Education Code 42601*)

This annual Resolution is brought forward for Board adoption.

**ATTACHMENTS**

➤ **Resolution 2017-18:05-01: 2017-18 Year End Balance Authorization**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to adopt the resolution.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

**Gold Trail Union School District  
Resolution 2017-18:05-01**

**2017-18 YEAR-END BALANCE AUTHORIZATION**

**WHEREAS**, at the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year; and

**WHEREAS**, for each elementary, high school, and unified school district that, during the preceding school year, had an average daily attendance less than the level, as appropriate, specified in subdivision (a) of Section 41301, the county superintendent of schools, with the consent of the governing board of the school district, may identify and make the transfers, and shall so notify the districts.

**NOW, THEREFORE, BE IT RESOLVED** that it is recommended that the Governing Board authorize the District Fiscal Officer, pursuant to Education Code 42601, to make transfers between the designated fund balances as determined.

**ADOPTED** by the Governing Board of Gold Trail Union School District on May 10, 2018 by the following vote:

Ayes [    ]

Noes [    ]

Absent [    ]

Abstain [    ]

---

Micah Howser, Clerk

**AGENDA ITEM 21.0**

**ACTION ITEM: Resolution 2017-18:05-02: Temporary Transfer Agreement**

**BACKGROUND**

The county superintendent of schools of each county, with the approval of the county board of education, may make temporary transfers to a school district or charter school that does not have sufficient money to its credit to meet current operating expenses from the county school service fund, in amounts and at times that the county superintendent of schools deems necessary. These transfers shall not exceed 85 percent of the amount of money accruing to the school district or charter school at the time of transfer. The amounts so transferred shall be repaid to the county school service fund before June 30 of the current year from any funds subsequently received by the school district or charter school. (*Education Code 42621*)

This annual Resolution is brought forward for Board adoption.

**ATTACHMENTS**

➤ **2017-18:05-02: Temporary Transfer Agreement**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to adopt the resolution.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	



**Gold Trail Union School District  
Resolution 2017-18:05-02**

**TEMPORARY TRANSFER AGREEMENT**

This Temporary Transfer Agreement (the "Agreement") is made and effective this 10th day of May, 2018, by and between the El Dorado County Superintendent of Schools and The El Dorado County Board of Education, (the "County") and Gold Trail Union School District (the "District").

**WHEREAS**, school districts and community colleges in our county are experiencing cash flow challenges as a result of apportionment deferrals and revised apportionment schedules included in Education Code (EC) Section 14041.5 and EC Sections 14041.6.

**WHEREAS**, Education Code section 42621 and 85221 provides that the County Superintendent of Schools of each county with the approval of the County Board of Education, may make temporary transfers to any school district/community college which does not have sufficient money to its credit to meet current operating expenses from the county school service fund, in such amounts and at such times as he/she deems necessary. Such transfers shall not exceed 85 percent of the amount of money accruing to the school district at the time of transfer. The amounts so transferred shall be repaid to the county school service fund prior to June 30 of the current year from any funds subsequently received by the school district or community college.

**WHEREAS**, Education Code section 42622 and 85222 allows the county superintendent of schools, with the approval of the county board of education, to make an apportionment to a school district from the county school service fund conditional upon the repayment to the fund during the next succeeding fiscal year of the amount apportioned to the district and shall, during the next succeeding fiscal year, transfer the amount of such apportionment from the general fund of the district to the county school service fund.

**WHEREAS**, taxes and the local control funding accrued to this district during the 2017-18 fiscal year was \$5,554,893; and

**WHEREAS**, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this district;

IT IS THEREFORE RESOLVED AND ORDERED pursuant to the provisions of Education Code section 42621, 42622, 85221 and 85222 as follows:

- 1) Find and determine that the Transfers are in the public interest and serve a valid public purpose.
- 2) The Treasurer of the County of El Dorado shall provide for temporary transfers from the County Office funds to the El Dorado County School Districts and the Lake Tahoe Community College.
- 3) Such transfer shall be accomplished by allowing district/college overall fund cash balance to go negative up to the 85% limit, as long as the County Office of Education has sufficient funds to cover this negative balance. Districts shall be charged interest based on negative cash balances. Interest charged shall be the pooled rate of interest earned on funds in the county treasurer.
- 4) \$4,721,659 is the maximum line of credit for the period from July 1 until June 30 not to exceed a total of 85% of taxes and state aid local control funds accruing to the district/community college. This amount

represents the total available temporary transfer approved by the governing board for the 2018-19 fiscal year.

- 5) Apportionments across fiscal years, as provided in Education Code Section 42622 and 85222 shall be made by transfer to cover negative balances in the General Fund. Districts shall be charged interest based on negative cash balances. Interest charged shall be the pooled rate of interest earned on funds in the El Dorado County Treasurer. Repayment for apportionments across fiscal years shall be made during the next succeeding fiscal year from the general fund of the district to the county school service fund.
- 6) A district needing to access County borrowing within these provisions, must first exhaust all inter-fund borrowing within the district, in accordance with the provisions of EC 42603.
- 7) This resolution shall take effect immediately.

The Clerk/Secretary of this Board is directed to file a copy of this resolution with the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.

PASSED AND ADOPTED by the Governing Board of the Gold Trail Union School District  
District, County of El Dorado, State of California, this 10<sup>th</sup> day of May, 2018.  
By the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)  
COUNTY OF EL DORADO)

I, Micah Howser, Clerk/Secretary of the Governing Board of the Gold Trail Union School District, County of El Dorado, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

---

Date

---

Clerk/Secretary of the Governing Board

**AGENDA ITEM 22.0**

**ACTION ITEM: Declaration of Need for Fully Qualified Educators (CCTC CL-500)**

**BACKGROUND**

The Declaration of Need is the annual form submitted to the Commission on Teacher Credentialing by county offices of education, public school districts, state-wide agencies or non-public schools or agencies that contains the employing agency's estimated number of Emergency Permits, Internships, and Limited Assignment Permits that will be requested during the school year. It must be presented in its entirety to the governing board at a regularly scheduled public meeting of that Board. The governing board must vote to approve the Declaration, and it may not be presented as part of a consent calendar. The Board and the public must have the opportunity to see the number of emergency permits that the district reasonably expects to request in each category and to understand the reasons for such requests. The Board will approve the Declaration as it may pertain to staffing needs in 2018-19 school year.

**ATTACHMENTS**

- **Declaration of Need for 2018-19 School Year**

**BUDGETED**

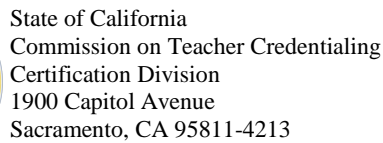
☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to adopt the declaration.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Page 1 of 3

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

\_\_\_\_\_

Bilingual Authorization (applicant already holds teaching credential)

\_\_\_\_\_

List target language(s) for bilingual authorization:

\_\_\_\_\_

Resource Specialist

\_\_\_\_\_

Teacher Librarian Services

\_\_\_\_\_

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

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If no, explain why you do not participate in an internship program.

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**AGENDA ITEM 23.0**

**ACTION ITEM: Annual Statement of Need 2018-19 (CCTC CL-505a)**  
**30-Day Substitute Teaching and Designated Subjects Vocational Education**  
**30-Day Substitute Teaching permits**

**BACKGROUND**

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits for substitute teaching assignments. The Board will accept the Statement. (*Education Code 44225, 44254, Title V*)

**ATTACHMENTS**

➤ **Statement of Need 2018-19**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to accept the statement.

**NOTES**

<i><b>ACTION</b></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><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## **ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS**

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### **INSTRUCTIONS TO THE EMPLOYER**

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

*References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026*



**This form must be signed by either:**

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

**OR**

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

**Certification and Authorized Signature**

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

**OR**

The situation or circumstances that necessitate the use of an emergency permit holder are as follows:  
(Attach additional sheets, if necessary.)

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I hereby certify that all of the information contained in this statement of need is true and correct.

<hr/>	<hr/>	<hr/>
<i>Signature of the District Superintendent</i>	<i>District</i>	<i>Date</i>
<hr/>	<hr/>	<hr/>
<i>Signature of the County Superintendent of Schools</i>	<i>County</i>	<i>Date</i>

*It is not necessary to submit this form to the Commission on Teacher Credentialing.*

**AGENDA ITEM 24.0**

**DISCUSSION ITEM: Board Self Evaluation (Annual)**

**BACKGROUND**

The Board of Trustees shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals. (BB 9400)

The evaluation may address any areas of Board responsibility, including but not limited to Board performance in relation to vision setting, curriculum, personnel, finance, policy, collective bargaining and community relations. The evaluation also may address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other boardsmanship skills.

Any discussion of the Board's self-evaluation shall be conducted in open session. At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent or others to provide input into the evaluation process. Following the evaluation, the Board shall develop strategies for strengthening Board performance and shall establish priorities and objectives for the following year's evaluation.

**ATTACHMENTS**

➤ **Evaluation Model**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will conduct its annual self-review for effectiveness.

**NOTES**

**Governing Board of the Gold Trail Union School District**  
**Board Self-Evaluation**  
**April/May 2018**

Board members are encouraged to be as specific as possible when identifying concerns. Please circle your answers below.

**Personal Responsibility Checklist**

- |  |                |       |                            |          |                   |
|--|----------------|-------|----------------------------|----------|-------------------|
| 1. Board members arrive on time, thus not delaying the start of the meeting.   | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 2. Board members arrive prepared with the tools needed for conducting the business of the Board (calendars, pens, pencils, paper.)   | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 3. Each member makes a sincere effort to be informed on all agenda items prior to the meeting, contacting the Superintendent with questions prior to the meeting.  | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 4. Board members avoid “bird walking” and/or skirting issues as a means of making a public statement or calling attention to how much they know.   | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 5. Care is used in criticizing a staff recommendation in terms of implying criticism of the Superintendent or staff member.  | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 6. The Board members demonstrate professional courtesy.  | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 7. Board members demonstrate an ability to think independently, to grow in knowledge, to rely on fact rather than prejudice, and a willingness to hear and consider all sides of a controversial question. | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 8. Board members are willing to work through defined channels of authority and responsibility.   | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 9. All data is requested and considered before the Board makes a decision.   | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 10. Board members stay on task, expediting the Board meeting.  | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 11. The Board understands the scope of what it needs to know v. what it wants to know.   | Strongly Agree | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |

Notes:

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## Meeting Management Checklist

- |                                                                                                                                          |       |                            |          |                   |
|------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------------|----------|-------------------|
| 1. Routine agenda items are acted on through a consent procedure.                                                                        |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 2. The Board adheres strictly to the provisions set forth in the law for closed sessions.                                                |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 3. The Board president controls the audience participation so that such participation does not interfere with Board deliberations.       |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 4. In discussing agenda items, the Board thinks through the problems, their causes, and requests staff input before reaching decisions.  |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 5. The Board withholds action until after Superintendent recommendation is requested and presented.                                      |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 6. When conflicts over decisions come up, the Board does not avoid them, but addresses the conflicts and resolve them.                   |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 7. Fellow Board members feel committed to carrying out the decisions made by the Board, no matter what their personal feelings might be. |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 8. Board members try to be positive and constructive when commenting on the work of the Superintendent or staff.                         |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |
| 9. The room is suitable for the type meeting being held.                                                                                 |       |                            |          |                   |
| Strongly Agree                                                                                                                           | Agree | Neither Agree Nor Disagree | Disagree | Strongly Disagree |

Notes:

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Meeting Logistics Checklist

1. There is adequate room at the Board table for the Board and Superintendent.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
2. Members have adequate room in which to place and use materials.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
3. Members of the Board are visible to the public when seated.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
4. There are not distractions in the room that detract from the meeting.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
5. There are alternatives to the arrangement of the meeting room.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
6. The names and titles of the Board and administration are visible to the public.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
7. There is ample comfortable seating for the public.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree

Notes:



Agenda Development Checklist

1. The agenda is easy to read and follow.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
2. Reports and public comments are permitted early in the meeting.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
3. The Board follows the agenda closely.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
4. The Board adheres to the laws of parliamentary procedure and Brown Act.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
5. When a vote is taken, it is clear how each member voted.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
6. There is not more than one motion on the floor at a time.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
7. The Board spent quality time on each item on the agenda.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree
8. The Board feels it is well informed prior to taking action.				
Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree

Notes:



## **Individual Checklist**

### **Mental Notes:**

1. My manner of dress and general appearance is appropriate for meetings.
2. I appear prepared and ready for business.
3. My body language reflects my attitudes toward people or issues.
4. My posture is straight and I am attentive.
5. I actively listen and participate throughout the entire meetings.
6. My attitude and facial expressions reflect the image I want to portray at the meetings.
7. My voice is always clear and strong.
8. Emotions such as frustration, anger or disappointment do not enter my voice during deliberations.
9. I allow myself to view the item discussed from all angles, allowing for a balanced perspective.
10. How would you rate your attention span?
11. How would you rate your ability to disagree with others?
12. How would you rate your ability to debate issues?
13. How would you rate your overall performance at meetings?
14. How would you have liked to improve your performance at meetings?

**AGENDA ITEM 25.0**

**DISCUSSION ITEM: Administrative Reports**

**BACKGROUND**

S. Lyons, superintendent, will report on activities relevant to District and Sutter's Mill School business.

B. Holler, principal, will report on activities relevant to Gold Trail School business.

Aidan Harte, CBO, will be available to answer question relevant to financial business.

Board members will report on activities relevant to District business.

**ATTACHMENTS**

➤ **District Enrollment Report**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

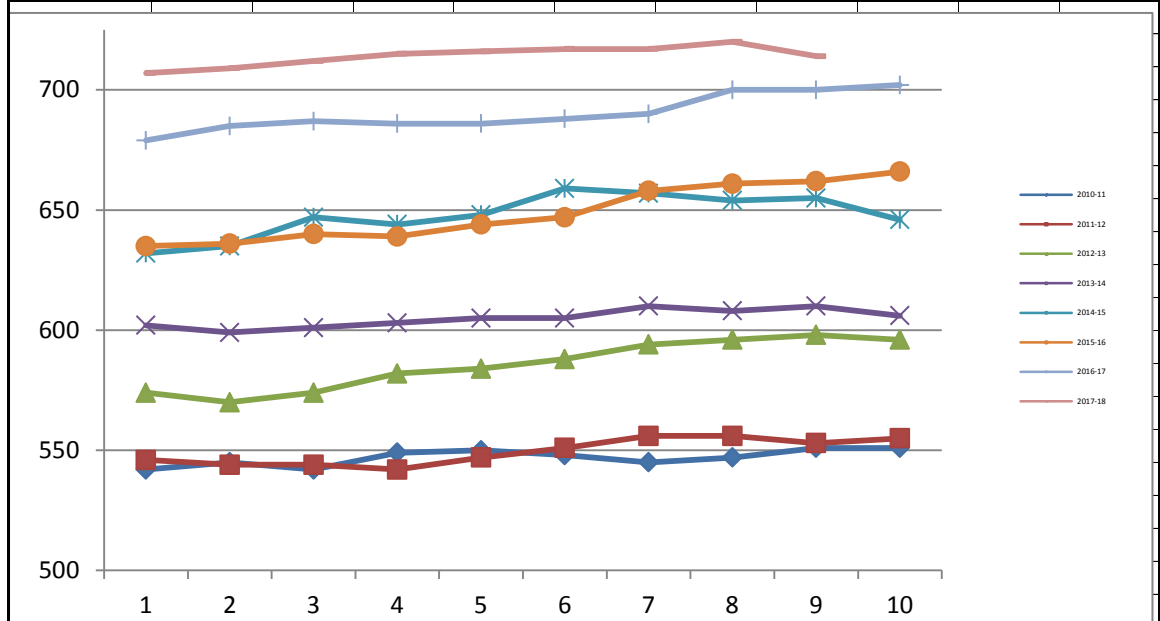
**NOTES**



## Enrollment Report

### Historical, Current Projection

	1	2	3	4	5	6	7	8	9	10
1995-96	666	663	666	666	668	663	657	658	657	656
1996-97	694	695	694	696	695	691	695	694	700	698
1997-98	702	698	700	703	710	712	709	707	703	705
1998-99	662	655	663	661	656	650	660	658	668	667
1999-00	650	655	663	652	651	653	669	670	664	667
2000-01	652	659	656	654	656	663	665	664	664	662
2001-02	644	648	645	654	649	651	653	649	652	649
2002-03	635	645	648	662	659	651	653	658	659	665
2003-04	604	608	608	608	603	602	602	606	607	606
2004-05	550	555	556	552	555	553	553	557	557	557
2005-06	538	545	543	549	557	551	554	554	556	556
2006-07	552	549	541	546	546	546	546	542	542	540
2007-08	538	543	552	557	558	563	561	561	566	558
2008-09	544	547	543	540	537	539	551	550	550	553
2009-10	545	543	539	538	540	546	549	548	551	551
2010-11	542	545	542	549	550	548	545	547	551	551
2011-12	546	544	544	542	547	551	556	556	553	555
2012-13	574	570	574	582	584	588	594	596	598	596
2013-14	602	599	601	603	605	605	610	608	610	606
2014-15	632	635	647	644	648	659	657	654	655	646
2015-16	635	636	640	639	644	647	658	661	662	666
2016-17	679	685	687	686	686	688	690	700	700	702
2017-18	707	709	712	715	716	717	717	720	714	



						<b>2017-18 Enrollment this month</b>			
						TK	38		4      75
						K	65		5      83
						1	65		6      86
						2	63		7      84
						3	74		8      81
						Total	305		Total      409
						District Total Enrollment			714

**AGENDA ITEM:**  
**Closed Session**

**26. CLOSED SESSION OPEN HEARING**

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

**27. CLOSED SESSION**

The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, superintendent.

**.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.

**.2 PERSONNEL  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

**Title: Superintendent**

The Board will begin the annual Superintendent evaluation (*BP 2140*)

**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 limits legislative bodies to the types of closed sessions identified under Government Code 54962. The Brown Act and Education Code authorize closed sessions for the following:*

- 1. Real Property Transactions*
- 2. Pending litigation*
- 3. Joint Powers Agency ("JPA") issues*
- 4. Public security*
- 5. Personnel exception*
- 6. Collective Bargaining*
- 7. Student Discipline*
- 8. Assessment Instruments*

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**AGENDA ITEM 28.0**

**Reconvene Public Session and Closed Session Disclosure**

***If Vote Taken in Closed Session***

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

**AGENDA ITEM 29.0**

**Future Meetings**

**Date: Thursday, June 14, 2018      Time: 6:00 p.m.      Location: Gold Trail School Library**

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

Board Policies, Administrative Regulations and Board Bylaws Updates  
 Consolidated Application and Reporting System (CARS) Spring Collection (Annual)  
 Independent Study Report (Annual)  
 MOU EDCOE: Library Services  
 Program Evaluation (Annual)  
 Public Hearing for Proposed Local Control Accountability Plan (LCAP)  
 Public Hearing for Proposed Budget  
 Superintendent Contract (Annual)  
 Tentative Fees Increase, If Applicable  
 Textbook Adoptions, If applicable  
 Transportation Subcontracts: Maintenance and Training (Annual)

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

***AGENDA ITEM:***

***Adjournment***

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