

Gold Trail Union School District



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BOARD OF TRUSTEES **Regular and Closed Session Meeting** **Thursday, August 3, 2017** **Gold Trail School** **Agenda**

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

6:00 P.M.

OPENING BUSINESS

1. CALL TO ORDER

-  S. Hennike, President
-  J. Barbieri, Clerk
-  J. Bauer, Member
-  M. Howser, 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*)

REPORTS

5. REPORT: 2016-17 Food Services

L. Spies, Food Services Coordinator, will present 2016-17 District Food Services information to the Board. (*Board Policy 3550*)

6. REPORT: 2017-18 Certificated Staffing

S. Lyons, Superintendent, will present school site staffing to open the school year. (*Board Policy 4113*)

7. REPORT: Spring 2017 California Assessment of Student Performance and Progress (CAASPP) Test Results

S. Lyons, Superintendent and B. Holler, Gold Trail School Principal, will report on the data obtained from the spring 2017 Smarter Balance Summative Assessment. (*Board Policy 6162.51*)

8. REPORT: California Healthy Kids Survey

S. Lyons, Superintendent and B. Holler, Gold Trail School Principal, will report on the results of the latest California Healthy Kids Survey. (*Board Policy 5131.62*)

9. REPORT: Budget Revise

W. Scarlett, Chief Fiscal Officer, will present to the Board current information regarding the 45 day budget revise. (*Board Policy 3100*)

CONSENT

10. CONSENT ITEM

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

.1 Meeting Minutes (*BB 9324*)

Regular Meeting of June 15, 2017

Regular Meeting of June 22, 2017

The Board will take action to approve the Minutes.

.2 Warrants (*BP 3314*)

The Board will take action to approve the expenditures.

.3 Personnel

Re-Hire

C. Fanning, Teacher Associate, 4.25 hours per day, effective August 15, 2017

T. Hanks, Teacher Associate, 3.5 hours per day, effective August 15, 2017

N. Pifferini, Teacher Associate, 6.0 hours per day, effective August 15, 2017

S. Sarmago, Teacher Associate-Bilingual, 6.0 hours per day, effective August 15, 2017

J. Whitmore, Teacher, 1.0 FTE, effective August 14, 2017

Hiring

F. Davis, Bus Driver, 4.0 hours per day, effective August 14, 2017
F. Davis, Playground Monitor, 1.5 hours per day, effective August 15, 2017
T. Hanks, Playground Monitor, .75 hours per day, effective August 15, 2017
S. Harm, Teacher, Temporary, .40 FTE, effective 2017-18 School Year
J. Harriman, Classroom Aide—PE, 1.25 hours per day, effective August 15, 2017
J. Harriman, Playground Monitor, .75 hours per day, effective August 15, 2017
K. Nunez, Cafeteria Aide, .25 hours per day, effective August 15, 2017
M. Webb, Playground Monitor, .25 hours per day, effective August 15, 2017
A. Yost, Advisor: Yearbook, effective 2017-18 School Year

Resignation

G. Matyac, Classroom Aide—PE, 2.75 hours per day, effective June 22, 2017
W. Scarlett, Chief Fiscal Officer, effective September 30, 2017

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

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

.5 Approval of District Representatives to Employee Negotiations

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

.6 Williams Act Uniform Complaint Procedures Quarterly Report

The Board will accept the report as presented.

.7 Nonpublic, Nonsectarian School/Agency Services Master Contract: Action Supportive Care Services 2017-18

The Board will approve the contract between Action Supportive Care Services and the Gold Trail Union School District for contingency medical services for the 2017-18 school year.

.8 Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2017-18

The Board will approve the contract between Growing Healthy Children Therapy Services, Inc. and the Gold Trail Union School District for occupational and physical therapy services for the 2017-18 school year.

.9 Memorandum of Understanding: Black Oak Mine Unified School District

The Board will approve the Memorandum of Understanding between the Black Oak Mine Unified School District and the Gold Trail Union School District for a Mental Health Therapist for the 2017-18 school year.

10. Resolution 2017-18: 08-01 Authorization to Teach

As allowed by Education Code 44256, to permit the District flexibility in assigning teaching staff, the Board will adopt subject Resolution.

11. Second Reading and Adoption of Board Policies, Administrative Regulations and Board Bylaws

- ❖ BP/AR 1312.3, Uniform Complaint Procedures (BP/AR revised)
- ❖ BP 1340, Access to District Records (BP revised)
- ❖ BP 2121, Superintendent's Contract (BP revised)
- ❖ BP/AR 3551, Food Service Operations/Cafeteria Plan (BP/AR revised)
- ❖ AR 3580, District Records (AR Revised)
- ❖ BP/AR 4127, 4227, 4327, Temporary Athletic Team Coaches (BP/AR revised)
- ❖ BP 4312.1, Contracts (BP revised)
- ❖ AR 5145.3, Nondiscrimination/Harassment (AR revised)

- ❖ **BP 6142.93, Science Instruction (BP revised)**
- ❖ **BP 6145, Extracurricular and Cocurricular Activities (BP revised)**
- ❖ **BP/AR 6145.2, Athletic Competition (BP/AR revised)**
- ❖ **BP/AR 6178.1, Work-Based Learning (BP/AR revised)**
- ❖ **BP 7214, General Obligation Bonds (BP revised)**
- ❖ **BB 9012, Board Member Electronic Communications (BB revised)**

The Board will adopt the roster.

ACTION ITEMS

11. ACTION ITEM: Job Description—Chief Fiscal/Business Officer

The Board will take action to approve the revised job description.

DISCUSSION ITEMS

12. 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.

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

Board members will report on activities relevant to District business.

CLOSED SESSION

13. CLOSED SESSION OPEN HEARING

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

14. CLOSED SESSION

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

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

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

RECONVENE PUBLIC SESSION

15. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE

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

ADVANCE PLANNING

16. FUTURE REGULAR MEETING SCHEDULE

Date: September 14, 2017 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

CAC Parent Representative (Annual)

Class Size (District) Report (Annual)
Field Trip Survey (Annual)
Introduction of New Employees
Resolution: Authorization to Teach
Resolution: Gann Appropriations Limit Calculation (Annual)
Resolution: Sufficient Textbook and Instructional Materials (Annual)
Unaudited Actuals (J-200) Report (Annual)

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

ADJOURNMENT

<p>PUBLIC INSPECTION</p>

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

<p>880 Cold Springs Road Placerville, CA. 95667</p>

<p>Sutter's Mill School/District Office</p>
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<p>4801 Luneman Road Placerville, CA. 95667</p>

<p>And E-mailed to every district family</p>

AGENDA ITEM

Opening Business

1.0 CALL TO ORDER

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

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

4.0 OPEN HEARING

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

AGENDA ITEM 5.0 REPORT: 2016-17 Food Services
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BACKGROUND

The Board of Trustees recognizes that adequate, nourishing food is essential to student health, development, and ability to learn. The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages. L. Spies, Food Services Coordinator, will present 2016-17 District Food Services information to the Board. *(Board Policy 3550)*

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM 6.0 REPORT: 2017-18 Certificated Staffing
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BACKGROUND

S. Lyons, Superintendent, will present the estimated school site staffing to open the school year.
(BP 4113)

ATTACHMENTS

➤ **2017-18 Certificated Staffing**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

**Gold Trail Union School District
2017-2018 Estimated Staffing
Classroom Teachers**

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

Gold Trail School	
Fourth Grade (SC)	D. Hornsby
Fourth Grade (SC)	S. Morgan
Fourth Grade (SC)	J. Whitmore
Fifth Grade Math	C. Jackson
Fifth Grade ELA	D. Lulla
Fifth Grade Science and History	C. Romig
Sixth Grade Math and Art	S. Canfield
Sixth Grade ELA	M. Harris
Sixth Grade Science and History	K. Mulligan
Seventh Grade Science and History	A. Garcia
Seventh Grade ELA and History	Y. Yates
Seventh Grade Math	T. Aguilar
Eighth Grade Math	K. Koenig
Eighth Grade Science and History	B. Poulsen
Eighth Grade ELA and History	A Yost
4/5 Physical Education	K. Dunn
6/8 Physical Education, 7/8 Spanish	J. Perez
Resource Specialist	T. Aguilar & R. Carlton
4/8 Performing Arts	G. Cain

AGENDA ITEM 7.0

**REPORT: Spring 2017 California Assessment of Student Performance and Progress
(CAASPP) Test Results**

BACKGROUND

In the spring of the 2016-17 school year, all Gold Trail Union School District students in grades three through eight took a computer-based test called the Smarter Balanced Summative Assessment. This year-end test is part of the California assessment system and is aligned with California's academic standards. These tests in English language arts/literacy (ELA) and mathematics give educators across the state a way to see how well students can write clearly, think critically, and solve problems, which are some of the skills that are needed to succeed in college and a 21st century career.

Student's score reports show scores for ELA and mathematics. It includes an overall score for each subject, and information about how well students did in different skill areas. If students took the test in past years, there will also be past scores so progress can be seen over time. Scott Lyons, Superintendent, and Boyd Holler, Gold Trail School Principal, will report on the data obtained from the spring 2017 Smarter Balance Summative Assessments.

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM 8.0 REPORT: California Healthy Kids Survey

BACKGROUND

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

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

ATTACHMENTS

- 2016-17 California Healthy Kids Survey Grade 5
- 2016-17 California Healthy Kids Survey Grades 6, 7, 8

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

CALIFORNIA HEALTHY KIDS SURVEY



Gold Trail Union Elementary Secondary 2016-2017 Main Report

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

Hilva Chan
California Department of Education
Coordinated School Health and Safety Office
1430 N Street
Sacramento, CA 95814
hchan@cde.ca.gov

Recommended citation:

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PREFACE

HYPERLINK FEATURE

The digital version of this report has been hyperlinked. Click on the title of a section or a table in the List of Tables and you will be automatically directed to the actual content section or table in the report.

This report provides the detailed results for each question from this school/district's 2016–17 *California Healthy Kids Survey* (CHKS), presented in tables organized by topic.

The CHKS, along with its two companion surveys—*California School Staff Survey* (CSSS) for staff and the *California School Parent Survey* (CSPS)—is a service of the California Department of Education (CDE). These three surveys form the *California School Climate, Health, and Learning Surveys* (Cal-SCHLS) System, the largest, most comprehensive effort in the nation to regularly assess students, staff, and parents at the local level to provide key data on school climate and safety, learning supports and barriers, and stakeholder engagement, as well as youth development, health, and well-being. Exhibit 1, at the end of the Preface, presents the major school-related domains and constructs assessed by Cal-SCHLS.

These surveys grew out of CDE's commitment to helping schools promote the successful cognitive, social, emotional, and physical development of all students; create more positive, engaging school environments for students, staff, and parents; and ensure college and career readiness. They provide a wealth of information to guide school improvement and **Local Control and Accountability Plan** (LCAP) efforts, particularly in regard to the state priorities of enhancing school climate, pupil engagement, and parent involvement.

Factsheets, guidebooks, and other resources to help in understanding and using CHKS results are available for downloading from the survey website—chks.wested.org—including *Helpful Resources for Local Control and Accountability Plans* (chks.wested.org/resources/LCAP_Cal_SCHLS.pdf). The California Safe and Supportive Schools website also provides information and tools helpful in implementing effective strategies to address the needs identified by the survey.

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

THE SURVEY

The California Department of Education (CDE) has funded the CHKS since 1997 to provide data that would assist schools in: (1) fostering safe and supportive school climates, social-emotional competencies, and engagement in learning; (2) preventing youth health-risk behaviors and other barriers to academic achievement; and (3) promoting positive youth development, resilience, and well-being. A thorough understanding of the scope and nature of youth behaviors, attitudes, and learning conditions is essential to guide school improvement efforts, improve academic performance, and develop effective prevention, health, and youth development programs.

The CHKS is not just a standalone instrument but a data collection system that districts can customize to meet local needs and interests. The secondary-school CHKS consists of a required general Core Module and a series of optional, supplementary topic-focused modules that districts can elect to administer. Districts may also add their own questions of local interest in a custom module. Table 1 indicates the modules administered by the district/school.

Core Module

As outlined in Exhibit 1, the Core Module consists of key questions, identified by an expert advisory committee, that are considered most important for schools to guide improvement of academic, health, and prevention programs and promote student achievement, college and career readiness, positive development, and well-being. The great majority of the questions are school-specific, including the following indicators:

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

Supplementary School Climate Module

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

Supplementary Social Emotional Health Module (SEHM)

The SEHM greatly enhances the value of the CHKS as a strength-based assessment of positive emotions, engagement, ability to build and maintain relationships, and other social-emotional capacities linked to student mental health and well-being, academic success, and college and career readiness. It includes 46 items that capture the totality of core adolescent psychological assets.

SURVEY ADMINISTRATION AND SAMPLING

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

THE REPORT

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

Racial/Ethnic and Gender Results

The demographic questions on the CHKS help districts meet the LCAP requirement to identify and address variations in state priorities among significant student subgroups, including differences by race/ethnicity, gender, socioeconomic status; homeless, migrant, and foster youth; and English language learners. In this report, summary tables provide key findings (e.g., safety, harassment, developmental supports, school connectedness) disaggregated by race/ethnic categories and gender. Schools can request supplementary reports disaggregating all their CHKS results by the race/ethnicity or gender of students or by other demographic categories.

UNDERSTANDING THE DATA

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

Sample Characteristics

Among the most important factors affecting the quality of survey results is the level and type of student participation. The validity and representativeness of the results will be adversely affected if the student response rate is lower than 70%. One indication of the survey's representativeness is how accurately the sample reflects the gender and ethnic composition of the student enrollment. Even if the response rate is low, the results provide an indication of what those students who did respond felt about the school and their experiences and behavior.

Changes Between Survey Administrations

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

RESOURCES

The CHKS and Cal-SCHLS websites contain guidebooks and other tools for using and understanding survey results, including factsheets that show how data variables are related and offer suggestions for how data can be analyzed at the local level.

CDE's California Safe and Supportive Schools website (Californias3.wested.org) contains a wealth of information and tools related to school climate improvement and social-emotional learning. It includes factsheets analyzing Cal-SCHLS data and *What Works Briefs* that provide guidance on strategies to implement.

The School Climate Connection Newsletter provides monthly announcements of resources, tools, webinars and workshops, and research. Sign up on the CHKS or Californias3 websites.

Among the tools available to help in understanding and using the survey results, especially for LCAP implementation and monitoring, *Making Sense of School Climate* provides a discussion of all the Cal-SCHLS survey items that relate to school climate (download californias3.wested.org/resources/S3_schoolclimateguidebook_final.pdf)

Helpful Resources for Local Control and Accountability Plans (chks.wested.org/resources/LCAP_Cal_SCHLS.pdf) describes how survey items align with LCAP priorities and indicators. Also available is an LCAP-related PowerPoint presentation (chks.wested.org/training-support/workshops-presentations).

NEXT STEPS

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

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

The following custom services (additional fees apply) are available through the Cal-SCHLS TA Center to help in fostering effective use of the results to support school and program improvement efforts and the LCAP process.

Request School Reports

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

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

Request District School Climate Report Card

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

Request Disaggregated Reports

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

Conduct Additional Analyses of Dataset

The complete dataset is available electronically for additional analysis (there is a small fee for preparation). The dataset enables analyses of patterns in the results, how they are interrelated, and how they vary by different subgroups of student and across schools within a district. You can also request an analysis by subgroups as a custom service.

Add Questions to Your Next Surveys

Determine what additional information is needed from students to guide school improvement efforts and add questions to your next CHKS or CSSS. Both surveys were designed so that schools can add additional questions to help them conduct a more individualized and comprehensive assessment.

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

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

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

Exhibit 1

Major School-related Domains and Constructs Assessed by Cal-SCHLS

	Student Core Module	Student School Climate Module	Staff Survey	Parent Survey
School connectedness	✓			
Student learning engagement and motivation	✓	✓	✓	✓
Student performance (grades)	✓			
Attendance (truancy, reasons for absence)	✓		✓	
Academic mindset		✓		
Academic rigor and norms–high expectations	✓	✓	✓	✓
College and career readiness		✓		✓
Teacher and other supports for learning	✓	✓	✓	✓
Relationships between students and staff	✓		✓	✓
Relationships among students	✓	✓	✓	✓
Relationships among staff			✓	
Parent involvement	✓		✓	✓
Meaningful participation and decision-making	✓		✓	✓
Staff supports			✓	
Perceived safety	✓		✓	✓
Discipline and order (policies, enforcement)		✓	✓	✓
Violence and victimization (bullying)	✓	✓	✓	✓
Alcohol, tobacco, and drug use	✓		✓	✓
Services and policies to address student needs			✓	
Student social-emotional competencies and health	✓		✓	
Social-emotional and behavioral supports		✓	✓	✓
Respect for diversity and cultural sensitivity		✓	✓	✓
Quality of physical environment		✓	✓	✓

ACKNOWLEDGMENTS

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

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California Department of Education

Survey Module Administration

Table 1

CHKS Survey Modules Administered

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

Core Module Results

1. Survey Sample

Table A1.1

Student Sample Characteristics

	Grade 6	Grade 7	Grade 8
<i>Student Sample Size</i>			
Target sample	90	90	90
Final number	57	72	71
Average Response Rate	63%	80%	79%

2. Summary of Key Indicators

Table A2.1

Key Indicators of School Climate and Student Well-Being

	Grade 6 %	Grade 7 %	Grade 8 %	Table
School Engagement and Supports				
School connectedness (high)	67	82	76	A4.5
Academic motivation (high)	46	36	32	A4.5
Truant more than a few times [†]	2	4	6	A4.2
Caring adult relationships (high)	45	50	62	A4.4
High expectations (high)	70	54	62	A4.4
Meaningful participation (high)	26	31	28	A4.4
School Safety and Substance Use				
School perceived as very safe or safe	77	87	75	A5.1
Experienced any harassment or bullying [†]	31	21	44	A5.2
Had mean rumors or lies spread about you [†]	40	41	54	A5.3
Been afraid of being beaten up [†]	17	11	17	A5.4
Been in a physical fight [†]	11	16	19	A5.4
Seen a weapon on campus [†]	9	4	16	A5.6
Been drunk or “high” on drugs at school, ever	0	1	6	A6.9
Mental and Physical Health				
Current alcohol or drug use [‡]	4	11	20	A6.4
Current binge drinking [‡]	0	3	4	A6.4
Very drunk or “high” 7 or more times	0	1	4	A6.6
Current cigarette smoking [‡]	2	0	1	A7.3
Current electronic cigarette use [‡]	0	1	6	A7.3
Experienced chronic sadness/hopelessness [†]	20	13	35	A8.4

Notes: Cells are empty if there are less than 10 respondents.

[†]Past 12 months; [‡]Past 30 days.

3. Demographics

Table A3.1

Gender of Sample

	Grade 6 %	Grade 7 %	Grade 8 %
Male	51	52	43
Female	49	48	57

Question HS/MS A.3: What is your sex?

Notes: Cells are empty if there are less than 10 respondents.

Table A3.2

Hispanic or Latino

	Grade 6 %	Grade 7 %	Grade 8 %
No	88	89	96
Yes	12	11	4

Question HS/MS A.5: Are you of Hispanic or Latino origin?

Notes: Cells are empty if there are less than 10 respondents.

Table A3.3

Race

	Grade 6 %	Grade 7 %	Grade 8 %
American Indian or Alaska Native	4	3	3
Asian	2	3	0
Black or African American	0	1	1
Native Hawaiian or Pacific Islander	0	0	0
White	78	72	80
Mixed (two or more) races	16	21	16

Question HS/MS A.6: What is your race?

Notes: Cells are empty if there are less than 10 respondents.

Table A3.4
Living Situation

	Grade 6 %	Grade 7 %	Grade 8 %
A home with one or more parents or guardian	89	93	85
Other relative's home	0	1	3
A home with more than one family	5	1	1
Friend's home	0	0	0
Foster home, group care, or waiting placement	0	0	0
Hotel or motel	0	0	1
Shelter, car, campground, or other transitional or temporary housing	0	1	4
Other living arrangement	5	3	6

Question HS/MS A.8: What best describes where you live? A home includes a house, apartment, trailer, or mobile home.

Notes: Cells are empty if there are less than 10 respondents.

Table A3.5
Highest Education of Parents

	Grade 6 %	Grade 7 %	Grade 8 %
Did not finish high school	2	3	1
Graduated from high school	5	7	11
Attended college but did not complete four-year degree	4	15	20
Graduated from college	70	59	54
Don't know	20	15	14

Question HS/MS A.9: What is the highest level of education your parents or guardians completed? (Mark the educational level of the parent or guardian who went the furthest in school.)

Notes: Cells are empty if there are less than 10 respondents.

Table A3.6***Free or Reduced Price Meals Eligibility***

	Grade 6 %	Grade 7 %	Grade 8 %
No	57	64	61
Yes	13	18	26
Don't know	30	18	13

Question HS/MS A.10: Do you receive free or reduced-price lunches at school? (Receiving free or reduced-price lunches means that lunch at school is provided to you for free or you pay less for it.)

Note: Cells are empty if there are less than 10 respondents.

Table A3.7***Participation in Migrant Education Program, Past 3 Years***

	Grade 6 %	Grade 7 %	Grade 8 %
No	67	65	82
Yes	2	1	3
Don't know	31	33	15

Question HS/MS A.11: In the past three years, were you part of the Migrant Education Program or did your family move to find seasonal or temporary work in agriculture or fishing?

Note: Cells are empty if there are less than 10 respondents.

Table A3.8***Language Spoken at Home***

	Grade 6 %	Grade 7 %	Grade 8 %
English	95	99	99
Spanish	5	1	1
Mandarin	0	0	0
Cantonese	0	0	0
Taiwanese	0	0	0
Tagalog	0	0	0
Vietnamese	0	0	0
Korean	0	0	0
Other	0	0	0

Question HS/MS A.12: What language is spoken most of the time in your home?

Note: Cells are empty if there are less than 10 respondents.

Table A3.9**English Language Proficiency – All Students**

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
English Language Proficiency			
<i>Average Scale Score</i>	3.87	3.93	3.86
<i>How well do you...</i>			
understand English?			
Very well	95	97	92
Well	4	3	8
Not well	2	0	0
Not at all	0	0	0
speak English?			
Very well	91	94	90
Well	9	6	10
Not well	0	0	0
Not at all	0	0	0
read English?			
Very well	91	93	84
Well	9	6	14
Not well	0	1	1
Not at all	0	0	0
write English?			
Very well	86	90	80
Well	13	10	17
Not well	2	0	3
Not at all	0	0	0
English Language Proficiency Status			
Proficient	88	92	80
Not proficient	13	8	20

Question HS/MS A.13-16: How well do you understand, speak, read, and write English?... Understand English... Speak English... Read English... Write English.

Notes: Cells are empty if there are less than 10 respondents.

Table A3.10***English Language Proficiency – Students Speaking a Language Other Than English at Home***

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
English Language Proficiency			
<i>Average Scale Score</i>			
<i>How well do you...</i>			
understand English?			
Very well			
Well			
Not well			
Not at all			
speak English?			
Very well			
Well			
Not well			
Not at all			
read English?			
Very well			
Well			
Not well			
Not at all			
write English?			
Very well			
Well			
Not well			
Not at all			
<i>English Language Proficiency Status</i>			
Proficient			
Not proficient			

Question HS/MS A.12-16: What language is spoken most of the time in your home?... How well do you understand, speak, read, and write English?... Understand English... Speak English... Read English... Write English.

Notes: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
0 days	78	85	44
1 day	2	0	7
2 days	9	1	14
3 days	4	1	11
4 days	4	6	15
5 days	4	7	8

Question HS/MS A.17: How many days a week do you usually go to your school's afterschool program?

Notes: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
No	83	86	94
Yes	6	13	3
Don't know	12	1	3

Question HS A.117/MS A.107: Is your father, mother, or caretaker currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?

Notes: Cells are empty if there are less than 10 respondents.

4. School Performance, Supports, and Engagements

Table A4.1

Grades, Past 12 Months

	Grade 6 %	Grade 7 %	Grade 8 %
Mostly A's	43	32	31
A's and B's	41	47	37
Mostly B's	4	1	1
B's and C's	11	13	15
Mostly C's	0	0	1
C's and D's	0	7	10
Mostly D's	2	0	4
Mostly F's	0	0	0

Question HS/MS A.18: During the past 12 months, how would you describe the grades you mostly received in school?

Notes: Cells are empty if there are less than 10 respondents.

Table A4.2

Truancy, Past 12 Months

	Grade 6 %	Grade 7 %	Grade 8 %
0 times	79	67	66
1-2 times	11	17	16
A few times	9	13	13
Once a month	0	3	1
Once a week	2	0	0
More than once a week	0	1	4

Question HS/MS A.19: During the past 12 months, about how many times did you skip school or cut classes?

Notes: Cells are empty if there are less than 10 respondents.

Table A4.3***Reasons for Absence, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Does not apply, I didn't miss any school	56	45	36
Illness (feeling physically sick), including problems with breathing or your teeth	28	45	51
Felt very sad, hopeless, anxious, stressed, or angry	7	6	9
Didn't get enough sleep	2	17	14
Didn't feel safe at school	2	7	1
Had to work	0	3	1
Had to take care of or help a family member or friend	0	4	13
Wanted to spend time with friends who don't go to your school	0	7	1
Wanted to use alcohol or drugs	0	1	1
Were behind in schoolwork or weren't prepared for a test or class assignment	2	3	3
Were bored with or uninterested in school	0	7	3
Were suspended	0	6	1
Other reason	15	11	19

Question HS/MS A.20: In the past 30 days, did you miss school for any of the following reasons? (Mark All That Apply.)

Notes: Cells are empty if there are less than 10 respondents. Total percentages may exceed 100% for "mark all that apply" items.

Table A4.4***School Environment Scales***

	Grade 6	Grade 7	Grade 8	Table
Total school supports				
<i>Average Scale Score</i>	2.97	3.00	3.09	
High (%)	52	51	55	
Moderate (%)	40	42	39	
Low (%)	8	7	6	
Caring adults in school				
<i>Average Scale Score</i>	3.02	3.09	3.24	A4.6
High (%)	45	50	62	
Moderate (%)	49	43	32	
Low (%)	6	7	6	
High expectations-adults in school				
<i>Average Scale Score</i>	3.38	3.27	3.36	A4.7
High (%)	70	54	62	
Moderate (%)	25	42	37	
Low (%)	6	4	1	
Meaningful participation at school				
<i>Average Scale Score</i>	2.56	2.63	2.66	A4.8
High (%)	26	31	28	
Moderate (%)	52	51	49	
Low (%)	22	18	23	

Notes: Cells are empty if there are less than 10 respondents.

Table numbers refer to tables with item-level results for the survey questions that comprise each scale.

Table A4.5***School Connectedness, Parent Involvement, and Academic Motivation Scales***

	Grade 6	Grade 7	Grade 8	Table
School Connectedness				
<i>Average Scale Score</i>	3.92	4.23	4.22	A4.9
High (%)	67	82	76	
Moderate (%)	28	13	20	
Low (%)	5	6	4	
Parent Involvement in School				
<i>Average Scale Score</i>	3.96	4.02	3.90	A4.10
High (%)	63	69	62	
Moderate (%)	26	22	24	
Low (%)	11	8	14	
Academic Motivation				
<i>Average Scale Score</i>	4.21	4.00	4.13	A4.11
High (%)	46	36	32	
Moderate (%)	44	49	55	
Low (%)	11	15	13	

Notes: Cells are empty if there are less than 10 respondents.

Table numbers refer to tables with item-level results for the survey questions that comprise each scale.

Table A4.6***Caring Relationships Scale Questions***

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
Caring adults in school			
<i>Average Scale Score</i>	3.02	3.09	3.24
<i>At my school, there is a teacher or some other adult...</i>			
who really cares about me.			
Not at all true	4	4	1
A little true	17	18	17
Pretty much true	35	38	31
Very much true	44	40	51
who notices when I'm not there.			
Not at all true	8	14	4
A little true	31	19	20
Pretty much true	31	29	34
Very much true	31	39	41
who listens to me when I have something to say.			
Not at all true	9	4	4
A little true	19	19	11
Pretty much true	30	25	37
Very much true	42	51	48

Question HS/MS A.34, 36, 38: At my school, there is a teacher or some other adult... who really cares about me... who notices when I am not there... who listens to me when I have something to say.

Notes: Cells are empty if there are less than 10 respondents.

Table A4.7

High Expectations Scale Questions

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
High expectations-adults in school			
<i>Average Scale Score</i>	3.38	3.27	3.36
<i>At my school, there is a teacher or some other adult...</i>			
who tells me when I do a good job.			
Not at all true	6	6	1
A little true	9	26	18
Pretty much true	32	25	27
Very much true	53	43	54
who always wants me to do my best.			
Not at all true	4	4	1
A little true	6	6	13
Pretty much true	26	29	21
Very much true	64	61	65
who believes that I will be a success.			
Not at all true	4	7	3
A little true	13	8	17
Pretty much true	32	32	31
Very much true	51	52	49

Question HS/MS A.35, 37, 39: At my school, there is a teacher or some other adult... who tells me when I do a good job... who always wants me to do my best... who believes that I will be a success.

Notes: Cells are empty if there are less than 10 respondents.

Table A4.8
Meaningful Participation Scale Questions

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
Meaningful participation at school			
<i>Average Scale Score</i>	2.56	2.63	2.66
At school...			
I do interesting activities.			
Not at all true	9	8	3
A little true	26	22	30
Pretty much true	31	26	24
Very much true	33	43	44
I help decide things like class activities or rules.			
Not at all true	32	32	28
A little true	38	32	31
Pretty much true	15	22	25
Very much true	15	14	15
I do things that make a difference.			
Not at all true	13	18	18
A little true	32	25	32
Pretty much true	30	28	20
Very much true	25	29	30

Question HS/MS A.40-42: At school... I do interesting activities... I help decide things like class activities or rules... I do things that make a difference.

Notes: Cells are empty if there are less than 10 respondents.

Table A4.9***School Connectedness Scale Questions***

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
School Connectedness			
<i>Average Scale Score</i>	3.92	4.23	4.22
I feel close to people at this school.			
Strongly disagree	5	7	4
Disagree	5	1	3
Neither disagree nor agree	21	10	11
Agree	40	26	27
Strongly agree	28	56	55
I am happy to be at this school.			
Strongly disagree	5	4	1
Disagree	2	3	6
Neither disagree nor agree	13	8	14
Agree	40	28	24
Strongly agree	40	57	55
I feel like I am part of this school.			
Strongly disagree	5	7	1
Disagree	5	3	4
Neither disagree nor agree	19	7	17
Agree	32	32	29
Strongly agree	39	51	49
The teachers at this school treat students fairly.			
Strongly disagree	9	3	1
Disagree	5	4	8
Neither disagree nor agree	21	13	10
Agree	33	46	42
Strongly agree	32	35	38
I feel safe in my school.			
Strongly disagree	5	6	1
Disagree	0	0	3
Neither disagree nor agree	18	3	6
Agree	39	35	40
Strongly agree	39	56	50

Question HS/MS A.21-25: How strongly do you agree or disagree with the following statements?... I feel close to people at this school... I am happy to be at this school... I feel like I am part of this school... The teachers at this school treat students fairly... I feel safe in my school.

Note: Cells are empty if there are less than 10 respondents.

Table A4.10
Parent Involvement Scale Questions

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
Parent Involvement in School			
<i>Average Scale Score</i>	3.96	4.02	3.90
Teachers at this school communicate with parents about what students are expected to learn in class.			
Strongly disagree	4	1	4
Disagree	7	4	9
Neither disagree nor agree	7	11	13
Agree	37	49	44
Strongly agree	46	35	30
Parents feel welcome to participate at this school.			
Strongly disagree	5	3	3
Disagree	7	0	4
Neither disagree nor agree	18	15	20
Agree	33	45	44
Strongly agree	37	37	30
School staff takes parent concerns seriously.			
Strongly disagree	5	7	1
Disagree	5	1	10
Neither disagree nor agree	25	19	20
Agree	30	44	37
Strongly agree	35	28	32

Question HS/MS A.27-29: How strongly do you agree or disagree with the following statements?... Teachers at this school communicate with parents about what students are expected to learn in class... Parents feel welcome to participate at this school... School staff takes parent concerns seriously.

Notes: Cells are empty if there are less than 10 respondents.

Table A4.11***Academic Motivation Scale Questions***

	Grade 6 mean/%	Grade 7 mean/%	Grade 8 mean/%
Academic Motivation			
<i>Average Scale Score</i>	4.21	4.00	4.13
I try hard to make sure that I am good at my schoolwork.			
Strongly disagree	2	4	0
Disagree	0	4	0
Neither disagree nor agree	9	4	13
Agree	30	39	44
Strongly agree	60	49	43
I try hard at school because I am interested in my work.			
Strongly disagree	2	6	1
Disagree	9	7	8
Neither disagree nor agree	18	20	30
Agree	39	46	32
Strongly agree	32	21	28
I work hard to try to understand new things at school.			
Strongly disagree	2	4	0
Disagree	2	6	3
Neither disagree nor agree	11	14	15
Agree	49	38	48
Strongly agree	37	39	34
I am always trying to do better in my schoolwork.			
Strongly disagree	2	4	0
Disagree	0	6	3
Neither disagree nor agree	16	8	8
Agree	30	42	42
Strongly agree	52	39	46

Question HS/MS A.30-33: How strongly do you agree or disagree with the following statements?... I try hard to make sure that I am good at my schoolwork... I try hard at school because I am interested in my work... I work hard to try to understand new things at school... I am always trying to do better in my schoolwork.

Notes: Cells are empty if there are less than 10 respondents.

Table A4.12***Quality of School Physical Environment***

	Grade 6 %	Grade 7 %	Grade 8 %
My school is usually clean and tidy.			
Strongly disagree	4	0	1
Disagree	5	8	4
Neither disagree nor agree	21	15	20
Agree	42	47	48
Strongly agree	28	29	27

Question HS/MS A.26: How strongly do you agree or disagree with the following statements?... My school is usually clean and tidy.

Notes: Cells are empty if there are less than 10 respondents.

5. School Violence, Victimization, and Safety

Table A5.1

Perceived Safety at School

	Grade 6 %	Grade 7 %	Grade 8 %
Very safe	38	42	28
Safe	40	45	48
Neither safe nor unsafe	21	7	20
Unsafe	0	3	4
Very unsafe	2	3	0

Question HS A.89/MS A.79: How safe do you feel when you are at school?

Notes: Cells are empty if there are less than 10 respondents.

Table A5.2***Reasons for Harassment on School Property, Past 12 Months***

	Grade 6 %	Grade 7 %	Grade 8 %
Race, ethnicity, or national origin			
0 times	92	93	94
1 time	4	3	6
2 or more times	4	4	0
Religion			
0 times	96	100	85
1 time	4	0	4
2 or more times	0	0	10
Gender (being male or female)			
0 times	98	94	84
1 time	2	4	9
2 or more times	0	1	7
Because you are gay or lesbian or someone thought you were			
0 times	94	94	88
1 time	2	3	6
2 or more times	4	3	6
A physical or mental disability			
0 times	100	97	96
1 time	0	0	4
2 or more times	0	3	0
<i>Any of the above five bias-related reasons</i>	19	13	31
Any other reason			
0 times	85	87	66
1 time	8	1	12
2 or more times	8	11	22
<i>Any harassment</i>	31	21	44

Question HS A.105-110/MS A.96-101: During the past 12 months, how many times on school property were you harassed or bullied for any of the following reasons?... Your race, ethnicity, or national origin... Your religion... Your gender (being male or female)... Because you are gay or lesbian or someone thought you were... A physical or mental disability... Any other reason.

Notes: Cells are empty if there are less than 10 respondents.

Table A5.3***Verbal Harassment at School, Past 12 Months***

	Grade 6 %	Grade 7 %	Grade 8 %
<i>During the past 12 months, how many times on school property have you...</i>			
had mean rumors or lies spread about you?			
0 times	60	59	46
1 time	25	21	25
2 to 3 times	8	11	13
4 or more times	8	9	16
had sexual jokes, comments, or gestures made to you?			
0 times	79	76	52
1 time	13	9	23
2 to 3 times	4	6	7
4 or more times	4	10	17
been made fun of because of your looks or the way you talk?			
0 times	72	72	57
1 time	9	10	25
2 to 3 times	11	7	9
4 or more times	8	10	10
been made fun of, insulted, or called names?			
0 times	54	69	54
1 time	19	10	9
2 to 3 times	17	4	16
4 or more times	11	17	22

Question HS A.93-95, 104/MS A.84-86, 95: During the past 12 months, how many times on school property have you... had mean rumors or lies spread about you... had sexual jokes, comments, or gestures made to you... been made fun of because of your looks or the way you talk... been made fun of, insulted, or called names?

Notes: Cells are empty if there are less than 10 respondents.

Table A5.4

Violence and Victimization on School Property, Past 12 Months

	Grade 6 %	Grade 7 %	Grade 8 %
<i>During the past 12 months, how many times on school property have you...</i>			
been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?			
0 times	62	70	70
1 time	17	10	16
2 to 3 times	17	10	7
4 or more times	4	10	7
been afraid of being beaten up?			
0 times	83	89	83
1 time	9	7	10
2 to 3 times	2	1	4
4 or more times	6	3	3
been in a physical fight?			
0 times	89	84	81
1 time	8	12	12
2 to 3 times	2	0	3
4 or more times	2	4	4
been threatened with harm or injury?			
0 times	93	93	84
1 time	6	4	10
2 to 3 times	0	1	3
4 or more times	2	1	3
been threatened or injured with a weapon (gun, knife, club, etc.)?			
0 times	96	97	86
1 time	2	1	13
2 to 3 times	0	1	1
4 or more times	2	0	0
been offered, sold, or given an illegal drug?			
0 times	98	97	90
1 time	0	3	4
2 to 3 times	0	0	3
4 or more times	2	0	3

Question HS A.90-92, 97, 101, 103/MS A.81-83, 88, 92, 94: During the past 12 months, how many times on school property have you... been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around... been afraid of being beaten up... been in a physical fight... been offered, sold, or given an illegal drug... been threatened or injured with a weapon (gun, knife, club, etc.) ... been threatened with harm or injury?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
Had your property stolen or deliberately damaged			
0 times	91	87	77
1 time	2	7	14
2 to 3 times	4	1	7
4 or more times	4	4	1
Damaged school property on purpose			
0 times	100	92	87
1 time	0	4	12
2 to 3 times	0	1	1
4 or more times	0	3	0

Question HS A.96, 98/MS A.87, 89: During the past 12 months, how many times on school property have you... had your property stolen or deliberately damaged, such as your car, clothing, or books... damaged school property on purpose?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
Carried a gun			
0 times	98	99	96
1 time	2	0	1
2 to 3 times	0	0	0
4 or more times	0	1	3
Carried any other weapon (such as a knife or club)			
0 times	98	96	94
1 time	0	1	4
2 to 3 times	2	1	0
4 or more times	0	1	1
Seen someone carrying a gun, knife, or other weapon			
0 times	91	96	84
1 time	7	4	10
2 to 3 times	0	0	4
4 or more times	2	0	1

Question HS A.99, 100, 102/MS A.90, 91, 93: During the past 12 months, how many times on school property have you... carried a gun... carried any other weapon (such as a knife or club)... seen someone carrying a gun, knife, or other weapon?

Note: Cells are empty if there are less than 10 respondents.

6. Alcohol and Other Drug Use

Table A6.1

Summary Measures of Level of AOD Use

	Grade 6 %	Grade 7 %	Grade 8 %	Table
Lifetime alcohol or drugs (excluding cold/cough medicines and prescription drugs)	4	15	31	A6.3
Current alcohol or drugs	4	11	20	A6.4
Current heavy drug uses	0	0	6	A6.4
Current heavy alcohol use (binge drinking)	0	3	4	A6.4
Current alcohol or drug use on school property	2	0	6	A6.8

Note: Cells are empty if there are less than 10 respondents.

Table A6.2**Summary of AOD Lifetime Use**

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol	2	14	30
Marijuana	0	3	15
Inhalants	0	4	7

Notes: Cells are empty if there are less than 10 respondents.

Table A6.3**Lifetime AOD Use**

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol (one full drink)			
0 times	98	86	70
1 time	0	8	11
2 to 3 times	0	3	8
4 or more times	2	3	10
Marijuana			
0 times	100	97	85
1 time	0	1	6
2 to 3 times	0	1	3
4 or more times	0	0	7
Inhalants (to get “high”)			
0 times	100	96	93
1 time	0	1	6
2 to 3 times	0	1	1
4 or more times	0	1	0
Any other drug, or pill, or medicine to get “high” or for other than medical reasons			
0 times	98	99	94
1 time	0	0	1
2 to 3 times	0	1	4
4 or more times	2	0	0
Any of the above AOD use	4	15	31

Question HS A.46-48, 56/MS A.47-49, 51: During your life, how many times have you used the following substances? One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)... Marijuana (pot, weed, grass, hash, bud)... Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)... Any other drug, or pill, or medicine to get “high” or for other than medical reasons.

Notes: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol (at least one drink)	2	7	18
Binge drinking (5 or more drinks in a row)	0	3	4
Marijuana	0	1	7
Inhalants	0	3	3
Other drug, pill, or medicine to get “high” or for other than medical reasons	2	1	3
<i>Any drug use</i>	2	4	7
<i>Heavy drug use</i>	0	0	6
<i>Any AOD Use</i>	4	11	20

Question HS A.63-66/MS A.58-62: During the past 30 days, on how many days did you use... at least one drink of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (pot, weed, grass, hash, bud)... inhalants (things you sniff, huff, or breathe to get “high”)... any other drug, pill, or medicine to get “high” or for other than medical reasons?

Notes: Cells are empty if there are less than 10 respondents.

Heavy drug use was calculated based on pattern of combined current drug use on three or more days (marijuana, inhalants, prescription pain medicine to get “high” (high school only) and any other illegal drug/pill to get “high”).

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

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol (at least one drink)			
0 days	98	93	82
1 or 2 days	2	6	14
3 to 9 days	0	1	3
10 to 19 days	0	0	1
20 or more days	0	0	0
Binge drinking (5 or more drinks in a row)			
0 days	100	97	96
1 or 2 days	0	1	4
3 to 9 days	0	1	0
10 to 19 days	0	0	0
20 or more days	0	0	0
Marijuana			
0 days	100	99	93
1 or 2 days	0	1	3
3 to 9 days	0	0	3
10 to 19 days	0	0	0
20 or more days	0	0	1

Question HS A.63-65/MS A.58-60: During the past 30 days, on how many days did you use... at least one drink of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (pot, weed, grass, hash, bud)?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
Very drunk or sick after drinking alcohol			
0 times	96	97	85
1 to 2 times	4	1	10
3 to 6 times	0	1	4
7 or more times	0	0	1
“High” (loaded, stoned, or wasted) from using drugs			
0 times	100	96	89
1 to 2 times	0	3	4
3 to 6 times	0	0	4
7 or more times	0	1	3
Very drunk or “high” 7 or more times	0	1	4

Question HS A.57, 58/MS A.52, 53: During your life, how many times have you been... very drunk or sick after drinking alcohol... “high” (loaded, stoned, or wasted) from using drugs?

Note: Cells are empty if there are less than 10 respondents.

Table A6.7***Drinking While Driving, Lifetime***

	Grade 6 %	Grade 7 %	Grade 8 %
Have ridden in a car driven by someone who had been drinking			
Never	75	73	41
1 time	11	14	16
2 times	6	1	13
3 to 6 times	2	4	10
7 or more times	6	7	20

Question HS A.88/MS A.78: During your life, how many times have you ever driven a car when you had been drinking alcohol, or been in a car driven by a friend when he or she had been drinking?... In your life, how many times have you ridden in a car driven by someone who had been drinking alcohol?

Notes: Cells are empty if there are less than 10 respondents.

Table A6.8***Current AOD Use on School Property, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol			
0 days	100	100	96
1 to 2 days	0	0	3
3 or more days	0	0	1
Marijuana			
0 days	100	100	96
1 to 2 days	0	0	3
3 or more days	0	0	1
Any other drug, pill, or medicine to get “high” or for other than medical reasons?			
0 days	98	100	97
1 to 2 days	2	0	3
3 or more days	0	0	0
<i>Any of the above</i>	2	0	6

Question HS A.73-75/MS A.66-68: During the past 30 days, on how many days on school property did you... have at least one drink of alcohol... smoke marijuana... use any other drug, pill, or medicine to get “high” or for other than medical reasons?

Notes: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
0 times	100	99	94
1 to 2 times	0	1	4
3 to 6 times	0	0	1
7 or more times	0	0	0

Question HS A.59/MS A.54: During your life, how many times have you been... drunk on alcohol or “high” on drugs on school property?

Notes: Cells are empty if there are less than 10 respondents.

Table A6.10***Perceived Harm and Availability***

	Grade 6 %	Grade 7 %	Grade 8 %
<i>Perceived Harm of Use...</i>			
Alcohol - drink occasionally			
Great	24	23	20
Moderate	24	20	16
Slight	27	31	42
None	25	27	22
Alcohol - 5 or more drinks once or twice a week			
Great	47	48	43
Moderate	27	25	19
Slight	6	7	17
None	20	20	20
Marijuana - smoke occasionally			
Great	35	40	36
Moderate	33	24	16
Slight	6	17	25
None	25	19	23
Marijuana - smoke once or twice a week			
Great	53	56	43
Moderate	20	20	16
Slight	0	4	19
None	27	20	22
<i>Perceived Difficulty of Obtaining...</i>			
Alcohol			
Very difficult	25	18	13
Fairly difficult	8	11	29
Fairly easy	12	23	10
Very easy	2	13	18
Don't know	54	35	29
Marijuana			
Very difficult	38	30	19
Fairly difficult	6	18	24
Fairly easy	2	8	12
Very easy	2	6	15
Don't know	52	38	31

Question HS A.78-81, 83, 84/MS A.71-74, 76, 77: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol occasionally... Have five or more drinks of an alcoholic beverage once or twice a week... Smoke marijuana occasionally... Smoke marijuana once or twice a week... How difficult is it for students in your grade to get any of the following substances if they really want them?... Alcohol... Marijuana.

Note: Cells are empty if there are less than 10 respondents.

7. Tobacco Use

Table A7.1

Summary of Key CHKS Tobacco Indicators

	Grade 6 %	Grade 7 %	Grade 8 %	Table
Use Prevalence and Patterns				
Ever smoked a whole cigarette	0	3	6	A7.2
Current cigarette smoking [‡]	2	0	1	A7.3
Current cigarette smoking at school [‡]	0	0	3	A7.4
Ever tried smokeless tobacco	0	1	3	A7.2
Current smokeless tobacco use [‡]	0	0	1	A7.3
Current smokeless tobacco use at school [‡]	0	0	1	A7.4
Ever used electronic cigarettes or other vaping device	0	3	17	A7.2
Current use of electronic cigarettes or other vaping device [‡]	0	1	6	A7.3
Current use of electronic cigarettes or other vaping device at school [‡]	0	0	4	A7.4
Attitudes and Correlates				
Occasional smoking great harm	31	37	19	A7.5
Smoking 1-2 packs per day great harm	67	68	66	A7.5
Very easy to obtain cigarettes	2	7	9	A7.5

Notes: Cells are empty if there are less than 10 respondents.

[‡]Past 30 days.

Table A7.2
Lifetime Tobacco Use

	Grade 6 %	Grade 7 %	Grade 8 %
A cigarette, even one or two puffs			
0 times	100	92	92
1 time	0	4	1
2 to 3 times	0	3	4
4 or more times	0	1	3
A whole cigarette			
0 times	100	97	94
1 time	0	1	1
2 to 3 times	0	1	3
4 or more times	0	0	1
Smokeless tobacco			
0 times	100	99	97
1 time	0	0	0
2 to 3 times	0	1	1
4 or more times	0	0	1
An electronic cigarette or other vaping device			
0 times	100	97	83
1 time	0	1	1
2 to 3 times	0	0	8
4 or more times	0	1	7

Question HS A.43-45/MS A.43-46: During your life, how many times have you used the following substances? A cigarette, even one or two puffs... A whole cigarette... Smokeless tobacco (dip, chew, or snuff)... Electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens.

Notes: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
Cigarettes			
Any	2	0	1
Daily (20 or more days)	0	0	0
Smokeless Tobacco			
Any	0	0	1
Daily (20 or more days)	0	0	0
Electronic cigarettes or other vaping device			
Any	0	1	6
Daily (20 or more days)	0	0	1

Question HS A.60-62/MS A.55-57: During the past 30 days, on how many days did you use... cigarettes... smokeless tobacco (dip, chew, or snuff)... electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
Cigarettes			
0 days	100	100	97
1 or 2 days	0	0	1
3 to 9 days	0	0	1
10 to 19 days	0	0	0
20 or more days	0	0	0
Smokeless Tobacco			
0 days	100	100	99
1 or 2 days	0	0	1
3 to 9 days	0	0	0
10 to 19 days	0	0	0
20 or more days	0	0	0
Electronic cigarettes or other vaping device			
0 days	100	100	96
1 or 2 days	0	0	3
3 to 9 days	0	0	1
10 to 19 days	0	0	0
20 or more days	0	0	0

Question HS A.70-72/MS A.63-65: During the past 30 days, on how many days on school property did you... smoke cigarettes... use smokeless tobacco (dip, chew, or snuff)... use electronic cigarettes, e-cigarettes, or other vaping device such as e-hookah, hookah pens, or vape pens?

Note: Cells are empty if there are less than 10 respondents.

Table A7.5***Perceived Harm of Cigarette Smoking and Difficulty of Obtaining Cigarettes***

	Grade 6 %	Grade 7 %	Grade 8 %
<i>Perceived Harm of Use...</i>			
Smoke cigarettes occasionally			
Great	31	37	19
Moderate	37	27	44
Slight	8	15	21
None	24	21	16
Smoke 1-2 packs of cigarettes a day			
Great	67	68	66
Moderate	6	10	9
Slight	4	3	3
None	24	20	22
<i>Perceived Difficulty of Obtaining...</i>			
Cigarettes			
Very difficult	29	25	16
Fairly difficult	10	14	22
Fairly easy	6	15	19
Very easy	2	7	9
Don't know	54	38	34

Question HS A.76, 77, 82/MS A.69, 70, 75: How much do people risk harming themselves physically and in other ways when they do the following?... Smoke cigarettes occasionally... Smoke 1-2 packs of cigarettes each day... How difficult is it for students in your grade to get any of the following substances if they really want them?... Cigarettes.

Note: Cells are empty if there are less than 10 respondents.

8. Other Physical and Mental Health Risks

Table A8.1

Cyber Bullying, Past 12 Months

	Grade 6 %	Grade 7 %	Grade 8 %
0 times (never)	85	84	63
1 time	8	9	18
2 to 3 times	8	3	10
4 or more times	0	4	9

Question HS A.111/MS A.102: During the past 12 months, how many times did other students spread mean rumors or lies about you on the internet (i.e., FacebookTM, InstagramTM, SnapchatTM, email, instant message)?

Note: Cells are empty if there are less than 10 respondents.

Table A8.2

Alone After School

	Grade 6 %	Grade 7 %	Grade 8 %
Never	38	43	19
1 day	26	14	19
2 days	8	9	10
3 days	11	7	19
4 days	2	6	3
5 days	15	21	29

Question MS A.80: In a normal week, how many days are you home after school for at least one hour without an adult there?

Notes: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
No	22	32	36
Yes	78	68	64

Question HS A.115/MS A.105: Did you eat breakfast today?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 6 %	Grade 7 %	Grade 8 %
No	80	87	65
Yes	20	13	35

Question HS A.113/MS A.104: During the past 12 months, did you ever feel so sad or hopeless almost every day for two weeks or more that you stopped doing some usual activities?

Note: Cells are empty if there are less than 10 respondents.

Table A8.5***Gang Involvement***

	Grade 6 %	Grade 7 %	Grade 8 %
No	94	93	90
Yes	6	7	10

Question HS A.112/MS A.103: Do you consider yourself a member of a gang?

Note: Cells are empty if there are less than 10 respondents.

9. Race/Ethnic Breakdowns

Table A9.1

School Supports and Academic Motivation by Race/Ethnicity - 6th Grade

Percent of students scoring High (%)	Grade 6						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports						51	
Caring adults in school						48	
High expectations-adults in school						70	
Meaningful participation at school						30	
<i>School Connectedness</i>						67	
<i>Parent Involvement in School</i>						65	
<i>Academic Motivation</i>						47	

Notes: Cells are empty if there are less than 10 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races.

Table A9.2

School Supports and Academic Motivation by Race/Ethnicity - 7th Grade

Percent of students scoring High (%)	Grade 7						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports						51	53
Caring adults in school						47	53
High expectations-adults in school						55	53
Meaningful participation at school						27	40
<i>School Connectedness</i>						80	87
<i>Parent Involvement in School</i>						71	73
<i>Academic Motivation</i>						39	40

Notes: Cells are empty if there are less than 10 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races.

Table A9.3***School Supports and Academic Motivation by Race/Ethnicity - 8th Grade***

Percent of students scoring High (%)	Grade 8						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports						57	55
Caring adults in school						59	82
High expectations-adults in school						61	73
Meaningful participation at school						29	27
<i>School Connectedness</i>						75	91
<i>Parent Involvement in School</i>						59	82
<i>Academic Motivation</i>						38	18

Notes: Cells are empty if there are less than 10 respondents. H/L: Hispanic or Latino; AI/AN: American Indian or Alaska Native; AA: Black or African American; NH/PI: Native Hawaiian or Pacific Islander; Mixed: Mixed (two or more) races.

Table A9.4***Perceived Safety at School by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Feel safe or very safe at school			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	80	86	74
Mixed (two or more) races		87	100

Note: Cells are empty if there are less than 10 respondents.

Table A9.5***Harassment Due to Five Bias-Related Reasons by Race/Ethnicity, Past 12 Months***

	Grade 6 %	Grade 7 %	Grade 8 %
Harassment or bullying due to five bias-related reasons^A			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	15	8	36
Mixed (two or more) races		27	9

Notes: Cells are empty if there are less than 10 respondents.

^A*Bias-related reasons include race, ethnicity or national origin; religion; gender (being male or female); sexual orientation; and a physical or mental disability.*

Table A9.6***Any Harassment or Bullying by Race/Ethnicity, Past 12 Months***

	Grade 6 %	Grade 7 %	Grade 8 %
Were harassed or bullied at school			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	31	18	47
Mixed (two or more) races		33	36

Note: Cells are empty if there are less than 10 respondents.

Table A9.7***Current Alcohol Use at School by Race/Ethnicity, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Had at least one drink of alcohol at school			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	0	0	2
Mixed (two or more) races		0	9

Notes: Cells are empty if there are less than 10 respondents.

Table A9.8***Current Cigarette Smoking by Race/Ethnicity, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Smoked cigarettes in the past 30 days			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	0	0	2
Mixed (two or more) races		0	0

Notes: Cells are empty if there are less than 10 respondents.

Table A9.9***Current Alcohol Use by Race/Ethnicity, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Had at least one drink of alcohol in the past 30 days			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	2	4	14
Mixed (two or more) races		13	27

Note: Cells are empty if there are less than 10 respondents.

Table A9.10***Current Marijuana Use by Race/Ethnicity, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Used marijuana in the past 30 days			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	0	2	4
Mixed (two or more) races		0	18

Notes: Cells are empty if there are less than 10 respondents.

Table A9.11***Chronic Sad or Hopeless Feelings by Race/Ethnicity, Past 12 Months***

	Grade 6 %	Grade 7 %	Grade 8 %
Felt so sad or hopeless almost everyday for two weeks or more			
Hispanic or Latino			
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	22	12	32
Mixed (two or more) races		20	36

Note: Cells are empty if there are less than 10 respondents.

10. Gender Breakdowns

Table A10.1

School Supports and Academic Motivation by Gender

Percent of Students Scoring High	Grade 6		Grade 7		Grade 8	
	Female %	Male %	Female %	Male %	Female %	Male %
<i>School Environment</i>						
Total school supports	50	54	52	50	49	63
Caring adults in school	52	38	39	58	62	63
High expectations-adults in school	67	73	52	56	56	67
Meaningful participation at school	19	32	30	28	18	43
<i>School Connectedness</i>	61	72	88	78	67	87
<i>Parent Involvement in School</i>	64	62	70	67	67	57
<i>Academic Motivation</i>	43	48	36	36	38	27

Note: Cells are empty if there are less than 10 respondents.

Table A10.2

Select Perceived Safety, Harassment, Alcohol and Drug Use, and Mental Health Measures by Gender

	Grade 6		Grade 7		Grade 8	
	Female %	Male %	Female %	Male %	Female %	Male %
Perceived Safety at School						
Feel safe or very safe at school	77	78	97	81	63	90
Harassment/Bullying at School						
<i>During the past 12 month at school, have you been...</i>						
harassed/bullied for any of the five bias-related reasons	16	22	13	14	34	25
harassed/bullied for any reasons	32	30	25	19	47	39
Current ATOD Use						
<i>During the past 30 days, did you...</i>						
have at least one drink of alcohol at school	0	0	0	0	5	3
smoke cigarettes	0	4	0	0	3	0
have at least one drink of alcohol	0	4	9	6	21	17
use marijuana	0	0	0	3	10	3
Mental Health						
Chronic sad or hopeless feelings, past 12 months	21	19	13	14	45	21

Notes: Cells are empty if there are less than 10 respondents.

Appendix

2016-17 CHKS Secondary Survey Response Rates

Eligible Schools	6th %	7th %	8th %
Gold Trail	63	80	79

Notes: Response rates are presented by grade level. Eligible schools listed are based on CBEDS 2016-17 public school and enrollment data files. Directly funded charter schools have been excluded from the list.

CALIFORNIA HEALTHY KIDS SURVEY



Gold Trail Union Elementary Elementary 2016-2017 Main Report

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

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PREFACE

HYPERLINK FEATURE

The digital version of this report has been hyperlinked. Click on the title of a section or a table in the List of Tables and you will be automatically directed to the actual content section or table in the report.

This report provides the detailed results for each question from this school/district's *2016–17 California Healthy Kids Survey (CHKS)*, presented in tables organized by topic.

The CHKS, along with its two companion surveys—*California School Climate Survey (CSSS)* for staff and the *California School Parent Survey (CSPS)*—is a service of the California Department of Education (CDE). These three surveys form the *California School Climate, Health, and Learning Survey (Cal-SCHLS)* System, the largest, most comprehensive effort in the nation to regularly assess students, staff, and parents at the local level to provide key data on school climate and safety, learning supports and barriers, and stakeholder engagement, as well as youth development, health, and well-being. Exhibit 1, at the end of the Preface, presents the major school-related domains and constructs assessed by Cal-SCHLS at the elementary level.

These surveys grew out of CDE's commitment to helping schools promote the successful cognitive, social, emotional, and physical development of all students; create more positive, engaging school environments for students, staff, and parents; and ensure college and career readiness. They provide a wealth of information to guide school improvement and **Local Control and Accountability Plan (LCAP)** efforts, particularly in regard to the state priorities of enhancing school climate, pupil engagement, and parent involvement.

Factsheets, guidebooks, and other resources to help in understanding and using CHKS results are available for downloading from the survey website (chks.wested.org), including *Helpful Resources for Local Control and Accountability Plans* (chks.wested.org/resources/LCAP_Cal_SCHLS.pdf). The California Safe and Supportive Schools website (californias3.wested.org/) provides information and tools helpful in implementing effective strategies to address the needs identified by the survey.

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

THE SURVEY

The California Department of Education (CDE) has funded the CHKS since 1997 to provide data that would assist schools in: (1) fostering safe and supportive school climates, social-emotional competencies, and engagement in learning; (2) preventing youth health-risk behaviors and other barriers to academic achievement; and (3) promoting positive youth development, resilience, and well-being. A thorough understanding of the scope and nature of youth behaviors, attitudes, and learning conditions is essential to guide school improvement efforts, improve academic performance, and develop effective prevention, health, and youth development programs.

The CHKS is not just a standalone instrument but a data collection system that districts can customize to meet local needs and interests. The elementary-school CHKS consists of a required general Core Module and a series of optional, supplementary topic-focused modules, including a Social and Emotional Health Module (SEHM), that districts can elect to administer. Districts may also add their own questions of local interest in a custom module. Table 1 indicates the modules administered by the district/school.

Core Module

As outlined in Exhibit 1, the Core Module consists of key questions, identified by an expert advisory committee, that are considered most important for schools to guide improvement of academic, health, and prevention programs and promote student achievement, positive development, and well-being. The primary focus of the survey is assessing student perceptions and experiences related to school climate and engagement, learning supports, and health-related, non-academic learning barriers (e.g., substance use, bullying and violence, and poor physical and mental health).

To support school improvement efforts, the majority of questions on the CHKS assess school performance, engagement, climate, and experiences, including:

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

Supplementary Social Emotional Health Module (SEHM)

The (SEHM) greatly enhances the value of the CHKS as a strength- based assessment of positive emotions, engagement, ability to build and maintain relationships, and other social-emotional capacities linked to student mental health and well-being, academic success, and college and career readiness. It includes 35 items that capture the totality of core adolescent psychological assets.

SURVEY ADMINISTRATION AND SAMPLING

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

THE REPORT

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

UNDERSTANDING AND USING THE DATA

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

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

Sample Characteristics

Among the most important factors affecting the quality of survey results is the level of student participation. The validity and representativeness of the results will be adversely affected if the student response rate is lower than 70%. Even if the response rate is low, the results provide an indication of what those students who did respond felt about the school and their experiences and behavior.

Changes Between Survey Administrations

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

RESOURCES

The CHKS and Cal-SCHLS websites contain guidebooks and other tools for using and understanding survey results, including factsheets that show how data variables are related and offer suggestions for how data can be analyzed at the local level.

CDE's California Safe and Supportive Schools website ([CaliforniaS3.wested.org](https://californias3.wested.org)) contains a wealth of information and tools related to school climate improvement and social-emotional learning. It includes factsheets analyzing Cal-SCHLS data and *What Works Briefs* that provide guidance on strategies to implement.

The School Climate Connection Newsletter provides monthly announcements of resources, tools, webinars and workshops, and research. Sign up on the CHKS or CaliforniaS3 websites.

Helpful Resources for Local Control and Accountability Plans (chks.wested.org/resources/LCAP_Cal_SCHLS.pdf) describes how survey items align with LCAP priorities and indicators. Also available is an LCAP-related PowerPoint presentation (chks.wested.org/training-support/workshops-presentations).

NEXT STEPS

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

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

The following custom services (additional fees apply), are available through the Cal-SCHLS TA Center to help in fostering effective use of the results and provide additional information to support school and program improvement efforts and the LCAP process.

Request School Reports

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

Request Disaggregated Report or Analyses

The staff of the Regional TA Centers can produce reports that show how results vary by subgroups. For example, what are the characteristics of youth who are low in perceived safety, school connectedness, or academic motivation compared those who are high? This is particularly important given the LCAP requirements to address these needs. This helps in understanding the meaning of the results and developing interventions that target groups most in need.

Conduct Additional Analyses of Dataset

The complete dataset is available electronically for additional analysis (there is a small fee for preparation). The dataset enables analyses of patterns in the results, how they are interrelated, and how they vary by different subgroups of student and across schools within a district. You can also request an analysis by subgroups as a custom service.

Add Questions to Your Next Surveys

Determine what additional information is needed from students to guide school improvement efforts and add questions to your next CHKS or CSSS. Both surveys were designed so that schools can add additional questions to help them conduct a more individualized and comprehensive assessment.

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

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

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

Exhibit 1

Major School-related Domains and Constructs Assessed by Cal-SCHLS

	Student Core Module	Staff Survey	Parent Survey
School connectedness	✓		
Student learning engagement and motivation	✓	✓	✓
Student performance (grades)	✓		
Attendance (truancy, reasons for absence)		✓	
Academic mindset			
Academic rigor and norms—high expectations	✓	✓	✓
College and career readiness			✓
Teacher and other supports for learning	✓	✓	✓
Relationships between students and staff	✓	✓	✓
Relationships among students	✓	✓	✓
Relationships among staff		✓	
Parent involvement	✓	✓	✓
Meaningful participation and decision-making	✓	✓	✓
Staff supports		✓	
Perceived safety	✓	✓	✓
Discipline and order (policies, enforcement)		✓	✓
Violence and victimization (bullying)	✓	✓	✓
Alcohol, tobacco, and drug use	✓	✓	✓
Services and policies to address student needs		✓	
Student social-emotional competencies and health		✓	
Social-emotional and behavioral supports	✓	✓	✓
Respect for diversity and cultural sensitivity		✓	✓
Quality of physical environment		✓	✓

ACKNOWLEDGMENTS

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

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California Department of Education

Survey Module Administration

Table 1

CHKS Survey Modules Administered

Survey Module	Administered
A. Core (Required)	X
B. Cal-Well Module	
C. District After-School Module (DASM)	
D. Gang Risk Awareness Module (GRAM)	
E. Military Connected School Module	
F. Social Emotional Health Module	
G. Supplemental Health Module	
Z. Custom Questions	

Core Module Results

1. Survey Sample

Table A1.1

Student Sample Characteristics

Grade 5	
<i>Student Sample Size</i>	
Target sample	90
Final number	46
Average Response Rate	51%

2. Summary of Key Indicators

Table A2.1

Key Indicators of School Climate and Student Well-Being

	Grade 5 %	Table
School Engagement and Supports		
School connectedness (high)	59	A4.3
Academic motivation (high)	43	A4.3
Caring adult relationships (high)	62	A4.2
High expectations (high)	58	A4.2
Meaningful participation (high)	9	A4.2
School Safety		
Feel safe at school [†]	87	A7.1
Been hit or pushed	56	A7.2
Mean rumors spread about you	46	A7.2
Been called bad names or mean jokes made about you	41	A7.2
Saw a weapon at school [‡]	13	A7.4
Disciplinary Environment		
Students well-behaved [†]	59	A6.2
Students treated fairly when break school rules [†]	65	A6.1
Students treated with respect [†]	89	A6.1
Lifetime Substance Use		
Alcohol or drug use	20	A9.1
Cigarette smoking	0	A10.1
E-cigarette	0	A10.1

Notes: Cells are empty if there are less than 10 respondents.

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

3. Demographics

Table A3.1

Gender of Sample

	Grade 5 %
Female	39
Male	61

Question ES A.2: Are you female or male?

Note: Cells are empty if there are less than 10 respondents.

Table A3.2

Number of Days Attending Afterschool Program

	Grade 5 %
0 days	72
1 day	11
2 days	2
3 days	4
4 days	2
5 days	9

Question ES A.5: How many days a week do you usually go to your school's afterschool program?

Note: Cells are empty if there are less than 10 respondents.

4. School Performance, Supports, and Engagements

Table A4.1

Perceived School Performance

	Grade 5 %
One of the best students	26
Better than most students	30
About the same as others	41
Don't do as well as most others	2

Question ES A.19: How well do you do in your schoolwork?

Note: Cells are empty if there are less than 10 respondents.

Table A4.2***School Environment Scales***

	Grade 5	Table
Total school supports		
<i>Average Scale Score</i>	3.00	
High (%)	47	
Moderate (%)	51	
Low (%)	2	
Caring adults in school		
<i>Average Scale Score</i>	3.36	A4.4
High (%)	62	
Moderate (%)	38	
Low (%)	0	
High expectations-adults in school		
<i>Average Scale Score</i>	3.29	A4.5
High (%)	58	
Moderate (%)	42	
Low (%)	0	
Meaningful participation at school		
<i>Average Scale Score</i>	2.40	A4.6
High (%)	9	
Moderate (%)	82	
Low (%)	9	

Notes: Cells are empty if there are less than 10 respondents.

Table numbers refer to tables with item-level results for the survey questions that comprise each scale.

Table A4.3***School Connectedness and Academic Motivation Scales***

	Grade 5	Table
School Connectedness		
<i>Average Scale Score</i>	3.23	A4.7
High (%)	59	
Moderate (%)	41	
Low (%)	0	
Academic Motivation		
<i>Average Scale Score</i>	3.47	A4.8
High (%)	43	
Moderate (%)	41	
Low (%)	15	

Notes: Cells are empty if there are less than 10 respondents.

Table numbers refer to tables with item-level results for the survey questions that comprise each scale.

Table A4.4***Caring Relationships Scale Questions***

	Grade 5 mean/%
Caring adults in school	
<i>Average Scale Score</i>	3.36
<i>At school, teachers and other grown-ups... care about you.</i>	
No, never	0
Yes, some of the time	7
Yes, most of the time	33
Yes, all of the time	60
<i>listen when you have something to say.</i>	
No, never	0
Yes, some of the time	20
Yes, most of the time	43
Yes, all of the time	37

Question ES A.13, 20: Do the teachers and other grown-ups at school care about you?... Do the teachers and other grown-ups at school listen when you have something to say?

Note: Cells are empty if there are less than 10 respondents.

Table A4.5***High Expectations Scale Questions***

	Grade 5 mean/%
High expectations-adults in school	
<i>Average Scale Score</i>	3.29
<i>At school, teachers and other grown-ups... tell you when you do a good job.</i>	
No, never	2
Yes, some of the time	28
Yes, most of the time	39
Yes, all of the time	30
<i>believe that you can do a good job.</i>	
No, never	0
Yes, some of the time	9
Yes, most of the time	24
Yes, all of the time	67

Question ES A.14, 21: Do the teachers and other grown-ups at school tell you when you do a good job?... Do the teachers and other grown-ups at school believe that you can do a good job?

Note: Cells are empty if there are less than 10 respondents.

Table A4.6
Meaningful Participation Scale Questions

	Grade 5 mean/%
Opportunities for Meaningful Participation	
<i>Average Scale Score</i>	2.40
<i>At school...</i>	
I am given a chance to help decide things.	
No, never	41
Yes, some of the time	37
Yes, most of the time	17
Yes, all of the time	4
I do things to be helpful.	
No, never	4
Yes, some of the time	20
Yes, most of the time	53
Yes, all of the time	22

Question ES A.12, 22: Are you given a chance to help decide things at school, like class rules?... Do you do things to be helpful at school?

Note: Cells are empty if there are less than 10 respondents.

Table A4.7
School Connectedness Scale Questions

	Grade 5 mean/%
School Connectedness	
<i>Average Scale Score</i>	3.23
I feel close to people at school.	
No, never	7
Yes, some of the time	37
Yes, most of the time	24
Yes, all of the time	33
I am happy to be at this school.	
No, never	0
Yes, some of the time	15
Yes, most of the time	33
Yes, all of the time	52
I feel like I am part of this school.	
No, never	2
Yes, some of the time	15
Yes, most of the time	28
Yes, all of the time	54
Teachers treat students fairly at school.	
No, never	2
Yes, some of the time	17
Yes, most of the time	33
Yes, all of the time	48
I feel safe at school.	
No, never	2
Yes, some of the time	11
Yes, most of the time	35
Yes, all of the time	52

Question ES A.6-8, 11, 54: Do you feel close to people at school?... Are you happy to be at this school?... Do you feel like you are part of this school?... Do teachers treat students fairly at school?... Do you feel safe at school?

Note: Cells are empty if there are less than 10 respondents.

Table A4.8***Academic Motivation Scale Questions***

	Grade 5 mean/%
Academic Motivation	
<i>Average Scale Score</i>	3.47
I finish all my class assignments.	
No, never	0
Yes, some of the time	4
Yes, most of the time	41
Yes, all of the time	54
I try even harder the next time when I get a bad grade.	
No, never	2
Yes, some of the time	7
Yes, most of the time	16
Yes, all of the time	76
I keep working and working on my schoolwork until I get it right.	
No, never	2
Yes, some of the time	13
Yes, most of the time	43
Yes, all of the time	41
I do my class assignments even when they're really hard for me.	
No, never	0
Yes, some of the time	9
Yes, most of the time	33
Yes, all of the time	59

Question ES A.37-40: Do you finish all your class assignments?... When you get a bad grade, do you try even harder the next time?... Do you keep working and working on your schoolwork until you get it right?... Do you do your class assignments even when they're really hard for you?

Note: Cells are empty if there are less than 10 respondents.

Table A4.9
Positive Staff-Student Relationships and Expectations

	Grade 5 %
At school, do teachers and other grown-ups... make an effort to get to know you?	
No, never	7
Yes, some of the time	22
Yes, most of the time	39
Yes, all of the time	33
want you to do your best?	
No, never	0
Yes, some of the time	0
Yes, most of the time	9
Yes, all of the time	91

Question ES A.23, 24: Do the teachers and other grown-ups at school make an effort to get to know you?... Do the teachers and other grown-ups at school want you to do your best?

Note: Cells are empty if there are less than 10 respondents.

Table A4.10
School Pride

	Grade 5 %
Do you feel proud to belong to your school?	
No, never	0
Yes, some of the time	9
Yes, most of the time	36
Yes, all of the time	56

Question ES A.9: Do you feel proud to belong to your school?

Note: Cells are empty if there are less than 10 respondents.

5. Supports for Learning at School

Table A5.1

Supports for Learning

	Grade 5 %
Are the students at your school motivated to learn?	
No, never	4
Yes, some of the time	39
Yes, most of the time	52
Yes, all of the time	4
Do the teachers and other grown-ups at school ask you about your ideas?	
No, never	11
Yes, some of the time	48
Yes, most of the time	28
Yes, all of the time	13
Do the teachers and other grown-ups give you a chance to solve school problems?	
No, never	13
Yes, some of the time	37
Yes, most of the time	26
Yes, all of the time	24
Do you get to do interesting activities at school?	
No, never	0
Yes, some of the time	31
Yes, most of the time	40
Yes, all of the time	29

Question ES A.10, 15-17: Are the students at your school motivated to learn?... Do the teachers and other grown-ups at school ask you about your ideas?... Do the teachers and other grown-ups give you a chance to solve school problems?... Do you get to do interesting activities at school?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 5 %
Do your teachers ask you what you want to learn about?	
No, never	61
Yes, some of the time	30
Yes, most of the time	9
Yes, all of the time	0

Question ES A.18: Do your teachers ask you what you want to learn about?

Note: Cells are empty if there are less than 10 respondents.

Table A5.2
Supports for Social and Emotional Learning

	Grade 5 %
Does your school...	
help students solve conflicts with one another?	
No, never	2
Yes, some of the time	28
Yes, most of the time	48
Yes, all of the time	22
teach students to understand how other students think and feel?	
No, never	0
Yes, some of the time	24
Yes, most of the time	44
Yes, all of the time	31
teach students to feel responsible for how they act?	
No, never	2
Yes, some of the time	28
Yes, most of the time	39
Yes, all of the time	30
teach students to care about each other and treat each other with respect?	
No, never	0
Yes, some of the time	13
Yes, most of the time	50
Yes, all of the time	37

Question ES A.30-33: Does your school help students solve conflicts with one another?... Does your school teach students to understand how other students think and feel?... Does your school teach students to feel responsible for how they act?... Does your school teach students to care about each other and treat each other with respect?

Note: Cells are empty if there are less than 10 respondents.

6. Disciplinary Environment, Fairness, and Respect

Table A6.1

Clarity of Rules and Fairness

	Grade 5 %
Do students know what the rules are?	
No, never	2
Yes, some of the time	20
Yes, most of the time	37
Yes, all of the time	41
Are the school rules fair?	
No, never	0
Yes, some of the time	30
Yes, most of the time	46
Yes, all of the time	24
Are students treated fairly when they break school rules?	
No, never	4
Yes, some of the time	30
Yes, most of the time	37
Yes, all of the time	28
Do teachers and other grown-ups at school treat students with respect?	
No, never	0
Yes, some of the time	11
Yes, most of the time	39
Yes, all of the time	50

Question ES A.25-27, 29: Are the school rules fair?... Do teachers and other grown-ups at school treat students with respect?... Are students treated fairly when they break school rules?... Do students know what the rules are?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 5 %
Do you follow the classroom rules?	
No, never	0
Yes, some of the time	16
Yes, most of the time	33
Yes, all of the time	51
Do you follow the playground rules at recess and lunch times?	
No, never	0
Yes, some of the time	9
Yes, most of the time	33
Yes, all of the time	59
Do you listen when your teacher is talking?	
No, never	0
Yes, some of the time	11
Yes, most of the time	39
Yes, all of the time	50
Are students at this school well behaved?	
No, never	7
Yes, some of the time	35
Yes, most of the time	59
Yes, all of the time	0
Are you nice to other students?	
No, never	0
Yes, some of the time	2
Yes, most of the time	33
Yes, all of the time	65

Question ES A.28, 41-44: Are students at this school well behaved? ... Do you follow the classroom rules?... Do you follow the playground rules at recess and lunch times?... Do you listen when your teacher is talking?... Are you nice to other students?

Note: Cells are empty if there are less than 10 respondents.

7. School Violence, Victimization, and Safety

Table A7.1

Perceived Safety At or Outside of School

	Grade 5 %
Do you feel safe at school?	
No, never	2
Yes, some of the time	11
Yes, most of the time	35
Yes, all of the time	52
Do you feel safe on your way to and from school?	
No, never	2
Yes, some of the time	9
Yes, most of the time	26
Yes, all of the time	63

Question ES A.54, 55: Do you feel safe at school?... Do you feel safe on your way to and from school?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 5 %
Been hit or pushed	
No, never	44
Yes, some of the time	47
Yes, most of the time	9
Yes, all of the time	0
Mean rumors spread about you	
No, never	54
Yes, some of the time	37
Yes, most of the time	7
Yes, all of the time	2
Been called bad names or mean jokes made about you	
No, never	59
Yes, some of the time	37
Yes, most of the time	4
Yes, all of the time	0

Question ES A.48, 49, 51: Do other kids hit or push you at school when they are not just playing around?... Do other kids at school spread mean rumors or lies about you?... Do other kids at school call you bad names or make mean jokes about you?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 5 %
Have hit or pushed other kids	
0 times	70
1 time	11
2 times	13
3 or more times	7
Have said mean things about other students or called them bad names	
0 times	62
1 time	18
2 times	9
3 or more times	11
Have spread mean rumors about other kids	
0 times	87
1 time	7
2 times	7
3 or more times	0

Question ES A.45-47: During the past year, how many times have you hit or pushed other kids at school when you were not playing around?... During the past year, how many times have you spread mean rumors or lies about other kids at school?... During the past year, how many times at school have you said mean things about other students or called them bad names?

Note: Cells are empty if there are less than 10 respondents.

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

	Grade 5 %
Brought weapon to school	
No	100
Yes	0
Saw another kid with a weapon at school	
No	87
Yes	13

Question ES A.50, 52: During the past year, did you ever bring a gun or knife to school?... During the past year, have you ever seen another kid with a gun or knife at school?

Note: Cells are empty if there are less than 10 respondents.

Table A7.5
School Responses to Bullying

	Grade 5 %
Teachers and other grown-ups make it clear that bullying is not allowed.	
No, never	0
Yes, some of the time	7
Yes, most of the time	20
Yes, all of the time	73
If you tell a teacher that you've been bullied, the teacher will do something to help.	
No, never	5
Yes, some of the time	14
Yes, most of the time	36
Yes, all of the time	45
Students at your school try to stop bullying when they see it happening.	
No, never	17
Yes, some of the time	37
Yes, most of the time	33
Yes, all of the time	13

Question ES A.34-36: Do the teachers and other grown-ups make it clear that bullying is not allowed?... If you tell a teacher that you've been bullied, will the teacher do something to help?... Do students at your school try to stop bullying when they see it happening?

Note: Cells are empty if there are less than 10 respondents.

Table A7.6
Frequency of Being Home Alone

	Grade 5 %
No, never	54
Yes, some of the time	35
Yes, most of the time	2
Yes, all of the time	9

Question ES A.53: Are you home alone after school?

Note: Cells are empty if there are less than 10 respondents.

8. Home Supports and Involvement in Schooling

Table A8.1

High Expectations at Home

At home, a parent or some other grown-up...	Grade 5 %
believes that I can do a good job.	
No, never	0
Yes, some of the time	0
Yes, most of the time	7
Yes, all of the time	93
wants me to do my best.	
No, never	0
Yes, some of the time	0
Yes, most of the time	2
Yes, all of the time	98

Question ES A.66, 67: Does a parent or some other grown-up at home believe that you can do a good job?... Does a parent or some other grown-up at home want you to do your best?

Note: Cells are empty if there are less than 10 respondents.

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

At home, a parent or some other grown-up...	Grade 5 %
cares about my schoolwork.	
No, never	0
Yes, some of the time	4
Yes, most of the time	16
Yes, all of the time	80
asks if I did my homework.	
No, never	7
Yes, some of the time	11
Yes, most of the time	27
Yes, all of the time	55
checks my homework.	
No, never	23
Yes, some of the time	32
Yes, most of the time	23
Yes, all of the time	23
asks me about school.	
No, never	2
Yes, some of the time	9
Yes, most of the time	18
Yes, all of the time	70
asks me about my grades.	
No, never	7
Yes, some of the time	27
Yes, most of the time	18
Yes, all of the time	48

Question ES A.65, 68-71: Does a parent or some other grown-up at home care about your schoolwork?... Does a parent or some other grown-up at home ask if you did your homework?... Does a parent or some other grown-up at home check your homework?... Does a parent or some other grown-up at home ask you about school?... Does a parent or some other grown-up at home ask you about your grades?

Note: Cells are empty if there are less than 10 respondents.

9. Alcohol and Other Drug (AOD) Use

Table A9.1

Use of Alcohol or Other Drugs, Lifetime

	Grade 5 %
Alcohol, one or two sips	20
Alcohol, a full glass	0
Inhalants (to get high)	0
Marijuana	0
<i>None of the above</i>	80
<i>Any of the above</i>	20

Question ES A.59-61: Have you ever drunk beer, wine, or other alcohol?... Have you ever sniffed something through your nose to get “high?”... Have you ever smoked any marijuana (pot, grass, weed)?

Note: Cells are empty if there are less than 10 respondents.

Table A9.2

Perception of Health Risk of Alcohol and Marijuana Use

	Grade 5 %
Alcohol	
No, not bad	7
Yes, a little bad	49
Yes, very bad	44
Marijuana	
No, not bad	2
Yes, a little bad	11
Yes, very bad	62
I don’t know what marijuana is	24

Question ES A.63, 64: Do you think drinking alcohol (beer, wine, liquor) is bad for a person’s health?... Do you think using marijuana (pot, grass, weed) is bad for a person’s health?

Note: Cells are empty if there are less than 10 respondents.

10. Tobacco Use

Table A10.1

Use of Cigarettes and E-Cigarettes, Lifetime

	Grade 5 %
Ever smoked a cigarette	0
Part of a cigarette, like one or two puffs	0
A whole cigarette	0
Ever used an electronic cigarette, e-cigarette, or other vaping device	0

Question ES A.57, 58: Have you ever smoked a cigarette?... Have you ever used an electronic cigarette, e-cigarette, or other vaping device such as e-hookah, hookah pens, or vape pens?

Note: Cells are empty if there are less than 10 respondents.

Table A10.2

Perception of Health Risk of Cigarette Smoking

	Grade 5 %
No, not bad	0
Yes, a little bad	9
Yes, very bad	91

Question ES A.62: Do you think smoking cigarettes is bad for a person's health?

Note: Cells are empty if there are less than 10 respondents.

11. Physical Health

Table A11.1

Breakfast Consumption

	Grade 5 %
No	15
Yes	85

Question ES A.4: Did you eat breakfast this morning?

Note: Cells are empty if there are less than 10 respondents.

Table A11.2

Body Image

	Grade 5 %
Ever been teased about your body at school	
No	67
Yes	33

Question ES A.56: Have other kids at school ever teased you about what your body looks like?

Note: Cells are empty if there are less than 10 respondents.

12. Gender Breakdowns

Table A12.1

School Developmental Supports, Connectedness, and Academic Motivation by Gender

Percent of Students Scoring High	Grade 5	
	Female %	Male %
<i>School Environment</i>		
Total school supports	71	31
Caring adults in school	76	54
High expectations-adults in school	61	56
Meaningful participation at school	17	4
<i>School Connectedness</i>	78	46
<i>Academic Motivation</i>	56	36

Note: Cells are empty if there are less than 10 respondents.

Table A12.2

Student Positive Behavior by Gender

	Grade 5	
	Female %	Male %
Follow classroom rules ^A	94	78
Listen when teacher is talking ^A	89	89
Nice to other students ^A	100	96

Notes: Cells are empty if there are less than 10 respondents.

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

Table A12.3
School Safety-Related Indicators by Gender

	Grade 5	
	Female	Male
	%	%
<i>Been Harassed on School Property^A</i>		
Been hit or pushed	56	56
Mean rumors spread about you	44	46
Been called bad names/mean jokes made about you	44	39
Feels safe at school most/all of the time	89	86

Notes: Cells are empty if there are less than 10 respondents.

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

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

	Grade 5	
	Female	Male
	%	%
Lifetime AOD Use		
Alcohol, one or two sips	6	30
Alcohol, a full glass	0	0
Inhalants (to get high)	0	0
Marijuana	0	0
<i>Any of the above</i>	6	30
Perceived Health Risk^A		
Alcohol	100	89
Marijuana ^B	100	96

Notes: Cells are empty if there are less than 10 respondents.

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

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

Table A12.5
Selected Tobacco Measures by Gender

	Grade 5	
	Female %	Male %
Ever smoked a cigarette	0	0
Part of a cigarette, like one or two puffs	0	0
A whole cigarette	0	0
Electronic cigarette, e-cigarette, or other vaping device	0	0
Perceived health risk of cigarette smoking ^A	100	100

Notes: Cells are empty if there are less than 10 respondents.

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

Appendix

2016-17 CHKS Elementary Survey Response Rates

Eligible Schools	5th %
Gold Trail	51
Sutters Mill	

Notes: Response rates are presented by grade level. Eligible schools listed are based on CBEDS 2016-17 public school and enrollment data files. Directly funded charter schools have been excluded from the list.

AGENDA ITEM 9.0 REPORT: Budget Revise
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BACKGROUND

The Board of Trustees recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. W. Scarlett, Chief Fiscal Officer, will present to the Board current information regarding the 45 day budget revise. (*Education Code 42127, Board Policy 3100*)

ATTACHMENTS

➤ **45 Day Budget Revise**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

17/18 45 Day Budget Revise	Adopted	SSC LCFF Change	Lottery	Block Grant	One-time (Unrestricted)	45 Day Revise
Funded ADA	652					652
REVENUE						
LCFF (SSC/DOF)	5,334,901	(2,177)				5,332,724
Federal	93,020					93,020
Other State	382,953		3,398	1,247	95,697	483,295
Local	287,804					287,804
Revenue	6,098,678	(2,177)	3,398	1,247	95,697	6,196,843
EXPENDITURES						
Salaries and Benefits	5,271,458					5,271,458
Supplies and Services	758,316					758,316
Capital equipment	213,169					213,169
Transfers out	81,066					81,066
Reductions Needed						-
Expenditures	6,324,009	-	-	-	-	6,324,009
Net Increase (Decrease)	(225,331)	(2,177)	3,398	1,247	95,697	(127,166)
Beginning Fund Balance	533,585					533,585
Ending Fund Balance	308,254					406,419
Legally Restricted Funds	0					0
Locally Restricted Funds	(25,000)					(25,000)
UNRESTRICTED Fund Balance	283,254					381,419
Required 4% Reserve (EUR)	253,000					253,000

2017/18 45 Day Assumptions Changes

LCFF includes 1.56% COLA, 23.7% EPA and GAP funding (SSC/DOF) of ~~43.97%~~ 43.19%.

Federal categoricals: Title I \$33K, Title II \$9K, REAP \$0, Special Ed \$50K & \$0K Forest Reserves, \$1.6K LEP

State categoricals: Lottery/Prop 20 ~~\$98K/\$31K~~ \$99/33K, Mandate BG ~~\$19K~~ \$20K, ERMHS \$31, 1T Mandate ~~\$0K~~ \$96K.

K-3 grade span classes are fully funded and class sizes are reduced from contract maximum of 29:1 to current K-3 average of 22:1 4-8

Sal/bens: 0% Salary schedule inc, includes actual step/col and STRS/PERS increase, PY FTE's reduced to 35.22 cert & 29.62 class, retire incnt \$57K

Books, supplies/serv: \$25K textbook, supplies/services @ prior year + 3% , cap proj all Prop 39 \$213K, no other one-time

17/18 45 Day Revised Budget & Multi Year Projections	17/18 Adopted	45 day Change	17/18 Revised	18/19 Adopted	45 day Change	18/19 Revised	19/20 Adopted	45 day Change	19/20 Revised
Funded ADA	652		652	632	-	632	607	-	607
REVENUE									
LCFF (SSC)	5,334,901	(2,177)	5,332,724	5,275,231	(1,072)	5,274,159	5,191,873	(383)	5,191,490
Federal	93,020		93,020	85,404		85,404	80,504		80,504
Other State	382,953	100,342	483,295	376,345	4,000	380,345	367,585	4,000	371,585
Local	287,804		287,804	286,174		286,174	285,174		285,174
Revenue	6,098,678	98,165	6,196,843	6,023,154	2,928	6,026,082	5,925,136	3,617	5,928,753
EXPENDITURES									
Salaries and Benefits	5,271,458		5,271,458	5,319,380		5,319,380	5,363,471		5,363,471
Supplies and Services	758,316		758,316	781,065		781,065	804,498		804,498
Capital equipment	213,169		213,169	4		4	4		4
Transfers out	81,066		81,066	81,066		81,066	73,402		73,402
Reductions Needed				(200,000)		(200,000)	(300,000)		(300,000)
Expenditures	6,324,009	-	6,324,009	5,981,515	-	5,981,515	5,941,375	-	5,941,375
Net Increase (Decrease)	(225,331)	98,165	(127,166)	41,639	2,928	44,567	(16,239)	3,617	(12,622)
Beginning Fund Balance	533,585		533,585	308,254		406,419	349,893		450,986
Ending Fund Balance	308,254		406,419	349,893		450,986	333,654		438,364
Legally Restricted Funds	-		-	-		-	-		-
Locally Restricted Funds	(25,000)		(25,000)	(25,000)		(25,000)	(25,000)		(25,000)
UNRESTRICTED Fund Balance	283,254		381,419	324,893		425,986	308,654	0	413,364

Required 4% Reserve (EUR)	253,000	253,000	239,000	239,000	238,000	238,000
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2018/19 45 Day Assumption Changes

LCFF includes 2.15% COLA, 22.7% EPA and GAP funding (SSC) of ~~39.03%~~ 39.12% (Note: DOF GAP funding ~~71.53%~~ = +\$77K 66.12% = +\$65K)

Federal categoricals: Title 1 \$29K, Title II \$9K, REAP \$0, Special Ed \$47K & \$0K Forest Reserves

State categoricals: Lottery/Prop 20 = ~~\$95K/\$30K~~ \$96/32K, No Prop 39 \$0, Mandate Cost Block Grant ~~\$19K~~ \$20K, ERMHS \$28K

K-3 grade span classes are fully funded and class sizes are reduced from contract maximum of 29:1 to K-3 average of 22:1

Sal/ben: 0% salary schedule inc, PY+\$98K cert/class step col cost inc, +STRS/PERS inc \$51/\$29K, less 1 cert FTE, less \$42 class reducts, retire incnt \$57K

Books, supplies & serv = 17/18 plus 3%, no other one-time

2019/20 45 Day Assumption Changes

LCFF includes 2.35% COLA, 22.7% EPA and GAP funding of ~~41.51%~~ (Note: DOF GAP funding ~~73.51%~~ = +\$96K)

Federal categoricals: Title 1 \$29K, Title II \$9K, REAP \$0K, Special Ed \$40K & \$0K Forest Reserves

State categoricals: Lottery/Prop 20 = ~~\$91K/\$28K~~ \$92/30K, No Prop 39 \$0, Mandate Cost Block Grant ~~\$18K~~ \$19K, ERMHS \$25K

K-3 grade span classes are fully funded and class sizes are reduced from contract maximum of 29:1 to K-3 average of 22:1

Sal/ben: 0% salary schedule inc, PY+\$99K cert/class step col cost inc, +STRS/PERS inc \$46K/\$27K, less 1 cert FTE, less \$43 class reducts, retire incnt \$46K

Books, supplies & serv are 18/19 + 3%, no other one-time

17/18 45 Day Revised Budget & Multi Year Projections	17/18 Adopted	45 day Change	17/18 Revised	18/19 Adopted	45 day Change	18/19 Revised	19/20 Adopted	45 day Change	19/20 Revised
Funded ADA	652		652	632	-	632	607	-	607
REVENUE									
LCFF (DOF)	5,334,901	(2,177)	5,332,724	5,275,231	63,522	5,338,753	5,191,873	77,505	5,269,378
Federal	93,020		93,020	85,404		85,404	80,504		80,504
Other State	382,953	100,342	483,295	376,345	4,000	380,345	367,585	4,000	371,585
Local	287,804		287,804	286,174		286,174	285,174		285,174
Revenue	6,098,678	98,165	6,196,843	6,023,154	67,522	6,090,676	5,925,136	81,505	6,006,641
EXPENDITURES									
Salaries and Benefits	5,271,458		5,271,458	5,319,380		5,319,380	5,363,471		5,363,471
Supplies and Services	758,316		758,316	781,065		781,065	804,498		804,498
Capital equipment	213,169		213,169	4		4	4		4
Transfers out	81,066		81,066	81,066		81,066	73,402		73,402
Reductions Needed				(200,000)		(200,000)	(300,000)		(300,000)
Expenditures	6,324,009	-	6,324,009	5,981,515	-	5,981,515	5,941,375	-	5,941,375
Net Increase (Decrease)	(225,331)	98,165	(127,166)	41,639	67,522	109,161	(16,239)	81,505	65,266
Beginning Fund Balance	533,585		533,585	308,254		406,419	349,893		515,580
Ending Fund Balance	308,254		406,419	349,893		515,580	333,654		580,846
Legally Restricted Funds	-		-	-		-	-		-
Locally Restricted Funds	(25,000)		(25,000)	(25,000)		(25,000)	(25,000)		(25,000)
UNRESTRICTED Fund Balance	283,254		381,419	324,893		490,580	308,654	0	555,846

Required 4% Reserve (EUR)	253,000	253,000	239,000	239,000	238,000	238,000
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2018/19 45 Day Assumption Changes

LCFF includes 2.15% COLA, 22.7% EPA and GAP funding (SSC) of ~~39.03%~~ 39.12% (Note: DOF GAP funding ~~71.53%~~ = +\$77K 66.12% = +\$65K)

Federal categoricals: Title 1 \$29K, Title II \$9K, REAP \$0, Special Ed \$47K & \$0K Forest Reserves

State categoricals: Lottery/Prop 20 = ~~\$95K/\$30K~~ \$96/32K, No Prop 39 \$0, Mandate Cost Block Grant ~~\$19K~~ \$20K, ERMHS \$28K

K-3 grade span classes are fully funded and class sizes are reduced from contract maximum of 29:1 to K-3 average of 22:1

Sal/ben: 0% salary schedule inc, PY+\$98K cert/class step col cost inc, +STRS/PERS inc \$51/\$29K, less 1 cert FTE, less \$42 class reducts, retire incnt \$57K

Books, supplies & serv = 17/18 plus 3%, no other one-time

2019/20 45 Day Assumption Changes

LCFF includes 2.35% COLA, 22.7% EPA and GAP funding of ~~41.51%~~ (Note: DOF GAP funding ~~73.51%~~ = +\$96K)

Federal categoricals: Title 1 \$29K, Title II \$9K, REAP \$0K, Special Ed \$40K & \$0K Forest Reserves

State categoricals: Lottery/Prop 20 = ~~\$91K/\$28K~~ \$92/30K, No Prop 39 \$0, Mandate Cost Block Grant ~~\$18K~~ \$19K, ERMHS \$25K

K-3 grade span classes are fully funded and class sizes are reduced from contract maximum of 29:1 to K-3 average of 22:1

Sal/ben: 0% salary schedule inc, PY+\$99K cert/class step col cost inc, +STRS/PERS inc \$46k/\$27K, less 1 cert FTE, less \$43 class reducts, retire incnt \$46K

Books, supplies & serv are 18/19 + 3%, no other one-time

AGENDA ITEM 10.0 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 (BB 9324)

Regular Meeting of June 15, 2017

Regular Meeting of June 22, 2017

The Board will take action to approve the Minutes.

.2 Warrants (BP 3314)

The Board will take action to approve the expenditures.

.3 Personnel

Re-Hire

C. Fanning, Teacher Associate, 4.25 hours per day, effective August 15, 2017

T. Hanks, Teacher Associate, 3.5 hours per day, effective August 15, 2017

N. Pifferini, Teacher Associate, 6.0 hours per day, effective August 15, 2017

S. Sarmago, Teacher Associate-Bilingual, 6.0 hours per day, effective August 15, 2017

J. Whitmore, Teacher, 1.0 FTE, effective August 14, 2017

Hiring

F. Davis, Bus Driver, 4.0 hours per day, effective August 14, 2017

F. Davis, Playground Monitor, 1.5 hours per day, effective August 15, 2017

T. Hanks, Playground Monitor, .75 hours per day, effective August 15, 2017

S. Harm, Teacher, Temporary, .40 FTE, effective 2017-18 School Year

J. Harriman, Classroom Aide—PE, 1.25 hours per day, effective August 15, 2017

J. Harriman, Playground Monitor, .75 hours per day, effective August 15, 2017

K. Nunez, Cafeteria Aide, .25 hours per day, effective August 15, 2017

M. Webb, Playground Monitor, .25 hours per day, effective August 15, 2017

A. Yost, Advisor: Yearbook, effective 2017-18 School Year

Resignation

G. Matyac, Classroom Aide—PE, 2.75 hours per day, effective June 22, 2017

W. Scarlett, Chief Fiscal Officer, effective September 30, 2017

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

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

.5 Approval of District Representatives to Employee Negotiations

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

.6 Williams Act Uniform Complaint Procedures Quarterly Report

The Board will accept the report as presented.

.7 Contract for Services: Action Nursing 2017-18

The Board will approve the contract for contingency medical services.

- .8 **Contract for Services: Growing Healthy Children 2017-18**
 The Board will approve the contract between Growing Healthy Children Therapy Services, Inc. and the Gold Trail Union School District for occupational and physical therapy services for the 2017-18 school year.
- .9 **Memorandum of Understanding: Black Oak Mine Unified School District**
 The Board will approve the Memorandum of Understanding between the Black Oak Mine Unified School District and the Gold Trail Union School District for a Mental Health Therapist for the 2017-18 school year.
10. **Resolution 2017-18: 08-01 Authorization to Teach**
 As allowed by Education Code 44256, to permit the District flexibility in assigning teaching staff, the Board will adopt subject Resolution.
11. **Second Reading and Adoption of Board Policies, Administrative Regulations and Board Bylaws**
 - ❖ BP/AR 1312.3, Uniform Complaint Procedures (BP/AR revised)
 - ❖ BP 1340, Access to District Records (BP revised)
 - ❖ BP 2121, Superintendent's Contract (BP revised)
 - ❖ BP/AR 3551, Food Service Operations/Cafeteria Plan (BP/AR revised)
 - ❖ AR 3580, District Records (AR Revised)
 - ❖ BP/AR 4127, 4227, 4327, Temporary Athletic Team Coaches (BP/AR revised)
 - ❖ BP 4312.1, Contracts (BP revised)
 - ❖ AR 5145.3, Nondiscrimination/Harassment (AR revised)
 - ❖ BP 6142.93, Science Instruction (BP revised)
 - ❖ BP 6145, Extracurricular and Cocurricular Activities (BP revised)
 - ❖ BP/AR 6145.2, Athletic Competition (BP/AR revised)
 - ❖ BP/AR 6178.1, Work-Based Learning (BP/AR revised)
 - ❖ BP 7214, General Obligation Bonds (BP revised)
 - ❖ BB 9012, Board Member Electronic Communications (BB revised)

The Board will adopt the roster.

President Script:

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

NOTES

PULL (If Applicable)

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

AGENDA ITEM

Consent

10.1 Meeting Minutes (Board Bylaw 9324)

Regular Meeting of June 15, 2017

Regular Meeting of June 22, 2017

BACKGROUND

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

ATTACHMENTS

➤ **Regular Meeting of June 15, 2017**

➤ **Regular Meeting of June 22, 2017**

BUDGETED

☒ NA

☐ Yes

☐ No

☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the minutes.

NOTES

If pulled from Consent

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

Gold Trail Union School District



BOARD OF TRUSTEES

Regular and Closed Session Meeting

Thursday, June 15, 2017

OPEN AND CLOSED SESSION MINUTES

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

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

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

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

*An Equal Opportunity
Employer*

1. CALL TO ORDER

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

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

Members absent: None

2. PUBLIC SESSION

J. Murchison, superintendent, led the flag salute.

3. ACTION ITEM: Adoption of Agenda

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

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

4. OPEN HEARING

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

5. PUBLIC HEARING: 2017-18 Local Control Accountability Plan

A public hearing was held to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control Accountability Plan (LCAP) or the annual update. No one addressed the Board.

6. PUBLIC HEARING: 2017-18 Budget Adoption

A public hearing was held to allow any district resident to speak to the proposed budget or to any item in the budget. No one addressed the Board.

7. PUBLIC HEARING: Resolution 2017-18 Education Protection Account /Proposition 30

A public hearing was held to allow any district resident to speak to this resolution or to any item in the resolution. No one addressed the Board.

8. PUBLIC HEARING: 2017-18 Adopted Budget Statement of Reserves

A public hearing was held to allow any district resident to speak to the proposed statement or to any item in the statement. No one addressed the Board.

9. RECOGNITION: The Board recognized Dr. Douglas M. Stadler, DDS, Inc., for their continued support of the Gold Trail School fourth grade program.

10. REPORT: 2016-17 Program Evaluations

J. Murchison, superintendent, reported on various educational and enrichment programs offered throughout the District

11. REPORT: 2016-17 Independent Study

The annual information was brought forward to the Board.

12. REPORT: 2017-18 Local Control Accountability Plan (LCAP)

J. Murchison, superintendent, presented the District's proposed 2017-18 LCAP.

13. REPORT: 2017-18 Proposed Budget

W. Scarlett, chief fiscal officer, presented the District's proposed 2017-18 Budget.

14. CONSENT ITEMS

.1 Meeting Minutes (BB 9324)

Regular Meeting of May 11, 2017

The Board will take action to approve the Minutes.

.2 Warrants (BP 3314)

The Board will take action to approve the expenditures.

.3 Personnel

Hiring

B. Bilyeu, Athletic Coach: 7th Boys' Basketball, effective 2017-18 school year

B. Bilyeu, Athletic Coach: 8th Boys' Basketball, effective 2017-18 school year

C. Bruns, BTSA Support Provider, effective 2017-18 school year

G. Cain, Coordinator: 8th Grade Activities, effective 2017-18 school year

G. Cain, Director: Honor Band, effective 2017-18 school year

G. Cain, Director: Jazz Band, effective 2017-18 school year

S. Canfield, Athletic Coach: Cross Country, effective 2017-18 school year

R. Carlton, Athletic Coach: 7 Girls' Basketball, effective 2017-18 school year

R. Carlton, Athletic Coach: 8 Girls' Basketball, effective 2017-18 school year

R. Carlton, Athletic Coach: 7 Boys' Volleyball, effective 2017-18 school year

R. Carlton, Athletic Coach: 8 Boys' Volleyball, effective 2017-18 school year

R. Carlton, Athletic Coach: 8 Girls' Volleyball, effective 2017-18 school year

D. Edney, Instructor: Tutorial, effective 2017-18 school year

D. Hornsby, Athletic Coach: Cross Country, effective 2017-18 school year

L. Kramer, Athletic Coach: 7 Girls' Volleyball, effective 2017-18 school year

K. Mulligan, BTSA Support Provider, effective 2017-18 school year

J. Nixon, Consultant: GATE, effective 2017-18 school year

J. Perez, Advisor: CJSF, effective 2017-18 school year

J. Perez, Advisor: Student Activities, effective 2017-18 school year

J. Perez, Athletic Coach: Track, effective 2017-18 school year
J. Perez, Director: Athletic, effective 2017-18 school year
B. Wagner, BTSA Support Provider, effective 2017-18 school year
Y. Yates, Home/Hospital Teacher, 7th Grade, effective 2017-18 school year

Leave of Absence

L. Molinari, Teacher, .40 FTE Leave of Absence, effective 2017-18 school year.

.4 Consolidated Application and Reporting System (CARS) Spring 2017 Data Collection

This application for funding for Categorical Aid programs is coordinated through the El Dorado County Office of Education and is presented for Board approval.

.5 2017-18 El Dorado County Office of Education Agreement for County School Services to School Districts

The Board will approve the agreement.

.6 2017-18 Substitute/Guest Teacher Salary Schedule

The Board will approve the schedule.

.7 Certification of Signatures

The Board will approve the update to the district signature authority for the calendar year 2017. (*Education Code 42632 and 42633*)

.8 Memorandum of Understanding Re: Library Services

The Board will authorize the execution of a Memorandum of Understanding between the El Dorado County Office of Education and the District for oversight of Library services.

.9 Job Description

❖ Teacher Associate: Bilingual

Item 6, 2017-18 Substitute/Guest Teacher Salary Schedule, was pulled for discussion.

MOTION WAS MADE by D. Lander and duly seconded by J. Barbieri to adopt the consent agenda, minus item 6, and the vote was as follows:

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

MOTION WAS MADE by D. Lander and duly seconded by J. Barbieri, to add the classified salary schedule to this item and to then adopt both schedules, and the vote was as follows:

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

15. ACTION ITEM: 2017-18 Home to School Transportation Fees

MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander to adopt the fee schedule, and the vote was as follows:

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

- 16. ACTION ITEM: 2017-18 Transportation Vehicle Maintenance Agreement with Buckeye Union School District**
MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander to approve the agreement, and the vote was as follows:
AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES: None
ABSENCES: None
ABSTENSIONS: None MOTION CARRIED
- 17. ACTION ITEM: 2017-18 Education Protection Account/Proposition 30**
MOTION WAS MADE by D. Lander and duly seconded by J. Bauer to approve the resolution, and the vote was as follows:
AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES: None
ABSENCES: None
ABSTENSIONS: None MOTION CARRIED
- 18. DISCUSSION ITEM: Administrative Reports**
The Board members and administration reported on District activities.
- 19. CLOSED SESSION OPEN HEARING**
No one addressed the Board.
- 20. CLOSED SESSION**
The Board adjourned to closed session at 7:15 p.m.
.1 CONFERENCE WITH LABOR NEGOTIATORS (*Government Code Section 54957.6*)
Closed session was cancelled.
.2 PERSONNEL
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (*Board Policy 2140*)
Title: Superintendent
Closed session attendants: Board members and J. Murchison, superintendent
- 21. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE**
The Board reconvened Public Session at 7:31 p.m. The Board gave J. Murchison, superintendent, his annual evaluation.
- 22. FUTURE REGULAR MEETING SCHEDULE**
Date: June 22, 2017 Time: 6:00 p.m. Location: Gold Trail School Library
Agenda Items for that meeting may include but are not limited to:
Local Control Accountability Plan (LCAP) Adoption (Annual)
Budget Adoption (Annual)

There being no further business to come before the Board, MOTION WAS MADE by S. Hennike and duly seconded by J. Barbieri and carried to adjourn the meeting 7:32 p.m. and the vote was as follows:

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

S. Hennike, President

J. Murchison, Secretary

Gold Trail Union School District



District Office

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

Board of Trustees

Sue Hennike
President
Janet Barbieri
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Julie Bauer
Micah Howser
Daryl Lander

Sutter's Mill School (K-3)

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Scott Lyons
Superintendent/Principal

Gold Trail School (4-8)

889 Cold Springs Road
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1.530.626.2595
Fax 1.530.626.3289
Boyd Holler
Principal

An Equal Opportunity
Employer

BOARD OF TRUSTEES

Regular and Closed Session Meeting

Thursday, June 22, 2017

OPEN AND CLOSED SESSION MINUTES

1. CALL TO ORDER

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

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

Members absent: None

2. PUBLIC SESSION

J. Murchison, superintendent, led the flag salute.

3. ACTION ITEM: Adoption of Agenda

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

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

4. OPEN HEARING

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. S. Lyons, incoming superintendent, thanked J. Murchison for his thirty six years of continued commitment, outstanding support, and exemplary service to the district.

5. CONSENT ITEMS

.1 Third Interim Budget Report

.2 Agreement for Legal Services: Lozano Smith 2017-18

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

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

6. ACTION ITEM: 2017-18 Local Control Accountability Plan

MOTION WAS MADE by D. Lander and duly seconded by J. Barbieri to adopt the plan, and the vote was as follows:

AYES:	Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES:	None
ABSENCES:	None
ABSTENSIONS:	None

MOTION CARRIED

7. ACTION ITEM: 2017-18 Budget

MOTION WAS MADE by S. Hennike and duly seconded by J. Bauer to adopt the budget, and the vote was as follows:

AYES:	Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES:	None
ABSENCES:	None
ABSTENSIONS:	None

MOTION CARRIED

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

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

BP 1340, Access to District Records (BP revised)

BP 2121, Superintendent's Contract (BP revised)

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

AR 3580, District Records (AR Revised)

BP/AR 4127, 4227, 4327, Temporary Athletic Team Coaches (BP/AR revised)

BP 4312.1, Contracts (BP revised)

AR 5145.3, Nondiscrimination/Harassment (AR revised)

BP 6142.93, Science Instruction (BP revised)

BP 6145, Extracurricular and Cocurricular Activities (BP revised)

BP/AR 6145.2, Athletic Competition (BP/AR revised)

BP/AR 6178.1, Work-Based Learning (BP/AR revised)

BP 7214, General Obligation Bonds (BP revised)

BB 9012, Board Member Electronic Communications (BB revised)

MOTION WAS MADE by S. Hennike and duly seconded by J. Barbieri to approve the roster for first reading, and the vote was as follows:

AYES:	Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES:	None
ABSENCES:	None
ABSTENSIONS:	None

MOTION CARRIED

9. FUTURE REGULAR MEETING SCHEDULE

Date: August 3, 2017 Time: 6:00 p.m. Location: Gold Trail School Library

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

Administrative Members to PAR (Annual)
Board Policies, Administrative Regulations and Board Bylaws Updates
California Healthy Kid Survey Results (Prior Year) (Annual, if applicable)
Classroom Teacher Assignments (Annual)
District Representatives to Employee Negotiations (Annual)
Food Services Report (Prior Year) (Annual)
NPS Service Contracts (Incl. nursing services), if applicable
Williams Act Uniform Complaint Procedures Quarterly Report

There being no further business to come before the Board, MOTION WAS MADE by J. Bauer and duly seconded by D. Lander and carried to adjourn the meeting 6:07 p.m. and the vote was as follows:

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

S. Hennike, President

S. Lyons, Secretary

AGENDA ITEM Consent

10.2 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 approve the warrants.

NOTES

If pulled from Consent

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

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7034 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
80560021	101625/	TERRY AGUILAR													
		PV-170657		01-0000-0-4300-1110-1000-003-0300-53-000										CLASSROOM SUPPLIES	105.98
				01-0000-0-4300-1110-1000-003-0300-53-000										CLASSROOM SUPPLIES	277.69
				WARRANT TOTAL											\$383.67
80560022	002668/	AMERICAN RED CROSS													
	175164	PO-170164	1.	01-0000-0-4300-0000-3140-000-0000-00-000										22024194 1ST AID/CPR/AED CERTS	227.00
				WARRANT TOTAL											\$227.00
80560023	000623/	ARNOLDS FOR AWARDS													
		PV-170658		01-0000-0-4300-0000-2700-003-0000-00-000										77975 GRADUATION AWARDS	484.61
				WARRANT TOTAL											\$484.61
80560024	100716/	AT&T													
		PV-170659		01-0000-0-5901-0000-2700-003-1210-00-000										9761296 GT	64.97
				01-0000-0-5901-0000-7200-000-1210-00-000										9761295 D O	26.65
				01-0000-0-5901-0000-7700-000-1210-00-000										9761293 PRI	299.19
				WARRANT TOTAL											\$390.81
80560025	081546/	KATHLEEN AYRE													
		PV-170660		01-0000-0-4300-1110-1000-002-0200-00-000										KINDER PROJECTS	97.24
				01-0000-0-4300-1110-1000-002-0300-45-000										AYRE CLASSROOM SUPPLIES	355.10
				01-0000-0-4300-1110-1000-002-0300-51-000										AYRE KINDER SUPPLIES	36.04
				WARRANT TOTAL											\$488.38
80560026	100912/	BANK OF AMERICA													
		PV-170667		01-0000-0-4300-0000-2700-002-0000-22-000										SM OFFICE SUPPLIES	20.81
				01-0000-0-4300-0000-2700-003-1210-33-000										GT OFFICE AERIES PRINTER	105.99
				01-0000-0-4300-0000-3600-000-0000-00-000										TRANSPORTATION SUPPLIES	166.53
				01-0000-0-4300-0000-3600-000-0000-00-000										TRANSPORTATION SUPPLIES	120.33
				01-0000-0-4300-0000-7100-000-0000-00-000										EMP APPRECIATION SUPPLIES	75.17
				01-0000-0-4300-0000-7100-000-0000-00-000										EMP APPRECIATION SUPPLIES	164.32

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/16/2017

06/16/17 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7034 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		
			01-0000-0-4300-0000-8100-000-0000-00-000	GT MOWER REPAIR PARTS		197.39
			01-0000-0-4300-0000-8100-002-0000-00-000	SM MAINTENANCE SUPPLIES		221.52
			01-0000-0-4300-0000-8100-003-0000-00-000	GT MAINTENANCE SUPPLIES		258.67
			01-0000-0-4300-1110-1000-000-0000-00-000	MURCHISON VISA USE-REIMBURSABL		96.02
			01-0000-0-4300-1110-1000-002-0000-22-000	SM RECESS EQUIPMENT		68.40
			01-0000-0-4300-1110-1000-002-0100-00-000	YOGURT-KINDER EARTH DAY FT		268.00
			01-0000-0-4300-1110-1000-002-0300-60-000	BRAITHWAITE ASTROBRIGHT PAPER		40.51
			01-0000-0-4300-1110-1000-002-0300-73-000	SWANEY ASTROBRIGHT PAPER		40.51
			01-0000-0-4300-1110-1000-003-0000-22-000	SCIENCE SUPPLIES		33.88
			01-0000-0-4370-0000-3600-000-0000-00-000	TRANSPORTATON FUEL		31.77
			01-0000-0-5200-0000-7100-000-0000-00-000	ORIO CREDENTIALING WORKSHOP		35.00
			01-0000-0-5210-1110-1000-003-0106-00-000	CANX DRIVER LODGING 6TH GR FT		256.39-
			01-0000-0-5210-1110-1000-003-0106-00-000	DRIVER LODGING 6TH GR FT		735.90
			01-0000-0-5210-1110-1000-003-0106-00-000	DRIVER MEALS 6TH GR FT		32.81
			01-0000-0-5210-1110-1000-003-0106-00-000	17/18 DRIVER LODGING 6TH GR FT		634.82
			01-0000-0-5210-1110-1000-003-0111-00-000	BUS PARKING-MUSIC IN PARTS FT		54.00
			01-0000-0-5835-1110-1000-002-0103-00-000	AEROSPACE 3RD GR FT ADMISSION		740.00
			01-0000-0-5835-1110-1000-003-0108-00-000	DINNER CRUISE 8TH GR SFO FT		7,458.46
			01-0000-0-5835-1110-1000-003-0111-00-000	BAND PERFORMANCE AT RIVERCATS		2,172.00
			01-6264-0-5200-1110-1000-002-0000-00-000	JAMES/WAGNER TK CONFERENCE		200.00
			01-6300-0-4100-1110-1000-002-0000-00-000	CA LAMINATING MASTERS		19.52
			01-6500-0-4300-5770-1120-003-1210-00-000	GT SP ED TESTING HEADPHONES		89.95
			13-5310-0-4700-0000-3700-000-0802-00-000	ALA CARTE FOOD		168.28
			WARRANT TOTAL			\$13,994.17

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/16/2017

06/16/17 PAGE 3

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7034 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
80560027	101785/	BLACK OAK MINE UNIFIED SCH DIS													
	175094	PO-170094	1.	01-6512-0-5800-5770-1120-000-0000-00-000										170038 MENTAL HEALTH THERAPIST	26,982.18
				WARRANT TOTAL											\$26,982.18
80560028	002213/	BOARD OF EQUALIZATION													
		PV-170661		01-0000-0-4370-0000-3600-000-0000-00-000										57-415506 FUEL TX 4/17-6/17	16.55
				WARRANT TOTAL											\$16.55
80560029	101772/	APRIL BRANDT													
		PV-170662		01-0000-0-4300-1110-1000-002-0300-46-000										CLASSROOM SUPPLIES	336.34
				WARRANT TOTAL											\$336.34
80560030	020776/	CAROLYN BRUNTS													
		PV-170663		01-0000-0-4300-1110-1000-002-0300-51-000										CLASSROOM SUPPLIES	41.43
				01-0000-0-4300-1110-1000-002-0300-52-000										CLASSROOM SUPPLIES	41.44
				01-0000-0-4300-1110-1000-002-0300-52-000										CLASSROOM SUPPLIES	816.07
				01-0000-0-4300-1110-1000-002-0300-54-000										CLASSROOM SUPPLIES	41.43
				01-0000-0-4300-5770-1120-002-0300-84-000										SP ED CLASSROOM SUPPLIES	114.00
				01-6300-0-4100-1110-1000-002-0000-00-000										CURRICULUM SUPPLEMENTAL	650.75
				WARRANT TOTAL											\$1,705.12
80560031	100542/	AMANDA BUTLER													
		PV-170664		01-0000-0-4300-1110-1000-002-0300-65-000										CLASSROOM SUPPLIES	199.76
				WARRANT TOTAL											\$199.76
80560032	000352/	CALTRONICS BUSINESS SYSTEMS													
		PV-170665		01-1100-0-5600-1110-1000-003-1210-00-000										2271481 GT COPIER	143.96
				WARRANT TOTAL											\$143.96
80560033	101302/	CDW GOVERNMENT													
	175163	PO-170163	1.	01-0000-0-4400-1110-1000-003-0409-00-000										JCP2469 SP ED CHROMEBOOKS	1,518.41
				WARRANT TOTAL											\$1,518.41
80560034	000073/	CHEVRON & TEXACO													
		PV-170717		01-0000-0-4300-0000-8100-002-0000-00-000										6000917515 SM MAINT FUEL	123.69

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
								01-0000-0-4300-0000-8100-003-0000-00-000							6000917515 GT MAINT FUEL	123.70
								01-0000-0-4370-1110-1000-003-0106-00-000							6000917515 6TH GR FT FUEL	38.77
								WARRANT TOTAL							\$286.16	
80560035	101104/	CIT TECHNOLOGY FIN SERV INC														
	175024	PO-170024	1.					01-1100-0-5600-1110-1000-003-1210-00-000							30277525 GT COPIER LEASE	572.24
								WARRANT TOTAL							\$572.24	
80560036	007886/	COLD CONTROL REFRIGERATION INC														
		PV-170666						13-5310-0-5600-0000-3700-000-0000-00-000							30905 REPAIRS SM FREEZER	1,285.85
								WARRANT TOTAL							\$1,285.85	
80560037	101891/	COOLE SCHOOL														
	175150	PO-170151	1.					01-1100-0-4300-1110-1000-002-0000-00-000							171534 SM PLANNERS 2017/2018	498.80
								WARRANT TOTAL							\$498.80	
80560038	101905/	MISTY COOPER														
		PV-170701						01-0000-0-4300-1110-1000-003-0108-00-000							GRADUATION DANCE SUPPLIES	78.17
								01-0000-0-4300-1110-1000-003-0108-00-000							GRADUATION DANCE SUPPLIES	53.91
								WARRANT TOTAL							\$132.08	
80560039	100999/	DAWSON OIL COMPANY														
	175068	PO-170068	1.					01-0000-0-4370-0000-3600-000-0000-00-000							73191 BUS FUEL	2,399.45
								WARRANT TOTAL							\$2,399.45	
80560040	101618/	DE LAGE LANDEN														
	175026	PO-170026	1.					01-0000-0-7439-0000-9100-000-1210-00-000							54605162 D O COPIER	253.22
	175026		2.					01-0000-0-7439-0000-9100-002-1210-00-000							54605162 SM COPIER	206.18
								WARRANT TOTAL							\$459.40	
80560041	101817/	VANESSA DENSMORE														
		PV-170668						01-0000-0-5210-0000-3600-000-0000-00-000							COURIER MILEAGE MAY 2017	16.96
								01-0000-0-9598-0000-0000-000-0000-00-000							REPLACE LOST CHECK	8.18
								WARRANT TOTAL							\$25.14	

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80560042	005954/	DEPARTMENT OF JUSTICE													
		PV-170669		01-0000-0-5812-0000-7200-000-0000-00-000										236179 FINGERPRINTING MAY 2017	32.00
														WARRANT TOTAL	\$32.00
80560043	101901/	DOG WASTE DEPOT													
		PO-173123	1.	01-0000-0-4300-0000-8100-002-0000-00-000										160352 DOG WASTE STATION/BAGS	258.58
														WARRANT TOTAL	\$258.58
80560044	100368/	DUERR EVALUATION RESOURCES													
		PV-170670		01-9037-0-4300-1110-1000-003-0000-00-000										583041 CA HEALTHY KIDS SURVEY	294.00
														WARRANT TOTAL	\$294.00
80560045	009873/	KEVEN DUNN													
		PV-170671		01-0000-0-4300-0000-7100-000-0000-00-000										MATERIALS FOR JOE CELEBRATION	152.08
				01-0000-0-4300-1110-1000-002-0300-90-000										SM P E EQUIPMENT	129.07
														WARRANT TOTAL	\$281.15
80560046	101554/	BARBARA DYER													
		PV-170672		01-0000-0-4300-1110-1000-002-0300-61-000										CLASSROOM SUPPLIES	141.53
														WARRANT TOTAL	\$141.53
80560047	000126/	EL DORADO COUNTY OFFICE													
		PV-170673		01-0000-0-5809-0000-7700-000-1210-00-000										171048 ADD'L IT SPRT FEB 2017	1,503.36
														WARRANT TOTAL	\$1,503.36
80560048	000429/	EL DORADO COUNTY SHERIFF													
		PV-170702		01-0000-0-5800-0000-8100-002-0000-00-000										#0003113 RENEW SM ALARM PERMIT	25.00
														WARRANT TOTAL	\$25.00
80560049	000738/	EL DORADO DISPOSAL													
		PV-170674		01-0000-0-5560-0000-8100-002-0000-00-000										172442939 SM	638.27
				01-0000-0-5560-0000-8100-003-0000-00-000										172442920 GT	1,212.59
														WARRANT TOTAL	\$1,850.86
80560050	100594/	TULEN EMERY													
		PV-170703		01-0000-0-4300-1110-1000-003-0108-00-000										GRADUATION DANCE SUPPLIES	686.35

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
								01-0000-0-5600-1110-1000-003-0108-00-000							GRADUATION DANCE EQUIP RENTAL	353.25
								WARRANT TOTAL								\$1,039.60
80560051	100422/	SUE FADEL														
		PV-170675						01-6500-0-5210-5770-1120-000-0000-00-000							MILEAGE MAY 2017	44.52
								WARRANT TOTAL								\$44.52
80560052	101745/	FASTRAK														
		PV-170679						01-0000-0-5210-1110-1000-003-0108-00-000							I691633920684 BUS TOLL SFO FT	7.50
								01-0000-0-5210-1110-1000-003-0108-00-000							I691736360135 BUS TOLL SFO FT	7.50
								WARRANT TOTAL								\$15.00
80560053	006357/	FLYING ACE T-SHIRTS														
		PV-170676						01-1100-0-4300-1110-1000-002-0000-00-000							8085 3RD GR SUPR RDR TSHIRTS	277.51
								WARRANT TOTAL								\$277.51
80560054	100036/	FOOTHILL FOOD SERVICE INC														
		175049	PO-170049	1.	13-5310-0-4700-0000-3700-000-0800-00-000										482623 LUNCH FOOD	0.85
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										482514 LUNCH FOOD	103.67
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										482513 LUNCH FOOD	266.97
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										482251 LUNCH FOOD	240.42
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										482250 LUNCH FOOD	269.05
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										481835 LUNCH FOOD	278.72
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										481834 LUNCH FOOD	375.60
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										481442 LUNCH FOOD	320.35
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										481077 LUNCH FOOD	586.69
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										481008 LUNCH FOOD	318.52
		175049		1.	13-5310-0-4700-0000-3700-000-0800-00-000										481006 LUNCH FOOD	351.94
		175049		2.	13-5310-0-4700-0000-3700-000-0801-00-000										482251 BREAKFAST FOOD	79.46
		175049		2.	13-5310-0-4700-0000-3700-000-0801-00-000										482250 BREAKFAST FOOD	132.22

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION	AMOUNT	
175049		2.	13-5310-0-4700-0000-3700-000-0801-00-000	481077 BREAKFAST FOOD	61.81	
175049		3.	13-5310-0-4700-0000-3700-000-0802-00-000	482251 ALA CARTE FOOD	19.81	
175049		3.	13-5310-0-4700-0000-3700-000-0802-00-000	481834 ALA CARTE FOOD	16.66	
175049		3.	13-5310-0-4700-0000-3700-000-0802-00-000	481442 ALA CARTE FOOD	3.31	
175049		3.	13-5310-0-4700-0000-3700-000-0802-00-000	481077 ALA CARTE FOOD	16.66	
			WARRANT TOTAL		\$3,442.71	
80560055	101792/	KAREN GILLILAND				
		PV-170677	01-0000-0-4300-1110-1000-003-0600-00-000	GT GARDEN DOCENT SUPPLIES	30.23	
			WARRANT TOTAL		\$30.23	
80560056	100356/	GOLD TRAIL FEDERATION OF				
		PV-170678	01-0000-0-9573-0000-0000-000-0000-00-000	DUES MAY 2017	3,499.57	
			WARRANT TOTAL		\$3,499.57	
80560057	015081/	GOLD TRAIL UNION SCHOOL DISTRI				
		RC-170001	01-0000-0-4300-0000-2700-003-0000-33-000	GOLD TRAIL REVOLVING CASH	22.20	
			01-0000-0-5902-0000-2700-000-0000-00-000	GOLD TRAIL REVOLVING CASH	9.40	
			01-0000-0-5902-0000-2700-000-0000-00-000	GOLD TRAIL REVOLVING CASH	19.60	
			01-0000-0-5902-0000-2700-000-0000-00-000	GOLD TRAIL REVOLVING CASH	7.35	
			WARRANT TOTAL		\$58.55	
80560058	101708/	GROWING HEALTHY CHILDREN				
		PV-170680	01-6500-0-5806-5770-1120-000-0000-00-000	GTUSD_1705 OT SVCS MAY 2017	1,155.00	
			WARRANT TOTAL		\$1,155.00	
80560059	101899/	TRACY HANKS				
		PV-170681	01-0000-0-4300-0000-7100-000-0000-00-000	SM EMPLOYEE APPRECIATION	35.71	
			WARRANT TOTAL		\$35.71	
80560060	100480/	LINDA HAVNER				
		PV-170682	01-0000-0-5210-0000-3600-000-0000-00-000	TRANSP MILEAGE MAY 2017	40.49	
			WARRANT TOTAL		\$40.49	

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80560061	101149/	MARY JAMES													
		PV-170683		01-0000-0-4300-1110-1000-002-0300-56-000										CLASSROOM SUPPLIES	81.03
				01-0000-0-5210-1110-1000-002-0000-00-000										MILEAGE PRESCHOOL VISITS	25.97
				01-6264-0-5200-1110-1000-002-0000-00-000										TK CONF MILEAGE/PARKING	67.63
				WARRANT TOTAL											\$174.63
80560062	101816/	JANE-MARIE JONES													
		PV-170684		01-0000-0-4300-1110-1000-002-0600-00-000										ENRCHMT SPACE CLUB SUPPLIES	155.92
				WARRANT TOTAL											\$155.92
80560063	101581/	KATHY KASNIC													
		PV-170704		01-0000-0-4300-1110-1000-003-0108-00-000										GRADUATION DANCE SUPPLIES	76.89
				WARRANT TOTAL											\$76.89
80560064	101691/	KERRY KOENIG													
		PV-170685		01-0000-0-4300-1110-1000-003-0300-78-000										CLASSROOM SUPPLIES	51.55
				01-0000-0-5210-1110-1000-003-0108-00-000										TEACHER MEALS 8TH GR SFO FT	106.92
				WARRANT TOTAL											\$158.47
80560065	101902/	JOSEPH LEE													
		PV-170705		01-0000-0-8699-0000-0000-003-0108-00-000										REF 8TH GR SFO FT DONATION	125.00
				13-5310-0-8634-0000-0000-003-0000-00-000										BAL DUE CAFE ACCOUNT	6.00-
				WARRANT TOTAL											\$119.00
80560066	101314/	LEGALSHIELD													
		PV-170686		01-0000-0-9576-0000-0000-000-0000-00-000										0126086 APRIL 2017	51.80
				WARRANT TOTAL											\$51.80
80560067	100979/	DANNY LULLA													
		PV-170687		01-0000-0-4300-1110-1000-003-0104-00-000										4TH GR FIELD TRIP SUPPLIES	132.09
				01-0000-0-4300-1110-1000-003-0300-70-000										CLASSROOM SUPPLIES	145.60
				WARRANT TOTAL											\$277.69
80560068	082690/	DEBBI MATYAC													
		PV-170688		01-0000-0-4300-1110-1000-002-0200-00-000										KINDER CLASSROOM SUPPLIES	288.90

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														KINDER CLASSROOM SUPPLIES	104.78
														KINDER CLASSROOM SUPPLIES	297.84
														CS SUPP KINDER CURRICULUM	621.36
														WARRANT TOTAL	\$1,312.88
80560069	101687/	LYDIA MOLINARI													
		PV-170689												CLASSROOM SUPPLIES	36.69
														WARRANT TOTAL	\$36.69
80560070	100834/	MARGARET MOORE													
		PV-170690												SM NURSE SUPPLIES	56.59
														NURSE MILEAGE APRIL 2017	27.56
														NURSE MILEAGE MAY 2017	10.60
														WARRANT TOTAL	\$94.75
80560071	101904/	SARAH MORRIS													
		PV-170706												GRADUATION DANCE SUPPLIES	52.58
														GRADUATION DANCE SUPPLIES	126.93
														WARRANT TOTAL	\$179.51
80560072	101623/	KATY MULLIGAN													
		PV-170691												SUPPLIES 6TH GR YOSEMITE FT	2,279.62
														CLASSROOM SUPPLIES	18.86
														FUEL 6TH GR YOSEMITE FT	88.72
														TRAILER RENTAL 6TH GR FT	438.21
														WARRANT TOTAL	\$2,825.41
80560073	003202/	JOE MURCHISON													
		PV-170692												SUPT MILEAGE MAY 2017	30.32
														WARRANT TOTAL	\$30.32
80560074	009356/	OFFICE DEPOT													
		PO-173107	1.											917701667001 D O SUPPLIES	84.51

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80560076	000232/	PACIFIC GAS & ELECTRIC COMPANY													
		PV-170694		01-0000-0-5540-0000-8100-000-0000-00-000										0991367996-6 EXT DAY	205.25
				01-0000-0-5540-0000-8100-002-0000-00-000										0991367996-6 SM	3,512.02
				01-0000-0-5540-0000-8100-003-0000-00-000										0991367996-6 GT	4,393.22
				WARRANT TOTAL											\$8,110.49
80560077	077441/	PLACERVILLE GROCERY OUTLET													
		175051 PO-170051	1.	13-5310-0-4700-0000-3700-000-0800-00-000										LUNCH FOOD	233.24
		175051	2.	13-5310-0-4700-0000-3700-000-0801-00-000										BREAKFAST FOOD	59.29
		175051	3.	13-5310-0-4700-0000-3700-000-0802-00-000										ALA CARTE FOOD	15.96
				WARRANT TOTAL											\$308.49
80560078	100364/	PLACERVILLE POLARIS INC													
		175159 PO-170159	1.	01-0000-0-4400-0000-8100-000-0000-00-000										38460 SM/GT STRING TRIMMERS	1,114.36
		PV-170695		01-0000-0-4300-0000-8100-002-0000-00-000										37445 SM MAINT SUPPLIES	19.20
				WARRANT TOTAL											\$1,133.56
80560079	001466/	POLLOCK PINES SCHOOL DISTRICT													
		175129 PO-170128	1.	01-0000-0-5835-1110-1000-000-0600-00-000										1617-GTSB SPELLING BEE	375.00
				WARRANT TOTAL											\$375.00
80560080	101903/	DELIGHT REUTER													
		PV-170696		01-0000-0-9598-0000-0000-000-0000-00-000										REPLACE APRIL SUB PAYCHECK	88.30
				WARRANT TOTAL											\$88.30
80560081	100735/	RIEBES AUTO PARTS													
		PV-170697		01-0000-0-4300-0000-3600-000-0000-00-000										976273 TRANSPORTATION SUPPLIES	37.77
				01-0000-0-4300-0000-3600-000-0000-00-000										976897 TRANSPORTATION SUPPLIES	37.77
				01-0000-0-4300-0000-3600-000-0000-00-000										053117 TRANSPORTATION SUPPLIES	1.13
				01-0000-0-4300-0000-3600-000-0000-00-000										155062 TRANSPORTATION SUPPLIES	32.15
				WARRANT TOTAL											\$108.82
80560082	101653/	RIMROCK WATER COMPANY													
		PV-170698		01-0000-0-4300-0000-2700-002-0000-00-000										16192 D1/B2 WATER	13.65

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH		DESCRIPTION	
WARRANT TOTAL						\$13.65
80560083	011513/	RISO PRODUCTS OF SACRAMENTO				
		PV-170699	01-1100-0-5600-1110-1000-002-1210-00-000	171114	SM RISO	781.13
			01-1100-0-5600-1110-1000-003-1210-00-000	171113	GT RISO	341.25
		WARRANT TOTAL				\$1,122.38
80560084	100846/	WENDY SCARLETT				
		PV-170700	01-0000-0-4300-0000-7100-000-0000-00-000		MATERIALS JOE CELEBRATION	12.43
		WARRANT TOTAL				\$12.43
80560085	000895/	SCHOOL SERVICES OF CALIFORNIA				
	175030	PO-170030	1. 01-0000-0-5800-0000-7200-000-0000-00-000	0110771	IN APR BDGT SVCS	56.00
		WARRANT TOTAL				\$56.00
80560086	101128/	SCHOOLS INSURANCE AUTHORITY				
		PV-170707	01-0000-0-9570-0000-0000-000-0000-00-000		EMP VISION JUNE 2017	1,597.32
			01-0000-0-9570-0000-0000-000-0000-00-000		RET VISION JUNE 2017	523.26
		WARRANT TOTAL				\$2,120.58
80560087	101209/	SELF-INSURED SCHOOLS OF CALIF				
		PV-170708	01-0000-0-9570-0000-0000-000-0000-00-000		EMP MED JUNE 2017	54,270.00
			01-0000-0-9570-0000-0000-000-0000-00-000		EMP DNTL JUNE 2017	6,960.00
			01-0000-0-9570-0000-0000-000-0000-00-000		RET MED JUNE 2017	5,247.00
			01-0000-0-9570-0000-0000-000-0000-00-000		RET DNTL JUNE 2017	2,072.00
		WARRANT TOTAL				\$68,549.00
80560088	003783/	SFS OF SACRAMENTO INC				
	175052	PO-170052	1. 13-5310-0-4700-0000-3700-000-0800-00-000	131245818	LUNCH FOOD	686.99
	175052		2. 13-5310-0-4700-0000-3700-000-0801-00-000	131245818	BREAKFAST FOOD	411.26
	175052		3. 13-5310-0-4700-0000-3700-000-0802-00-000	131245818	ALA CARTE FOOD	14.58
		WARRANT TOTAL				\$1,112.83
80560089	023212/	SHELL FLEET MANAGEMENT				
		PV-170709	01-0000-0-4370-0000-3600-000-0000-00-000	8000061765	TRANSP FUEL	16.79

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/16/2017

06/16/17 PAGE 13

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7034 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM									
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	DESCRIPTION	AMOUNT
WARRANT TOTAL														\$16.79
80560090	100751/	SIGNATURE WIRELESS GROUP												
	175032	PO-170032	1.	01-0000-0-5800-0000-3600-000-0000-00-000									27984 SMR RPTR SVC 6/17	258.05
WARRANT TOTAL														\$258.05
80560091	004234/	SKI AIR INCORPORATED												
		PV-170710		01-8150-0-5600-0000-8100-003-0000-00-000									SW32531 GT RM 12 HVAC REPAIRS	200.48
WARRANT TOTAL														\$200.48
80560092	101236/	CHRISTA SWANEY												
		PV-170711		01-0000-0-4300-0000-8100-002-0000-00-000									MAINTENANCE SUPPLIES	17.15
				01-0000-0-4300-1110-1000-002-0300-73-000									CLASSROOM SUPPLIES	163.84
WARRANT TOTAL														\$180.99
80560093	101412/	TCG ADMINISTRATORS												
		PV-170712		01-0000-0-5800-0000-7200-000-0000-00-000									152192 APRIL 2017	28.00
				01-0000-0-5800-0000-7200-000-0000-00-000									152485 MAY 2017	28.00
WARRANT TOTAL														\$56.00
80560094	000558/	TRUE VALUE HARDWARE												
		PV-170713		01-0000-0-4300-0000-8100-002-0000-00-000									661971 SM MAINT SUPPLIES	55.30
				01-0000-0-4300-0000-8100-002-0000-00-000									663497 SM LAWN TRACTOR PARTS	35.37
				01-0000-0-4300-0000-8100-003-0000-00-000									661971 GT MAINT SUPPLIES	55.31
WARRANT TOTAL														\$145.98
80560095	101700/	DEBORAH VALLADON-HORNSBY												
		PV-170714		01-0000-0-4300-1110-1000-003-0300-75-000									CLASSROOM SUPPLIES	363.33
				01-0000-0-4300-1110-1000-003-0300-75-000									CLASSROOM SUPPLIES	62.37
				01-6264-0-5200-1110-1000-003-0000-00-000									CUE CONF REGISTRATION	199.00
WARRANT TOTAL														\$624.70
80560096	100981/	VERIZON WIRELESS												
		PV-170715		01-0000-0-5901-0000-3140-000-1210-00-000									9786592759 NURSE	106.67

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 06/16/2017

06/16/17 PAGE 14

DISTRICT: 005 Gold Trail Union School Dist
 BATCH: 7034 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		
			01-0000-0-5901-0000-8100-000-1210-00-000	9786592759	MAINT	63.37
			01-5810-0-5901-0000-2700-002-1210-00-000	9786592759	SM	41.52
			01-5810-0-5901-0000-2700-003-1210-00-000	9786592759	GT	41.52
			WARRANT TOTAL			\$253.08
80560097	101027/	MICHELE WAGSTROM				
	PV-170716		01-0000-0-5210-0000-7200-000-0000-00-000		MILEAGE MAY 2017	157.94
			WARRANT TOTAL			\$157.94
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	77	TOTAL AMOUNT OF CHECKS:	\$158,519.55*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	77	TOTAL AMOUNT:	\$158,519.55*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	77	TOTAL AMOUNT OF CHECKS:	\$158,519.55*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	77	TOTAL AMOUNT:	\$158,519.55*

Batch status: H Held for Audit

From batch: 7035

To batch: 7035

Include Revolving Cash: N

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

APY500 L.00.12 06/26/17 12:23 PAGE 1
 << Held for Audit >>

payees named herein.
W. Scarlett
District Designer

6/26/77

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/28/2017

06/28/17 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7036 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
80561203	101604/	E3 HCI AUDIOMETRICS													
	175153	PO-170153	1.	01-0000-0-5600-0000-3140-000-0000-00-000									997369	CALIBRATE AUDIOMETER	75.00
														WARRANT TOTAL	\$75.00
80561204	000126/02	EL DORADO COUNTY OFC OF ED													
		PV-170724		01-0000-0-5809-1110-4900-000-0000-00-000									111491	EXT DAY-MV STU MAY '17	118.83
														WARRANT TOTAL	\$118.83
80561205	000126/	EL DORADO COUNTY OFFICE													
		PV-170723		01-0000-0-5800-0000-3600-000-0000-00-000									171096	RNDM DRG TSTNG MAR 2017	11.73
				01-0000-0-5800-0000-3600-000-0000-00-000									171124	RNDM DRG TSTNG JAN 2017	108.46
				01-0000-0-5800-0000-3600-000-0000-00-000									171136	RNDM DRG TSTNG APR 2017	80.73
				01-6264-0-5200-1110-1000-002-0000-00-000									171189	K-2 ELA TRAINING	50.00
				01-6264-0-5200-1110-1000-003-0000-00-000									171148	6-8 ELA TRAINING	50.00
				01-6264-0-5200-1110-1000-003-0000-00-000									171158	3-5 ELA TRAINING	175.00
				01-6264-0-5200-1110-1000-003-0000-00-000									171181	GOOGLE ACADEMY	160.00
				01-6264-0-5200-1110-1000-003-0000-00-000									171201	MATH TRAINING	25.00
				01-6500-0-5809-5770-1120-000-0000-00-000									171108	1-1 AIDES JAN/FEB 2017	1,475.46
														WARRANT TOTAL	\$2,136.38
80561206	100537/	SARAH JONES													
		PV-170725		13-5310-0-8634-0000-0000-003-0000-00-000										REFUND CAFE BALANCE-8TH GR STU	12.00
														WARRANT TOTAL	\$12.00
80561207	101906/	JULIA KLIRONOMOS													
		PV-170726		13-5310-0-8634-0000-0000-003-0000-00-000										REF CAFE BALANCE-8TH GR STUDNT	7.25
														WARRANT TOTAL	\$7.25
80561208	101907/	AMY KNUTKOWSKI													
		PV-170727		13-5310-0-8634-0000-0000-003-0000-00-000										REF CAFE BALANCE-8TH GR STUDNT	21.65
														WARRANT TOTAL	\$21.65
80561209	003269/	SANDI MORGAN													
		PV-170728		01-0000-0-4300-1110-1000-003-0104-00-000										4TH GR FT SUPPLIES	109.91

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 06/28/2017

06/28/17 PAGE 4

DISTRICT: 005 Gold Trail Union School Dist
 BATCH: 7036 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		
80561218	101344/	VALLEY POWER SYSTEMS NORTH INC				
	175165	PO-170165	1. 01-0000-0-5600-0000-3600-000-0000-00-000	J28227	BUS #15 REPAIRS	1,502.84
			WARRANT TOTAL			\$1,502.84
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$14,491.90*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	24	TOTAL AMOUNT:	\$14,491.90*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$14,491.90*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	24	TOTAL AMOUNT:	\$14,491.90*

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2017

07/10/17 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7037 GTUSD ACCOUNTS PAYABLE 16/17

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80562008	000623/	ARNOLDS FOR AWARDS													
		PV-170736		01-0000-0-4300-0000-7100-000-0000-00-000										78220 BOARD MEETING NAMEPLATES	27.78
														WARRANT TOTAL	\$27.78
80562009	100912/	BANK OF AMERICA													
		PV-170737		01-0000-0-4300-0000-2420-003-0205-00-000										GT LIBRARY SUPPLIES	96.85
				01-0000-0-4300-0000-2700-002-0000-00-000										SM OPEN HOUSE SUPPLIES	10.91
				01-0000-0-4300-0000-2700-002-0000-00-000										SM OFFICE SUPPLIES	40.99
				01-0000-0-4300-0000-2700-003-0000-00-000										GT GRADUATION SUPPLIES	53.70
				01-0000-0-4300-0000-2700-003-0000-00-000										HOLLER BUSINESS CARDS	32.44
				01-0000-0-4300-0000-7100-000-0000-00-000										EMPLOYEE APPRECIATION	50.00
				01-0000-0-4300-0000-7100-000-0000-00-000										MGMT/BOARD MEETING SUPPLIES	101.42
				01-0000-0-4300-0000-7100-000-0000-00-000										EMPLOYEE APPRECIATION	32.16
				01-0000-0-4300-0000-7200-000-0000-00-000										D O OFFICE SUPPLIES	130.38
				01-0000-0-4300-0000-8100-003-0000-00-000										GT MAINTENANCE SUPPLIES	272.61
				01-0000-0-4300-0000-8100-003-0000-00-000										GT IRRIGATION REPAIR SUPPLIES	212.57
				01-0000-0-4300-1110-1000-000-0000-00-000										MURCHISON VISA USE REIMBURSED	99.81
				01-0000-0-4300-1110-1000-000-0000-00-000										ORIO VISA USE REIMBURSED	3.87
				01-0000-0-4300-1110-1000-002-0000-00-000										KINDER CLASSROOM SUPPLIES	64.55
				01-0000-0-4300-1110-1000-002-0600-00-000										SAGE MAP CONTEST SUPPLIES	42.26
				01-0000-0-4300-1110-1000-002-1210-00-000										SWANEY PROJECTOR SCREEN	156.24
				01-0000-0-4300-1110-1000-003-1210-00-000										GT CHROMEBOOK REPLACEMENT PRS	194.31
				01-0000-0-5210-1110-1000-003-0108-00-000										DRVR MEALS 8TH GR SFO FT	134.72
				01-0000-0-5210-1110-1000-003-0108-00-000										BUS PARKING 8TH GR SFO FT	80.00
				01-0000-0-5600-0000-8100-000-0000-00-000										SM/GT SMALL ENGINE REPAIRS	289.89
				01-0000-0-5600-0000-8100-000-0000-00-000										CHIPPER RENTAL	304.45

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2017

07/10/17 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7037 GTUSD ACCOUNTS PAYABLE 16/17

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		
			01-0000-0-5835-1110-1000-002-0100-00-000	SACTO ZOO KINDER ADMISSION		506.00
			01-0000-0-5835-1110-1000-003-0108-00-000	LODGING 8TH GR SFO FIELD TRIP		5,313.60
			01-0000-0-5901-0000-8100-000-1210-00-000	REPLACE MAINTENANCE PHONE		149.00
			13-5310-0-4300-0000-3700-000-0000-00-000	GT KITCHEN FAUCET		222.91
			WARRANT TOTAL			\$8,595.64
80562010	101302/	CDW GOVERNMENT				
	175170	PO-170167	1. 01-0000-0-4400-1110-1000-002-1210-00-000	JGJ5397 SM CHROMEBOOK LICENSES		520.00
			WARRANT TOTAL			\$520.00
80562011	100999/	DAWSON OIL COMPANY				
	PV-170738		01-0000-0-4370-0000-3600-000-0000-00-000	73191 BUS FUEL JUNE 2017		632.96
			WARRANT TOTAL			\$632.96
80562012	101618/	DE LAGE LANDEN				
	175026	PO-170026	1. 01-0000-0-7439-0000-9100-000-1210-00-000	55014805 D O COPIER		253.22
	175026		2. 01-0000-0-7439-0000-9100-002-1210-00-000	55014805 SM COPIER		206.18
			WARRANT TOTAL			\$459.40
80562013	000126/	EL DORADO COUNTY OFFICE				
	PV-170739		01-0000-0-5809-0000-3600-000-0000-00-000	171263 RNDM DRG TSTNG MAY 2017		40.10
			01-0000-0-5809-0000-7700-000-1210-00-000	171234 ADD'L IT SPRT MAR 2017		2,192.40
			01-0000-0-5809-0000-7700-000-1210-00-000	171248 ADD'L IT SPRT APR 2017		1,691.28
			01-0000-0-5809-0000-7700-000-1210-00-000	171254 ADD'L IT SPRT MAY 2017		2,442.96
			01-0000-0-5812-0000-7200-000-0000-00-000	171224 FINGERPRINTING MAY 2017		20.00
			01-5810-0-5875-1110-1000-003-1210-00-000	171244 GT RUCKUS LICENSE		67.30
			01-6500-0-5809-5770-1120-000-0000-00-000	171215 1-1 AIDES MAR-JUN 2017		1,821.28
			WARRANT TOTAL			\$8,275.32
80562014	000738/	EL DORADO DISPOSAL				
	PV-170740		01-0000-0-5560-0000-8100-002-0000-00-000	172558367 SM		757.92

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2017

07/10/17 PAGE 3

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7037 GTUSD ACCOUNTS PAYABLE 16/17

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
							01-0000-0-5560-0000-8100-003-0000-00-000							172558347 GT	662.20
							WARRANT TOTAL								\$1,420.12
80562015	100356/	GOLD TRAIL FEDERATION OF													
		PV-170741					01-0000-0-9573-0000-0000-0000-00-000							DUES JUNE 2017	177.91
							WARRANT TOTAL								\$177.91
80562016	101708/	GROWING HEALTHY CHILDREN													
		PV-170742					01-6500-0-5806-5770-1120-000-0000-00-000							GTUSD_1706 OT SVCS JUNE 2017	183.75
							WARRANT TOTAL								\$183.75
80562017	003626/	HANGTOWN FIRE CONTROL INC													
		PV-170743					01-0000-0-5800-0000-3600-000-0000-00-000							59079 TRANSP FIRE EXT SVC	104.50
							01-0000-0-5800-0000-8100-002-0000-00-000							59081 SM FIRE EXT SVC	429.30
							01-0000-0-5800-0000-8100-003-0000-00-000							59080 GT FIRE EXT SVC	463.29
							WARRANT TOTAL								\$997.09
80562018	101314/	LEGALSHIELD													
		PV-170744					01-0000-0-9576-0000-0000-000-0000-00-000							0126086 MAY 2017	51.80
							WARRANT TOTAL								\$51.80
80562019	012168/	SCOTT LYONS													
		PV-170745					01-0000-0-5210-0000-2700-003-0000-00-000							MILEAGE JANUARY 2017	50.88
							01-0000-0-5210-0000-2700-003-0000-00-000							MILEAGE FEBRUARY 2017	76.32
							01-0000-0-5210-0000-2700-003-0000-00-000							MILEAGE MARCH 2017	46.64
							01-0000-0-5210-0000-2700-003-0000-00-000							MILEAGE APRIL 2017	86.92
							01-0000-0-5210-0000-2700-003-0000-00-000							MILEAGE MAY 2017	55.12
							WARRANT TOTAL								\$315.88
80562020	021298/	THERESA ORIO													
		PV-170746					01-0000-0-5210-0000-7100-000-0000-00-000							MILEAGE JUN 2017	33.66
							WARRANT TOTAL								\$33.66
80562021	000232/	PACIFIC GAS & ELECTRIC COMPANY													
		PV-170748					01-0000-0-5540-0000-8100-000-0000-00-000							0991367996-6 EXT DAY	396.46

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2017

07/10/17 PAGE 4

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7037 GTUSD ACCOUNTS PAYABLE 16/17

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		
			01-0000-0-5540-0000-8100-002-0000-00-000	0991367996-6	SM	4,961.97
			01-0000-0-5540-0000-8100-003-0000-00-000	0991367996-6	GT	7,519.78
			WARRANT TOTAL			\$12,878.21
80562022	101222/	PREMIER CARPETS				
	175171	PO-170168	1. 01-0000-0-5800-0000-8100-002-0000-00-000	556101	SM CARPET CLEANING	2,500.00
			WARRANT TOTAL			\$2,500.00
80562023	000895/	SCHOOL SERVICES OF CALIFORNIA				
	175030	PO-170030	1. 01-0000-0-5800-0000-7200-000-0000-00-000	0111500-IN	JUN BDGT SVCS	56.00
			WARRANT TOTAL			\$56.00
80562024	101027/	MICHELE WAGSTROM				
	PV-170747		01-0000-0-5210-0000-7200-000-0000-00-000	MILEAGE JUNE 2017		83.21
			WARRANT TOTAL			\$83.21
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	17	TOTAL AMOUNT OF CHECKS:	\$37,208.73*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	17	TOTAL AMOUNT:	\$37,208.73*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	17	TOTAL AMOUNT OF CHECKS:	\$37,208.73*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	17	TOTAL AMOUNT:	\$37,208.73*

Batch status: H Held for Audit

From batch: 7038

To batch: 7038

Include Revolving Cash: N

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

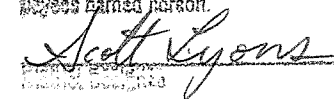
005 GOLD TRAIL UNION SCHOOL DIST J15387
GTUSD 16/17 CLOSE PO'S #7038

ACCOUNTS PAYABLE PRELIST
BATCH: 7038 GTUSD 16/17 ACCOUNTS PAYABLE APY500 L.00.12 07/10/17 10:09 PAGE 1
<< Held for Audit >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESC Y OBJT GOAL	FUNC LC1 LOC2 L3 SCH T9MPS			
000692/00	PARTY ROYAL						
175160 PO-170160	06/30/2017	ORDER CANCELLED	2 01-0000-0-5600-0000-7100-000-0000-00-000	NN C	549.50	0.00	0.00
TOTAL PAYMENT AMOUNT					0.00 *		
101768/00	PHONAK U S						
175076 PO-170076	06/30/2017	ORDER CANCELLED	1 01-6500-0-4400-5770-1120-000-1210-00-000	NN C	937.52	0.00	0.00
TOTAL PAYMENT AMOUNT					0.00 *		
TOTAL BATCH PAYMENT					0.00 ***	0.00	0.00
TOTAL DISTRICT PAYMENT					0.00 ****	0.00	0.00
TOTAL FOR ALL DISTRICTS:					0.00 ****	0.00	0.00

Number of checks to be printed: 0, not counting voids due to stub overflows.
Number of zero dollar checks: 2, will be printed.

Pursuant to Gold Trail Union School District policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein.


Scott Lyons

7/10/17

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2017

07/17/17 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7039 GTUSD 16/17 ACCTS 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			
80562866	100716/	AT&T				
		PV-170749	01-0000-0-5901-0000-7200-000-1210-00-000	9886811 D O		38.63
			01-0000-0-5901-0000-7700-000-1210-00-000	9886809 PRI		295.52
			WARRANT TOTAL			\$334.15
80562867	000042/	BOARD OF EQUALIZATION				
		PV-170750	01-0000-0-4300-0000-7200-000-0000-00-000	USE TAX ADJ 4/17 - 6/17		0.48-
			01-0000-0-9512-0000-0000-000-0000-00-000	USE TAX 4/17 - 6/17		462.76
			01-0600-0-9512-0000-0000-000-0000-00-000	USE TAX 4/17 - 6/17		49.52
			01-1100-0-9512-0000-0000-000-0000-00-000	USE TAX 4/17 - 6/17		36.16
			01-5810-0-9512-0000-0000-000-0000-00-000	USE TAX 4/17 - 6/17		6.52
			01-6500-0-9512-0000-0000-000-0000-00-000	USE TAX 4/17 - 6/17		6.52
			13-5310-0-4300-0000-3700-000-0000-00-000	CAFE SALES TAX 4/17 - 6/17		48.00
			WARRANT TOTAL			\$609.00
80562868	000626/	EL DORADO IRRIGATION DISTRICT				
		PV-170751	01-0000-0-5520-0000-8100-000-0000-00-000	078351-001 EXT DAY		176.06
			01-0000-0-5520-0000-8100-002-0000-00-000	078350-001 SM		1,384.07
			01-0000-0-5520-0000-8100-003-0000-00-000	052522-001 GT		259.50
			WARRANT TOTAL			\$1,819.63
80562869	009356/	OFFICE DEPOT				
		PO-173124	1. 01-0000-0-4300-1110-1000-003-0300-62-000	9330629010011 ROMIG CLS SUPPLY		80.86
			1. 01-0000-0-4300-1110-1000-003-0300-62-000	933066065001 ROMIG CLS SUPPLY		221.15
		PO-173125	1. 01-0000-0-4300-0000-2700-003-0000-00-000	937034130001 GT OFFICE SUPPLY		158.24
			1. 01-0000-0-4300-0000-2700-003-0000-00-000	937035035001 GT OFC SUPPLIES		4.19
		PO-173126	1. 01-0000-0-4300-0000-7200-000-0000-00-000	937641501001 D O OFC SUPPLIES		115.95
			1. 01-0000-0-4300-0000-7200-000-0000-00-000	937848271001 D O OFC SUPPLIES		10.80
			1. 01-0000-0-4300-0000-7200-000-0000-00-000	937847466001 D O OFC SUPPLIES		10.80-

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2017

07/17/17 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7039 GTUSD 16/17 ACCTS 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		
	PO-173127	1.	01-0000-0-4300-0000-7200-000-0000-00-000	940149508001	D O OFC SUPPLIES	19.47
		1.	01-0000-0-4300-0000-7200-000-0000-00-000	940149667001	D O OFC SUPPLIES	36.41
			WARRANT TOTAL			\$636.27
80562870	100981/		VERIZON WIRELESS			
	PV-170752		01-0000-0-5901-0000-3140-000-1210-00-000	9788325701	NURSE	106.67
			01-0000-0-5901-0000-8100-000-1210-00-000	9788325701	MAINT	63.37
			01-5810-0-5901-0000-2700-002-1210-00-000	9788325701	SM	41.52
			01-5810-0-5901-0000-2700-003-1210-00-000	9788325701	GT	41.52
			WARRANT TOTAL			\$253.08
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	5	TOTAL AMOUNT OF CHECKS:	\$3,652.13*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	5	TOTAL AMOUNT:	\$3,652.13*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	5	TOTAL AMOUNT OF CHECKS:	\$3,652.13*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$0.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$0.00*
			TOTAL PAYMENTS:	5	TOTAL AMOUNT:	\$3,652.13*

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2017

07/18/17 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 7040 GTUSD 16/17 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		
80563115	000126/02	EL DORADO COUNTY OFC OF ED				
		PV-170753	01-0000-0-5809-1110-4900-000-0000-00-000	111491	EXT DAY-MV STU JUN '17	1.23
			WARRANT TOTAL			\$1.23
80563116	000429/	EL DORADO COUNTY SHERIFF				
		PV-170754	01-0000-0-5800-0000-8100-003-0000-00-000	PERMIT #1190	10/24 FALSE ALARM	50.00
			01-0000-0-5800-0000-8100-003-0000-00-000	PERMIT #1190	11/16 FALSE ALARM	50.00
			01-0000-0-5800-0000-8100-003-0000-00-000	PERMIT #1190	02/05 FALSE ALARM	100.00
			WARRANT TOTAL			\$200.00
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$201.23*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	2	TOTAL AMOUNT:	\$201.23*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	2	TOTAL AMOUNT OF CHECKS:	\$201.23*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	2	TOTAL AMOUNT:	\$201.23*

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/13/2017

07/13/17 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8001 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
80562649	101845/	ACCELERATE LEARNING													
	175161	PO-170161	1.	01-0600-0-5875-1110-1000-003-1210-00-000									28299	STEMSCOPES 4-8TH GRADES	1,440.00
				WARRANT TOTAL											\$1,440.00
80562650	003740/	ACSA													
	175155	PO-170155	1.	01-0000-0-5300-0000-7100-000-0000-00-000									SUPT	ACSA DUES 2017/18	1,338.00
				WARRANT TOTAL											\$1,338.00
80562651	008233/	AMERICAN FIDELITY ASSURANCE													
		PV-180001		01-0000-0-9582-0000-0000-000-0000-00-000									B620931	JULY 2017	78.52
				WARRANT TOTAL											\$78.52
80562652	101302/	CDW GOVERNMENT													
	185015	PO-180015	1.	01-5810-0-4400-1110-1000-003-1210-00-000									JKP1171	GT CHROMEBOOKS	4,514.54
				WARRANT TOTAL											\$4,514.54
80562653	000060/	CSBA - CA SCHOOL BOARDS ASSOC													
	175157	PO-170157	1.	01-0000-0-5300-0000-7100-000-0000-00-000									INV-32377-Z3Y2R8	ELA MEMBRSH	969.00
	175157		1.	01-0000-0-5300-0000-7100-000-0000-00-000									INV-32377-Z3Y2R8	CSBA MEMBRSH	3,875.00
	175162	PO-170162	1.	01-0000-0-5800-0000-7100-000-0000-00-000									INV-34847-P8Q6N4	MANUAL MAINT	2,640.00
	175162		2.	01-0000-0-5875-0000-7100-000-0000-00-000									INV-34847-P8Q6N4	GAMUT ONLINE	1,700.00
				WARRANT TOTAL											\$9,184.00
80562654	000761/	FOLLETT SCHOOL SOLUTIONS INC													
		CL-170005		01-0600-0-4200-0000-2420-002-1205-00-000									646846F-0	SM LIBRARY BOOKS	88.40
				01-0600-0-4200-0000-2420-002-1205-00-000									646846-1	SM LIBRARY BOOKS	445.17
		CL-170006		01-0600-0-4200-0000-2420-003-1205-00-000									646854F-1	GT LIBRARY BOOKS	505.50
	185001	PO-180001	2.	01-0600-0-5875-0000-2420-002-1205-00-000									1272883	SM LIBRARY SOFTWARE	1,042.50
	185001		1.	01-0600-0-5875-0000-2420-003-1205-00-000									1272883	GT LIBRARY SOFTWARE	1,042.50
				WARRANT TOTAL											\$3,124.07
80562655	005675/	GOPHER SPORT													
	185006	PO-180009	1.	01-0000-0-4300-1110-1000-003-0000-33-000									9319043	GT RECESS EQUIPMENT	382.65

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/13/2017

07/13/17 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8001 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						\$382.65
80562656	081131/	PITNEY BOWES				
		PV-180002	01-0000-0-5902-0000-2700-000-0000-00-000	ACCT #18005942 REFILL PSTG MTR		600.00
WARRANT TOTAL						\$600.00
80562657	101855/	PONDEROSA BAND BOOSTERS				
		PV-180005	01-0000-0-5835-1110-1000-003-0600-00-000	GOLD COUNTRY JAZZ FEST REG		330.00
WARRANT TOTAL						\$330.00
80562658	101128/	SCHOOLS INSURANCE AUTHORITY				
		PV-180003	01-0000-0-9570-0000-0000-000-0000-00-000	EMP VISION - JUL 2017		1,459.62
			01-0000-0-9570-0000-0000-000-0000-00-000	RET VISION - JUL 2017		523.26
WARRANT TOTAL						\$1,982.88
80562659	101209/	SELF-INSURED SCHOOLS OF CALIF				
		PV-180004	01-0000-0-9570-0000-0000-000-0000-00-000	EMP MED - JUL 2017		50,655.00
			01-0000-0-9570-0000-0000-000-0000-00-000	EMP DENTAL - JUL 2017		6,600.00
			01-0000-0-9570-0000-0000-000-0000-00-000	RET MED - JUL 2017		5,247.00
			01-0000-0-9570-0000-0000-000-0000-00-000	RET DENTAL - JUL 2017		2,072.00
WARRANT TOTAL						\$64,574.00
80562660	100751/	SIGNATURE WIRELESS GROUP				
	185014	PO-180010	1. 01-0000-0-5800-0000-3600-000-0000-00-000	28079 SMR RPTR SVC JUL 2017		258.05
WARRANT TOTAL						\$258.05
80562661	100970/	TOTAL K12				
	185020	PO-180020	1. 13-5310-0-5875-0000-3700-000-1210-00-000	574 CAFE SFTWR ANN MAINT		1,100.00
WARRANT TOTAL						\$1,100.00
*** BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:		\$88,906.71*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$0.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$0.00*
		TOTAL PAYMENTS:	13	TOTAL AMOUNT:		\$88,906.71*
*** DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:		\$88,906.71*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$0.00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$0.00*
		TOTAL PAYMENTS:	13	TOTAL AMOUNT:		\$88,906.71*

AGENDA ITEM Consent

10.3 Personnel

BACKGROUND

Personnel

Re-Hire

C. Fanning, Teacher Associate, 4.25 hours per day, effective August 15, 2017
 T. Hanks, Teacher Associate, 3.5 hours per day, effective August 15, 2017
 N. Pifferini, Teacher Associate, 6.0 hours per day, effective August 15, 2017
 S. Sarmago, Teacher Associate-Bilingual, 6.0 hours per day, effective August 15, 2017
 J. Whitmore, Teacher, 1.0 FTE, effective August 14, 2017

Hiring

F. Davis, Bus Driver, 4.0 hours per day, effective August 14, 2017
 F. Davis, Playground Monitor, 1.5 hours per day, effective August 15, 2017
 T. Hanks, Playground Monitor, .75 hours per day, effective August 15, 2017
 S. Harm, Teacher, Temporary, .40 FTE, effective 2017-18 School Year
 J. Harriman, Classroom Aide—PE, 1.25 hours per day, effective August 15, 2017
 J. Harriman, Playground Monitor, .75 hours per day, effective August 15, 2017
 K. Nunez, Cafeteria Aide, .25 hours per day, effective August 15, 2017
 M. Webb, Playground Monitor, .25 hours per day, effective August 15, 2017
 A. Yost, Advisor: Yearbook, effective 2017-18 School Year

Resignation

G. Matyac, Classroom Aide—PE, 2.75 hours per day, effective June 22, 2017
 W. Scarlett, Chief Fiscal Officer, effective September 30, 2017

ATTACHMENTS

➤ None

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the action.

NOTES

If pulled from Consent

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

AGENDA ITEM

Consent

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

BACKGROUND

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

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the panel.

If pulled from Consent

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

AGENDA ITEM Consent

10.5 Approval of District Representatives to Employee Negotiations

BACKGROUND

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

Chief Negotiator: S. Lyons

Fiscal Support: W. Scarlett

Scribe: T. Orio

Administration Observer: B. Holler

Board Observer: D. Lander

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the representatives.

If pulled from Consent

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

AGENDA ITEM Consent

10.6 Williams Act Uniform Complaint Procedures Quarterly Report

BACKGROUND

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

ATTACHMENTS

- **Quarterly Report on Williams Uniform Complaints**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the report.

If pulled from Consent

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

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

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

District: Gold Trail Union School District

Person completing this form: Scott Lyons Title: Superintendent

Quarterly Report Submission Date: ☐ April 2017
(check one) ☒ July 2017
☐ October 2017
☐ January 2018

Date for information to be reported publicly at governing board meeting: August 3, 2017

Please check the box that applies:

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

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

Signature of District Superintendent

Date

AGENDA ITEM Consent

10.7 Nonpublic, Nonsectarian School/Agency Services Master Contract: Action Supportive Care Services 2017-18

BACKGROUND

This agreement for services allows for contingency medical services to be provided to Gold Trail Union School District students by a nonpublic school or a nonpublic agency. (*Education Code 56365*) The District rarely calls on these services but this may be necessary to meet students' needs.

ATTACHMENTS

➤ **2017-18 Contract for Services**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the contract.

NOTES

If pulled from Consent

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

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2017-2018

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GOLD TRAIL UNION SCHOOL DISTRICT

Contract Year 2017-2018

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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LOCAL EDUCATION AGENCY: Gold Trail Union School District

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

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2017, between Gold Trail Union School District, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado County SELPA and Action Supportive Care Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or

before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2017 to June 30, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California

Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR

shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the

appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone

logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such

changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

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

15. INSURANCE

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

PART I

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

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

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

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

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

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

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

Part A – Statutory Limits

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

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
- \$1,000,000 per occurrence
\$2,000,000 general aggregate
- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000** Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed

or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided

at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained

personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR

shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed to in writing by the LEA.

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003) AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 *et seq.*, Cal. Code Regs., title 2, section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

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

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for

services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic

school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Action Supportive Care Services
Nonpublic School/Agency

Gold Trail Union School District
LEA Name

By: _____
Signature Date

J. Karen Hahn, RN, BSN, Administrator
Name and Title of Authorized
Representative

By: Scott Lyons 7/26/17
Signature Date

Scott Lyons, Superintendent
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

J. Karen Hahn, Administrator

Nonpublic School/Agency/Related Service Provider

Action Supportive Care Services

Address

1190 Suncast Lane, Suite 5

City State Zip
El Dorado Hills, CA 95672

Phone Fax
530-933-6901 916-939-1959

Email
Karen.hahn@actionhomenursing.com

Name and Title

Scott Lyons, Superintendent

LEA

Gold Trail Union School District

Address

1575 Old Ranch Road

City State Zip
Placerville, CA 95667

Phone Fax
530-626-3194 530-626-3199

Email
slyons@gtusd.org

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2017-2018 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Action Supportive Care Services

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: \$3,000

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$65 hour</u>	<u>4 hour minimum</u>
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>

AGENDA ITEM

Consent

10.8 Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2017-18

BACKGROUND

This agreement for services allows for occupational and physical therapy services to be provided to Gold Trail Union School District students by a nonpublic school or a nonpublic agency.
(Education Code 56365)

ATTACHMENTS

➤ **2017-18 Contract for Services**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the contract.

If pulled from Consent

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

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2017-2018

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GOLD TRAIL UNION SCHOOL DISTRICT

Contract Year 2017-2018

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

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

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

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

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

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2017-2018

CONTRACT NUMBER:17/18-1

LOCAL EDUCATION AGENCY: Gold Trail Union School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Growing Healthy Children Therapy Services Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2017, between Gold Trail Union School District, hereinafter referred to as the local educational agency ("LEA"), a member of the EI Dorado County SELPA and Growing Health Children Therapy Services Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or

before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2017 to June 30, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California

Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR

shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the

appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone

logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such

changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

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

15. INSURANCE

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

PART I

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

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

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

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

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

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

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

Part A – Statutory Limits

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

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
- \$1,000,000 per occurrence
\$2,000,000 general aggregate
- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed

or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided

at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained

personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR

shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed to in writing by the LEA.

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003) AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 *et seq.*, Cal. Code Regs., title 2, section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

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

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for

services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic

school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Growing Health Children Therapy Services Inc.
Nonpublic School/Agency

Gold Trail Union School District
LEA Name

By: _____
Signature Date

Robyn Chu, Director
Name and Title of Authorized
Representative

By: Scott Lyons 7/26/17
Signature Date

Scott Lyons, Superintendent
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

Robyn Chu, Director

Nonpublic School/Agency/Related Service Provider

Growing Healthy Children Therapy Services Inc.

Address

3498 Green Valley Road

City State Zip
Rescue, CA 95672

Phone Fax
530-391-8670 888-538-0573

Email
rchu@ghcot.com

Name and Title

Scott Lyons, Superintendent

LEA

Gold Trail Union School District

Address

1575 Old Ranch Road

City State Zip
Placerville, CA 95667

Phone Fax
530-626-3194 530-626-3199

Email
slyons@gtusd.org

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2017-2018 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR LEA: Gold Trail Unified School District

The CONTRACTOR: Growing Healthy Children Therapy Services Inc.

The CONTRACTOR CDS NUMBER: 1A-09-016

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: \$12,500

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

- 1) Daily Basic Education Rate: _____
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____
- 3) Related Services
Rates to include: Treatment, consultations, evaluations, IEP attendance and report writing

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Adapted Physical Education (425)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Occupational Therapy (450)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Physical Therapy (460)</u>	<u>\$105</u>	<u>Per Hour</u>
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>

AGENDA ITEM

Consent

10.9 Memorandum of Understanding: Black Oak Mine Unified School District

BACKGROUND

The Board will authorize the execution of a Memorandum of Understanding between the Black Oak Mine Unified School District and the Gold Trail Union School District to share the services of a full time Mental Health Therapist for the 2017-18 school year.

ATTACHMENTS

➤ **Memorandum of Understanding**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will approve the memorandum.

If pulled from Consent

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



**MEMORANDUM OF UNDERSTANDING
BETWEEN BLACK OAK MINE UNIFIED SCHOOL DISTRICT
AND GOLD TRAIL UNION SCHOOL DISTRICT
2017-18**

This Memorandum of Understanding ("MOU") is for the 2017-18 school year, by and between Black Oak Mine Unified School District, hereinafter referred to as "BOMUSD" and Gold Trail Union School District, hereinafter referred to as "GTUSD".

RECITALS

Whereas, on June 30, 2011, Assembly Bill 114 was signed into law, which ended the state mandate on county mental health agencies to provide mental health services to students with disabilities.

Whereas, with the passage of AB 114, it is clear that local educational agencies are now solely responsible for ensuring students with disabilities receive special education and related services, including some services previously arranged for or provided by county mental health agencies.

Whereas, BOMUSD and GTUSD foresee the need to utilize the services of a Mental Health Therapist to provide a full range of educationally related mental health services to children in grades TK-12, including assessment, development of individual treatment plans and individual, group and family counseling.

Whereas, neither BOMUSD nor GTUSD require the services of a Mental Health Therapist on a full-time basis.

Whereas, BOMUSD and GTUSD intend to fund either all, or a majority of their shared portion of services with their allocation of Educationally Related Mental Health Services ("ERMHS") Grant.

Whereas, BOMUSD and GTUSD desire to share the services of a full-time Mental Health Therapist by having BOMUSD employ a Mental Health Therapist with GTUSD utilizing part of his/her time.

NOW, THEREFORE, IN CONSIDERATION of the mutual acts and promises of the parties, BOMUSD and GTUSD, covenant and agree as follows:

1. **MENTAL HEALTH THERAPIST**

The term "Mental Health Therapist" as used herein, shall mean a Licensed Marriage and Family Therapist or a Licensed Clinical Social Worker. This position may not be included in assignment



monitoring conducted by county offices of education and the California Commission on Teacher Credentialing. BOMUSD and GTUSD will ensure that employees in this position possess required licensure or training as established in state law.

2. EMPLOYMENT

BOMUSD shall employ, engage, and hire (with input from GTUSD) an employee as a Mental Health Therapist. It is understood and agreed that Mental Health Therapist is at all times relevant herein, including determining status for workers' compensation claims, an ERMHS Grant funded employee of BOMUSD. BOMUSD will at all relevant times secure the payment of workers' compensation for the Mental Health Therapist. This is intended to constitute an agreement under Labor Code section 3602(d) for BOMUSD to secure payment of workers compensation on behalf of both parties.

It is further understood and agreed that BOMUSD Mental Health Therapist shall simultaneously serve as the GTUSD Mental Health Therapist during the term of this MOU.

3. DUTIES AND RESPONSIBILITIES

It is understood and agreed that the Mental Health Therapist shall perform such duties as set forth in the attached BOMUSD Mental Health Therapist 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.

4. TERMS AND CONDITIONS OF MENTAL HEALTH EMPLOYMENT

Nothing contained herein shall be interpreted as prohibiting or otherwise limiting mutual goal setting, joint planning or other collaborative efforts of any kind which, are hereby encouraged, by and between the Mental Health Therapist and the GTUSD Governing Board.

Supervision: It is understood and agreed that the Mental Health Therapist shall be under the general supervision, orders, advice, and direction of BOMUSD. However, it is further understood and agreed that at such times Mental Health Therapist is performing services for GTUSD at the direction of BOMUSD, Mental Health Therapist shall be subject to GTUSD supervision, orders, and advice.

Evaluation: Mental Health Therapist shall be evaluated by BOMUSD subject to input by GTUSD.

Compensation: Any and all payment to Mental Health Therapist shall be the responsibility of BOMUSD, who shall determine the Mental Health Therapist's level of compensation, including benefits.

Continuation of Employment: Subject to consultation with GTUSD, BOMUSD shall have full and exclusive authority to determine whether and to what extent Mental Health Therapist shall continue in the employment of BOMUSD.



Dates and Time Performing Service: It is understood and agreed that Mental Health Therapist shall perform such services at such time and in such manner for BOMUSD and GTUSD agree upon up to one hundred eighty-one (181) days for both districts.

It is further understood and agreed that Mental Health Therapist shall perform such services at BOMUSD for one hundred-nine (109) days and at GTUSD for seventy-two (72) days.

Hours and Change of Assignment: Mental Health Therapist's hours and assignments may be adjusted or changed by GTUSD in accordance with the following terms and conditions:

- Mental Health Therapist's hours shall be aligned with school hours.
- IEPs and student study team meetings shall be taken into consideration when setting hours

While this MOU is in effect for the Mental Health Therapist position, any employee filling this position shall be a member of the BOMUSD Confidential Employee Group, with the filling of this position completely subject to ERMHS Grant funding. This employee shall have one hundred eighty-one (181) contract days and be eligible for Masters or Doctors degree stipends as stated on the attached BOMUSD Mental Health Therapist Salary Schedule.

5. REIMBURSEMENT

GTUSD shall reimburse BOMUSD for Mental Health Therapist services in an amount and in a manner as follows:

- Seventy-two (72) days of service based on the attached BOMUSD School District Mental Health Therapist Salary Schedule (Exhibit B) rate, at the appropriate placement, plus prorated statutory and health and welfare benefits.
- BOMUSD shall bill GTUSD on a per annum basis, in two (2) equal installments, one in November and one in May of the school year of service. (See Exhibit C for payment information.)

If during the year any changes are made to the Mental Health Therapist 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 for actual days served at the end of the school year and will be based on the final board approved 2016-17 Mental Health Therapist Salary Schedule.

6. SICK DAYS AND OTHER ABSENCES

It is understood and agreed that if Mental Health Therapist is sick or otherwise absent for any reason on days she/he is assigned to GTUSD, such days shall be chargeable to GTUSD.

Notwithstanding anything contained herein to the contrary, if other days are available for



exchange for said days of absence, then GTUSD and Mental Health Therapist may agree to another schedule.

7. TRANSPORTATION AND OUT-OF-POCKET EXPENSES

Reimbursement for any transportation or out-of-pocket expenses to which Mental Health Therapist is entitled, relative to GTUSD shall be the responsibility of GTUSD. Authorization to make such claims (i.e., purchase orders, mileage reimbursement requests) shall be made through GTUSD District Office and reimbursement is contingent on receiving prior written approval from GTUSD's Superintendent or Superintendent's designee.

8. SUBSTITUTE OR TEMPORARY EMPLOYEE

If Mental Health Therapist is absent for any reason requiring a substitute for any period of time, BOMUSD shall be responsible for finding and hiring a replacement at such rate and upon such terms as mutually determined by BOMUSD and GTUSD.

9. DURATION

This Agreement is for a period of one (1) year, beginning July 1, 2016 and ending June 30, 2017.

10. MODIFICATION OR EXTENSION

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

11. INDEMNIFICATION

A. Black Oak Mine

BOMUSD agrees to indemnify and hold harmless GTUSD, its Board, its Board members, and its officers from any action in law or equity or in any administrative proceeding for the actions or lack of action of any of the employees of BOMUSD, including the Mental Health Therapist, which acts or lack of action are for or on behalf of BOMUSD. BOMUSD agrees to maintain all of its current insurance coverage, and that its insurance coverage shall be called on first should any such action, proceeding, or any claim be made against GTUSD, its Board, its Board Members, its officers, and its employees for their actions or inaction done on behalf of BOMUSD.

B. Gold Trail

GTUSD agrees to indemnify and hold harmless the BOMUSD, its Board, its Board members, and its officers from any action in law or equity or in any administrative proceeding for the actions or lack of action of any of the employees of GTUSD, including the Mental Health Therapist, which acts or lack of action are for or on behalf of GTUSD. GTUSD agrees to maintain all of its current insurance coverage, and that its insurance coverage shall be called on first should any such action, proceeding, or any claim be made against BOMUSD, its Board, its Board Members, its officers, and its employees for their actions or inaction done on behalf of GTUSD.



12. TERMINATION

This Agreement may be terminated by either party upon written notification of the other party by February 1, 2017.

GOLD TRAIL UNION SCHOOL DISTRICT

Joe Murchison, Superintendent

Date: _____

BLACK OAK MINE UNIFIED SCHOOL DISTRICT



Jeremy Meyers, Superintendent

Date: 5/10/17

EXHIBIT C

	Salary	Variable Benefits	Health & Welfare	Total Cost
Mental Health Therapist	\$ 69,271	\$ 17,443	\$ 10,207	\$ 96,921
Gold Trail		72	\$ 38,554.21	
BOMUSD		109	\$ 58,366.79	
Total Days		181		

AGENDA ITEM

Consent

10.10 Resolution 2017-18: 08-01 Authorization to Teach

BACKGROUND

As allowed by Education Code 44256, to permit the District flexibility in assigning teaching staff, the Board will adopt subject Resolution.

ATTACHMENTS

➤ **Resolution**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will adopt the resolution.

If pulled from Consent

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

**Gold Trail Union School District
RESOLUTION 2017-18:08.01**

AUTHORIZATION TO TEACH

WHEREAS, the Governing Board of the Gold Trail Union School District does hereby find as follows:

WHEREAS, Education Code Section 44256(b) states that *The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent;*

WHEREAS, the District is fortunate to have in its employment several faculty members who are holders of a multiple subject teaching credential or a standard elementary credential who have completed at least 12 semester units or six upper division or graduate units in coursework that is offered at Gold Trail School;

WHEREAS, a position requiring either a single subject credential or a multiple subject teaching credential or a standard elementary credential who has completed at least 12 semester units or six upper division or graduate units is necessary at Gold Trail School for the 2016-17 school year; and

WHEREAS, a faculty member who satisfies the required units and who is willing consent to the assignment;

THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Gold Trail Union School District that credentialed teachers who satisfy the requirements as stated in Education Code Section be authorized to teach at Gold Trail School for the 2017-18 school year.

I hereby certify the foregoing to be a full, true, and correct copy of a resolution duly amended by the Governing Board at a Regular Meeting of said board held at Placerville, California, on August 3, 2017

AYES [] NOES [] ABSTAIN [] ABSENT []

Attest:

S. Hennike President

S. Lyons, Secretary

AGENDA ITEM

Consent

10.11 Second Reading and Adoption of Board Policies, Administrative Regulations and Board Bylaws

BACKGROUND

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)
- ❖ BP 1340, Access to District Records (BP revised)
- ❖ BP 2121, Superintendent's Contract (BP revised)
- ❖ BP/AR 3551, Food Service Operations/Cafeteria Plan (BP/AR revised)
- ❖ AR 3580, District Records (AR Revised)
- ❖ BP/AR 4127, 4227, 4327, Temporary Athletic Team Coaches (BP/AR revised)
- ❖ BP 4312.1, Contracts (BP revised)
- ❖ AR 5145.3, Nondiscrimination/Harassment (AR revised)
- ❖ BP 6142.93, Science Instruction (BP revised)
- ❖ BP 6145, Extracurricular and Cocurricular Activities (BP revised)
- ❖ BP/AR 6145.2, Athletic Competition (BP/AR revised)
- ❖ BP/AR 6178.1, Work-Based Learning (BP/AR revised)
- ❖ BP 7214, General Obligation Bonds (BP revised)
- ❖ BB 9012, Board Member Electronic Communications (BB revised)

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will adopt the roster.

If pulled from Consent

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

POLICY GUIDE SHEET

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BP/AR 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 2306, 2016) which authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to course credit transfer and exemption from local graduation requirements for former juvenile court school students. Regulation also references **NEW LAW** (SB 1375, 2016) which requires districts, on or before July 1, 2017, to post information relating to Title IX, including specified information about complaint procedures, on their web sites.

BP 1340 - Access to District Records

(BP revised)

Policy updated to reflect **NEW COURT DECISION** (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

BP 2121 - Superintendent's Contract

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1436, 2016) which requires the board, prior to taking final action on the superintendent's salary or benefits, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies that deliberations regarding the superintendent's salary or other compensation cannot be held during a special meeting of the board.

BP/AR 3551 - Food Service Operations/Cafeteria Plan

(BP/AR revised)

Policy and regulation updated to reflect **NEW FEDERAL GUIDANCE** (U.S. Department of Agriculture Memorandum SP 46-2016 and SP 23-2017) which mandates any district participating in the National School Lunch and/or Breakfast Program to adopt a written policy on meal charges, including the collection of delinquent meal charge debt, no later than July 1, 2017, and to annually communicate that policy to parents/guardians. Policy and regulation also reflect **NEW STATE GUIDANCE** (California Department of Education Management Bulletin SNP-03-2017) which requires district policy to ensure that students with unrecovered or delinquent meal charge debt are not overtly identified, requires that debt collection efforts are consistent with specified cost principles, and establishes conditions for reclassifying unpaid debt as bad debt. Policy also revised to reflect the Buy American provision of federal regulations which requires districts, to the maximum extent practicable, to purchase domestically grown and processed foods.

AR 3580 - District Records

(AR revised)

Regulation updated to revise material related to the retention of electronic records, including records pertaining to district business that are created, saved, sent, or received on an employee's or board member's personal device, to reflect **NEW COURT DECISION** (City of San Jose v. Superior Court) which held that such records may be accessible to the public in accordance with the California Public Records Act.

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BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 1639, 2016) which requires coaches, beginning July 1, 2017, to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. Policy also allows a coach to submit either the Activity Supervisor Clearance Certificate or the Department of Justice and Federal Bureau of Investigation criminal background check. Material regarding certification of coaches' qualifications to the board and the State Board of Education moved from AR to BP.

BP 4312.1 - Contracts

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1436, 2016) which requires the board, prior to taking final action on the salary or benefits of employees whose position within the district is established through an employment contract, to orally report a summary of the recommended action during open session of a board meeting. Updated policy also clarifies the limited circumstances under which salary and benefits may be discussed in closed session and the prohibition against discussing salary or other compensation during a special meeting of the board.

AR 5145.3 - Nondiscrimination/Harassment

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017. Regulation also explains the limited impact in California of the February 22, 2017 federal action to rescind earlier guidance regarding transgender students' use of sex-segregated facilities in accordance with their gender identity.

BP 6142.93 - Science Instruction

(BP revised)

Policy updated to reflect the **NEW CURRICULUM FRAMEWORK** for science instruction adopted by the State Board of Education in November 2016 and the Next Generation Science Standards. Policy also adds new material related to the required course of study, science courses required for high school graduation, staff development, program evaluation, and safety in science laboratories.

BP 6145 - Extracurricular and Cocurricular Activities

(BP revised)

Policy updated to reflect law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in extracurricular activities. Legal cites added for the prohibition against student fees and the requirement to annually review the policy.

BP/AR 6145.2 - Athletic Competition

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (AB 1639, 2016) which requires (1) distribution to student athletes and parents/guardians of information on the nature and warning signs of sudden cardiac arrest, (2) training of coaches and athletic directors on the nature and warning signs of sudden cardiac arrest, and (3) removal of a student from an athletic activity if he/she passes out or faints, until clearance is obtained from a health care provider. Policy also updated to reflect the prohibition against the use of a racially derogatory or discriminatory athletic team name, mascot, or nickname. Policy reflects law which provides that a homeless student must be immediately deemed to meet all residency requirements for participation in interscholastic athletic activities. Regulation also updated to reflect **NEW LAW** (SB 1375, 2016) which requires districts and schools to post specified Title IX information on their web sites by July 1, 2017.

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BP/AR 6178.1 - Work-Based Learning

(BP/AR revised)

Policy updated to add material formerly in AR regarding board approval of any district plan for work-based learning and board approval to pay students' wages out of district funds. Regulation updated to reflect **NEW LAW** (AB 2063, 2016) which authorizes the district to grant credit for satisfactory completion of a work experience education program to students ages 14-15 when the principal certifies that such credit is necessary for the student's participation in a career technical education (CTE) program. Regulation also reflects provision of AB 2063 which allows students to participate in job shadowing activities for up to 40 hours per semester, intersession, or summer school session if the principal certifies that it is necessary for participation in a CTE program.

BP 7214 - General Obligation Bonds

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1029, 2016) which requires the board to adopt a debt management policy prior to issuing any debt, including a general obligation bond, and to certify to the California Debt and Investment Advisory Commission that any proposed issuance of debt is consistent with the district's policy. Policy also reflects **NEW LAW** (AB 2116, 2016) which requires the board to obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor, and **NEW LAW** (AB 2738, 2016) which prohibits districts from withdrawing proceeds from bond sales at any time for the purpose of making investments outside the county treasury. Policy also adds caution that some uses of bond proceeds that are specified in the Education Code for bond elections with a 66.67 percent threshold may be inconsistent with the California Constitution and encourages consultation with legal counsel.

BB 9012 - Board Member Electronic Communications

(BB revised)

Bylaw updated to reflect **NEW COURT DECISION** (City of San Jose v. Superior Court) which held that using a personal account or device to send or receive communications regarding public business does not categorically exclude those records from disclosure in response to a request under the California Public Records Act and that public agencies are obliged to disclose applicable records that they can locate with reasonable effort.

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 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 (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, **legislation enacted in 2015 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, **and** homeless students, **and former juvenile court school students**; assignment of students to courses without educational content; and physical education instructional minutes, as specified in items #3 and #6-**9-10** 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, CSBA believes that the 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.

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid 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. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English ~~Language~~ 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)

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, ethnic

UNIFORM COMPLAINT PROCEDURES (continued)

group identification, age, religion, marital, 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)

Note: Pursuant to Education Code 222, as added by AB 302 (Ch. 690, Statutes of 2015), a district is required to provide specified accommodations to lactating students on campus, and a complaint may be filed using the UCP when any such student is denied such accommodations.

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)

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)

Note: Item #6 below permits the use of the UCP for resolving complaints of district noncompliance with law related to specified educational rights of a foster youth pursuant to Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015). For details of the educational rights of foster youth, see BP/AR 6173.1—Education for Foster Youth.

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

UNIFORM COMPLAINT PROCEDURES (continued)

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: Item #7 below permits the use of the UCP for resolving complaints of district noncompliance with law related to specified educational rights of a homeless student pursuant to Education Code 51225.1-51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015). For details of the educational rights of homeless students, see BP/AR 6173 - Education for Homeless Children.~~

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, 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)

~~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 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)**

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

~~Note: Item #8 below is for districts that serve grades 9-12 students. Pursuant to Education Code 51228.1 and 51228.2, as added by AB 1012 (Ch. 703, Statutes of 2015) and as specified below, a UCP complaint may be filed against a district that assigns a student to a course with no educational content for more than one week in any semester or to a course which the student has previously completed, unless the district meets specified conditions. For more information, see BP 6152 - Class Assignment.~~

- 8-9. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student 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)**

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 6152 - Class Assignment)

Note: Item #9 below is for districts maintaining elementary schools. Pursuant to Education Code 51223, as amended by AB 1391 (Ch. 706, Statutes of 2015), the UCP may be used to file a complaint when an elementary school has not complied with the requirement to offer 200 minutes of physical education instruction each 10 school days. For details of this requirement, see BP/AR 6142.7 Physical Education and Activity.

- 9-10.** 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 #**10-11** below.

- 10-11.** 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.

- 11-12.** 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 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.

UNIFORM COMPLAINT PROCEDURES (continued)

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. **As appropriate** ~~For~~ any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep **confidential** 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. **For procedures related to complaints of discrimination in employment, see AR 4030 - Nondiscrimination in Employment.**

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

UNIFORM COMPLAINT PROCEDURES (continued)

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.
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. Any complaint alleging fraud shall be referred to the California Department of Education.

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, the 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 any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

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

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

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

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

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

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

52300-52490 Career technical education

52500-52616.24 Adult schools

~~52800-52870 School-based program coordination~~

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 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

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

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20 (continued)

6301-6577 Title I basic programs

6801-~~6871~~**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:

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 2011

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>

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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 legislation enacted in 2015** 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, **and** homeless students, **and former juvenile court school students**; assignment of students to courses without educational content; and physical education instructional minutes, as specified in **items #3 and #6-10 of** 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 **requires-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."

UNIFORM COMPLAINT PROCEDURES (continued)

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 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 Rd., Placerville, CA. 95667

(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 mandates 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.

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 include** current state and federal laws and regulations governing the program,

UNIFORM COMPLAINT PROCEDURES (continued)

applicable processes for investigating and resolving complaints, including those alleging unlawful 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** the district to include specified information in the required annual notice of its UCP to students, parents/guardians, employees, and others. ~~Pursuant to Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015), the district is required to include information about specified educational rights of foster youth and homeless students in its annual UCP notification.~~ **Education Code 51225.1-51225.2, as amended by AB 2306 (Ch. 464, Statutes of 2016), require that the notice include information about specified educational rights of former juvenile court school students 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 the rights of former juvenile court school students.**

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 information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth, **and homeless students, and former juvenile court school students** 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, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

UNIFORM COMPLAINT PROCEDURES (continued)

(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. 6173.3 - 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, ~~and~~ complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 ~~may~~ shall be posted on the district web site and, ~~if available, 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.

UNIFORM COMPLAINT PROCEDURES (continued)

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.

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.

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 **reveals 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.

- 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: **Items #4h and i below reflect Pursuant to Education Code 48853, 48853.5, and 49069.5, as well as 51225.1-51225.2 as amended by AB 379-2306 (Ch. 772 464, Statutes of 2015 2016), the UCP notice must include information regarding certain educational rights of foster youth, homeless students, and former juvenile court school students, as provided in items #4h and i below.** Pursuant to Education Code 48853.5, **as amended**, the 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.

- 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, ~~or~~ homeless student, **or former juvenile court school student** 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: To ensure that the public is made aware of districts' 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)

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 the 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)

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 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 regards to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.
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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 indicate 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. **However, The OCR publications acknowledge that situations may exist in which a district cannot honor a student's request for confidentiality, but caution 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. This** These guiding principles would also apply to harassment on other bases, such as the basis of race, gender, or disability, or other protected characteristic. ~~Districts should consult legal counsel before honoring a request to withhold the victim's name from the alleged perpetrator~~

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 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.

UNIFORM COMPLAINT PROCEDURES (continued)

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 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)

AR 1312.3(n)

UNIFORM COMPLAINT PROCEDURES (continued)

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 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., ~~a stay-away order~~ **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 the 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:

AR 1312.3(o)

UNIFORM COMPLAINT PROCEDURES (continued)

- a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - 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 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
AR 1312.3(p)

UNIFORM COMPLAINT PROCEDURES (continued)

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
 - 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 the 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 within 180 days of the alleged discrimination.

UNIFORM COMPLAINT PROCEDURES (continued)

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.

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

AR 1312.3(r)

UNIFORM COMPLAINT PROCEDURES (continued)

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
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, appropriate corrective action is provided to the complainant or other affected person. However, in certain instances, the law may require corrective action 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 the 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, as amended by AB 1391 (Ch. 706, Statutes of 2015). Districts that do not maintain elementary schools should delete reference to physical education from the following paragraph.

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)

AR 1312.3(s)

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 the CDE, as provided below. Pursuant to Education Code 49013, the district is **mandated** to adopt procedures that include the right to appeal to the 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 regards 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, **and** homeless students, **and former juvenile court school students;** (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-**9-10** of the accompanying Board policy.

Any complainant who is dissatisfied with the district's final written decision 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, the 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.

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 the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (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)

1. A copy of the original complaint

2. A copy of the written decision

AR 1312.3(t)

UNIFORM COMPLAINT PROCEDURES (continued)

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: The 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.

Policy Reference UPDATE Service

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CSBA Sample

Board Policy

Community Relations

BP 1340(a)

ACCESS TO DISTRICT RECORDS

Note: The following **optional** policy and accompanying administrative regulation reflect **requirements of the laws regarding public access under the California Public Records Act (CPRA) (Government Code 6250-6270) to pertaining to public access to district-public records of the district under the California Public Records Act (Government Code 6252-6270).** "Public records," as defined by Government Code 6252, include any records relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics; see section on "Definitions" in the accompanying administrative regulation. For information regarding retention of records, see BP/AR 3580 - District Records, **AR 4112.6/4212.6/4312.6 - Personnel Files**, and BP/AR 5125 - Student Records.

The Governing Board recognizes the right of citizens to have access to public records of the district. The Board intends the district to provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - *Free and Reduced Price Meals*)
(cf. 3580 - *District Records*)
(cf. 4112.5/4212.5/4312.5 - *Criminal Record Check*)
(cf. 4112.6/4212.6/4312.6 - *Personnel Files*)
(cf. 4119.23/4219.23/4319.23 - *Unauthorized Release of Confidential/Privileged Information*)
(cf. 5020 - *Parent Rights and Responsibilities*)
(cf. 5125 - *Student Records*)
(cf. 5125.1 - *Release of Directory Information*)
(cf. 6162.5 - *Student Assessment*)
(cf. 9011 - *Disclosure of Confidential/Privileged Information*)
(cf. 9321 - *Closed Session Purposes and Agendas*)

Note: In City of San Jose v. Superior Court, the California Supreme Court held that communications regarding public business transmitted to or by public officials on a personal account or device are not categorically exempt from disclosure under the CPRA (Government Code 6250-6270). The court noted that public agencies are required to disclose all applicable records that can be located "with reasonable effort," including those records contained on a public official's or employee's personal device regardless of whether they were transmitted through district servers. Such searches need not be extraordinary or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications. Also see AR 3580 - District Records and BB 9012 - Board Member Electronic Communications.

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

ACCESS TO DISTRICT RECORDS (continued)*(cf. 4040 - Employee Use of Technology)**(cf. 9012 - Board Member Electronic Communications)*

Note: Government Code 6253 authorizes the district to charge a person requesting a copy of a record a fee covering the direct costs of duplication; however, no fee can be charged to a person who wishes to inspect but not copy a record. In North County Parents Organization for Children with Special Needs v. Department of Education, the court determined that direct costs include only the cost of running the copy machine and possibly the expense of the person operating it. Direct costs do not include the other costs that may be associated with the request, such as searching, reviewing, or redacting the record; assisting the requester in formulating the request; responding to the request; or employee time to sit with the requester during inspection of the record. Because it is not clearly authorized by law, districts wishing to charge for the cost of the copy machine operator should consult with legal counsel.

In addition, Government Code 6253 authorizes districts to provide faster access or access to more records than the minimum standards provided by law. According to the court in North County Parents Organization, this provision permits a district to waive or reduce its fees. For example, a district may consider waiving fees below a certain dollar threshold because the costs of collecting the fee exceed the fee amount.

The district may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

Note: The following paragraph is **optional**.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

*Legal Reference:***EDUCATION CODE**35145 *Public meetings*35170 *Authority to secure copyrights*35250 *Duty to keep certain records and reports*41020 *Requirement for annual audit*42103 *Publication of proposed budget; hearing*44031 *Personnel file contents and inspections*44839 *Medical certificates; periodic medical examination*49060-49079 **Pupil Student** records49091.10 *Parental review of curriculum and instruction*~~52850 *Applicability of article (School Based Program Coordination Plan availability)*~~**GOVERNMENT CODE**3547 *Proposals relating to representation*6250-6270 *California Public Records Act*6275-6276.48 *Other exemptions from disclosure*53262 *Employment contracts*54957.2 *Minute book record of closed sessions*

Legal Reference continued: (see next page)

ACCESS TO DISTRICT RECORDS (continued)

Legal Reference: (continued)

GOVERNMENT CODE (continued)

54957.5 Agendas and other writings distributed for discussion or consideration

81008 Political Reform Act, public records; inspection and reproduction

CALIFORNIA CONSTITUTION

Article 1, Section 3 Right of access to governmental information

CODE OF REGULATIONS, TITLE 5

430-438 Individual ~~pupil~~ **student** records

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Los Angeles County Board of Supervisors v. Superior Court (2016) 2 Cal.5th 282

International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319

Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381

Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324

Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414

North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144

ATTORNEY GENERAL OPINIONS

71 Ops.Cal.Atty.Gen. 235 (1988)

64 Ops.Cal.Atty.Gen. 186 (1981)

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

ATTORNEY GENERAL PUBLICATIONS

Summary of the California Public Records Act, 2004

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

The People's Business: A Guide to the California Public Records Act, 2008

WEB SITES

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

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

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

State Bar of California: <http://www.calbar.ca.gov>

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Board Policy

Administration

BP 2121(a)

SUPERINTENDENT'S CONTRACT

Note: The following **optional** policy should be modified to reflect district practice.

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 - Goals for the School District)

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

Note: The following list of contract components is consistent with a template for Superintendent contracts developed by CSBA. The annotated template contract with additional context and suggestions is available by contacting legal@csba.org.

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work

Note: The contract should include the salary, health and welfare benefits, and other compensation for the position, as provided in item #3 below. Federal law (26 USC 105; 42 USC 300gg 16; 26 CFR 1.105-11) prohibits favoring "highly compensated" individuals (i.e., the highest paid 25 percent of all employees, with specified exceptions) in terms of the level of benefits provided. Although implementation of this provision with respect to group health plans has been delayed until the issuance of federal regulations or guidance, it is recommended that districts prepare to comply with the expected rules. See AR 4154/4254/4354 — Health and Welfare Benefits.

3. Salary, health and welfare benefits, and other compensation for the position

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

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

SUPERINTENDENT'S CONTRACT (continued)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

6. General duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

7. Criteria, process, and procedure for annual evaluation of the Superintendent

(cf. 2140 - Evaluation of the Superintendent)

8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract

Note: Pursuant to Education Code 35031, **if the Governing Board decides not to reemploy the Superintendent, it must notify the Superintendent him/her at least 45 days in advance before the contract expires if it decides to not reemploy him/her.** If the Board fails to provide the required prior written notice, the Superintendent shall be deemed reemployed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation.

10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 **calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in **writing and in** a timely manner of the requirement to give notice**

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

SUPERINTENDENT'S CONTRACT (continued)

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date
12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of an employee may be discussed in closed session under the "personnel exception." However, **Government Code 54957 prohibits the use of closed session for discussion or action on the Board may not discuss or act upon** any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline **in closed session under this exception.** In San Diego Union v. City Council, a California Court of Appeal held that the "personnel exception" provided in Government Code 54957 does not extend to discussions of salary and compensation.

Notwithstanding Government Code 54957, the Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may only meet in closed session for such purposes with a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The Attorney General's publication The Brown Act: Open Meetings for Local Legislative Bodies, also states that the "labor exception" applies to meeting in closed session to instruct its representatives concerning negotiations with prospective employees. Boards wishing to discuss the Superintendent's salary in closed session under the "labor exception" are encouraged to consult legal counsel before doing so.

In addition, pursuant to Government Code 54956, the Board is prohibited from deliberating on the salary or other compensation of the Superintendent at a special meeting. See BB 9320 - Meetings and Notices and BB 9321 - Closed Session Purposes and Agendas.

The following paragraph should be revised to reflect district practice.

The Board may deliberate about terms of the contract in closed session at a regular meeting. **However, ~~discussions~~ discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only as permitted under Government Code 54957.6 between the Board and its designated representative(s), as permitted under Government Code 54957.6** (the "labor exception"), for the purpose of reviewing the Board's position **and/or** instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. **Such deliberations shall not be held during a special meeting.** (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

SUPERINTENDENT'S CONTRACT (continued)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

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

Note: Pursuant to Government Code 54953, as amended by SB 1436 (Ch. 175, Statutes of 2016), the Board must, in open session, orally report a summary of the recommendation for final action on the Superintendent's salary or benefits and must make related records available to the public in accordance with the California Public Records Act. Thus, Government Code 54953 limits the Board's ability to approve changes to salary or benefits as part of a consent calendar and instead requires such approval to be a separate agenda item. For identical requirements regarding final action on the salary or benefits or other district executives, see BP 4312.1 - Contracts.

The Board shall take final action on the Superintendent's contract **in an open meeting during an open session of a regularly scheduled Board meeting, which—and that action** shall be reflected in the Board's minutes. **At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits.** (Government Code 3511.1, 53262, **54953, 54957.6**)

Copies of the contract **and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation** shall be available to the public upon request. (Government Code 53262, **54953, 54957.6**)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Termination of Contract

Note: Pursuant to Government Code 53260, every employee contract must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to his/her monthly salary multiplied by the number of months left on the contract. For a Superintendent contract executed prior to January 1, 2016, if the unexpired term is greater than 18 months, this maximum is equal to the monthly salary multiplied by 18. For a Superintendent contract executed on or after January 1, 2016, Government Code 53260, as amended by AB 215 (Ch. 240, Statutes of 2015), provides that the maximum cash settlement is the monthly salary multiplied by 12. Cash settlements may be less than these maximums. The district must make termination agreements available to the public upon request. See AR 4117.5/4217.5/4317.5 - Termination Agreements.

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

SUPERINTENDENT'S CONTRACT (continued)

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

Note: AB 215 (Ch. 240, Statutes of 2015) amended Government Code 53260 to eliminate the option to provide a settlement equivalent to up to six months' salary when the Superintendent's contract is terminated for specified causes.

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference: (see next page)

SUPERINTENDENT'S CONTRACT (continued)

Legal Reference:

EDUCATION CODE

35031 *Term of employment*

41325-41329.3 *Conditions of emergency apportionment*

GOVERNMENT CODE

3511.1-3511.2 *Local agency executives*

6250-6270 *California Public Records Act*

53243-53243.4 *Abuse of office*

53260-53264 *Employment contracts*

54953 *Oral summary of recommended salary and benefits of superintendent*

54954 *Time and place of regular meetings*

54956 *Special meetings*

54957 *Closed session personnel matters*

54957.1 *Closed session, public report of action taken*

54957.6 *Closed sessions regarding employee matters*

UNITED STATES CODE, TITLE 26

105 *Self-insured medical reimbursement plan; definition of highly compensated individual*

UNITED STATES CODE, TITLE 42

300gg-16 *Group health plan; nondiscrimination in favor of highly compensated individuals*

CODE OF FEDERAL REGULATIONS

1.105-11 *Self-insured medical reimbursement plan*

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San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

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57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

Superintendent Contract Template, 2015

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

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

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

California Office of the Attorney General, ~~Department of Justice:~~ <http://caag.state.ca.us>;

<https://oag.ca.gov>

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Board Policy

Business and Noninstructional Operations

BP 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: The following **optional** 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 (~~42 USC 1751-1769j, 1773~~) must maintain a nonprofit school food service program. Revenues received through the program may be used **only** for the operation or improvement of the food service program, ~~except that such revenues must not be used to~~ **but not to construct buildings. Revenues also may not be used to** purchase land or buildings, **unless otherwise approved by the USDA.** ~~or construct buildings unless otherwise approved.~~ 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 Management Bulletin SNP-17-2016.

The Superintendent or designee shall ensure that all food service personnel possess **appropriate 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

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

procedures ~~and other appropriate personnel~~ 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 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.

~~In addition, on a date to be determined by the U.S. Secretary pursuant to 42 USC 1776, food service directors will be required to meet minimum requirements related to education, training, and certification.~~

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

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 resolution, authorize the serving of meals to persons other than those listed above. In Management Bulletin No. 00-111, the CDE states that the Board's policy or resolution must specify the circumstances under which 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.

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 **Governing** 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. ~~In setting prices for students who are not eligible for the free and reduced price meal program, 42 USC 1760 requires schools to charge those students a price that is, on average, equal to the difference between free meal reimbursement and paid meal reimbursement. Schools that charge less than the average are required to gradually increase their prices over time until they meet the requirement or may cover the difference with nonfederal funds. 42 USC 1760 provides that the price shall generally not increase more than 10 cents each year, but allows districts to establish a higher increase at their discretion. For information about setting prices for full-price meals, see 42 USC 1760 and CDE Management Bulletin USDA-SNP-16-2012.~~

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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.

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)

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.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, and shall clearly communicate these procedures and related district policies to students and parents/guardians. 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.

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.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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 225 2 CFR Part 200, Appendix VII** and **U.S. Department of Agriculture (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.

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)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Procurement of Foods

Note: The following section is for districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773). Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meals 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.

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 exception.

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.** USDA correspondence dated August 30, 2013, provides a list of documents that may be requested by the CDE for the review.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, 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.

(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 Meals for needy students

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

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

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

~~225 Cost Principles for State, Local, and Indian Tribal Governments~~

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: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

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

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, Management Bulletin USDA-SNP-06-2015, May 2015

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

Paid Lunch Equity Requirement, 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

Management Bulletin USDA-SNP-01-2008, February 2008

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

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Financial Management of the School Meal Programs, Correspondence, August 30, 2013

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

U.S. DEPARTMENT OF EDUCATION GUIDANCE

FAQs About School Meals

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>

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

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CSBA Sample

Administrative Regulation

Business and Noninstructional Operations

AR 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

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) Management Bulletin **USDA SNP-01-2008 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 **and pricing** 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 Management Bulletin and the **U.S. Department of Agriculture's (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 when a student's meal payment account has a low or negative balance.

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 Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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.

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.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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 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: 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 follow paragraphs should be revised to reflect district practice. Also see the accompanying Board policy.

Students and their parents/guardians shall be notified whenever their account has a **zero 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: The following optional paragraph reflects CDE guidance in its Management Bulletin SNP-03-2017.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee may enter into a repayment plan 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.

Note: CDE 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 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, the 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.

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)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

Note: ~~Education Code 38100-38103 specify allowable expenditures from the cafeteria fund. AB 86 (Ch. 48, Statutes of 2013) repealed Education Code 38102, which had authorized the establishment of a cafeteria equipment reserve fund to be used for the purchase, lease, maintenance, or replacement of cafeteria equipment.~~

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 2 CFR 225**, and the California School Accounting Manual. (**Education Code 38091, 38101; 2 CFR 225**)

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 225 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)

Note: Pursuant to **2 CFR 210.2 and 210.14 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 **210.14 220.14**)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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. The CDE is responsible for ordering and distributing USDA foods for use in California schools. Pursuant to 42 USC 1758, the 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 ~~250.60~~ **250.59**)

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)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

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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Administrative Regulation

Business and Noninstructional Operations

AR 3580(a)

DISTRICT RECORDS

Note: The following **optional** administrative regulation reflects classification and retention requirements for district records. For more information about personnel records, including the contents and retention of such records pursuant to 5 CCR 16023, see AR 4112.6/4212.6/4312.6 - Personnel Files. For additional requirements pertaining to student records, including the contents and retention of such records pursuant to Education Code 49069, 5 CCR 430-433, and the Family Educational Rights and Privacy Act (20 USC 1232g and 34 CFR 99.1-99.8), see BP/AR 5125 - Student Records. For requirements pertaining to public access to certain records in accordance with the California Public Records Act (**CPRA**) (Government Code ~~6252~~**6250-6270**), see BP/AR 1340 - Access to District Records **and BB 9012 - Board Member Electronic Communications**.

Classification of Records

Note: Pursuant to 5 CCR 16020, only those documents that are prepared or retained as part of the discharge of official duty are considered as "records" that must be classified and retained. In addition, under the **Public Records Act CPRA** (Government Code ~~6252~~ **6250-6270**), a "public record" is defined as any writing relating to the conduct of district business that is prepared, owned, used, or retained by the district; see BP/AR 1340 - Access to District Records. Documents and other writings that are not prepared or used by the district in the conduct of district business are generally not considered to be "records" and thus are not subject to the requirements of this regulation.

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

(cf. 1340 - Access to District Records)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

(cf. 3440 - Inventories)

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

DISTRICT RECORDS (continued)

(cf. 5125 - Student Records)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
 - a. Official budget
 - b. Financial reports of all funds, including cafeteria and student body funds
 - c. Audit of all funds
 - d. Average daily attendance, including Period 1 and Period 2 reports
 - e. Other major annual reports, including:
 - (1) Those containing information relating to property, activities, financial condition, or transactions
 - (2) Those declared by Governing Board minutes to be permanent

(cf. 3100 - Budget)

(cf. 3452 - Student Activity Funds)

(cf. 3460 - Financial Reports and Accountability)

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

2. Official Actions
 - a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only
 - b. The call for and the result of any elections called, conducted, or canvassed by the Board

DISTRICT RECORDS (continued)

- c. Records transmitted by another agency pertaining to its action with respect to district reorganization

(cf. 7214 - General Obligation Bonds)

(cf. 9324 - Minutes and Recordings)

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as a Class 1 (Permanent) record and the detailed records may then be classified as Class 3 (Disposable) records.

Information of a derogatory nature as defined in Education Code 44031 shall be retained as a Class 1 (Permanent) record only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. These include any related policy of liability insurance, except that these records cease to be Class 1 (Permanent) records one year after the claim has been settled or the statute of limitations has expired.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

(cf. 5143 - Insurance)

5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as a Class 1 (Permanent) record. The detailed records may then be classified as Class 3 (Disposable) records if the property ledger includes all fixed

DISTRICT RECORDS (continued)

assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, the amount paid, and comparable data if the unit is disposed of.

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Class 2 - Optional Records

Any records considered temporarily worth keeping, but which ~~is~~ **are** not a Class 1 records, may be classified as a Class 2 (Optional) records and shall be retained until ~~it is~~ reclassified as a Class 3 (Disposable) records. If, by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified as Class 2 (Optional) records pending further review and classification within one year. (5 CCR 16024)

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) records shall be classified as Class 3 (Disposable) records. These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent) records; and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as a Class 3 (Disposable) record. (5 CCR 16026, 16027)

(cf. 5113.2 - Work Permits)

Electronically Stored Information

Note: ~~With the extensive use of electronic messaging, communications, and devices, such as email, text message, and voicemail, i~~In the conduct of official district business, many records and informational materials are generated and maintained in electronic format, making it necessary for districts to design a system for easily saving and retrieving such information when needed. The following **optional** section contains suggestions for the handling of such electronically stored information and may be revised to reflect district practice.

DISTRICT RECORDS (continued)

In City of San Jose v. Superior Court, the California Supreme Court held that a public official's or employee's electronic communications regarding public business, even if transmitted on the official's or employee's personal account or device, are public records and are not categorically excluded from disclosure upon request under the CPRA. The court noted that the CPRA requires public agencies to use "reasonable effort" to locate existing records in response to a public records request, but that such searches need not be extraordinary or intrusive. The following paragraph reflects the court's suggestion for ensuring that district-related communications transmitted through a public employee's or official's personal device or account can be retrieved without violating the employee's or official's privacy rights. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications.

~~All district-related electronically stored information generated or received by a district employee shall be saved to an electronic file on the district's computer and retained for at least 180 days, or shall be printed by the employee and physically filed in a way that it can be easily retrieved when needed.~~ **All electronically stored information related to the conduct of district business, including information created, saved, sent, or received on a district employee's or Board member's personal account or device, shall be saved as an electronic file to a district-provided account or device and retained in accordance with the section "Classification of Records" above. Such information includes, but is not limited to, email, text messages, instant messages, computer files, and other electronic communications related to district business. In addition, when appropriate, the information may be printed and physically filed in a way that allows it to be easily retrieved when needed.**

(cf. 9012 - Board Member Electronic Communications)

~~However, any district-related electronically stored information that qualifies as a record, as defined above, shall be classified and retained as specified in the section "Classification of Records" above.~~

~~District-related electronically stored information includes, but is not limited to, any email, voicemail, text message, word processing document, spreadsheet, or text document related to district business or generated in the course of an employee's official duty.~~

Note: The following **optional** paragraph may be revised to reflect district practice. Districts have the authority to monitor the use of district-owned property and equipment, including those provided to employees to enable them to perform their duties efficiently, such as computers, cell phones, and other electronic communication devices. In such situations, an employee's expectation of privacy as it relates to the equipment is limited and the district may monitor it for appropriate use.

Employees shall be required to regularly purge their email accounts and district-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to district business. The Superintendent or designee may check for appropriate use of any district-owned equipment at any time.

(cf. 4040 - Employee Use of Technology)

DISTRICT RECORDS (continued)

Any **employee person** to whom a district-owned computer, cell phone, or other electronic communication device is provided shall be notified about the district's electronic information management system and, as necessary, provided training on **the** effectively ~~by using~~ **use of** the device.

~~(cf. 4131—Staff Development)~~
~~(cf. 4231—Staff Development)~~
~~(cf. 4331—Staff Development)~~

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CSBA Sample

Board Policy

All Personnel

BP 4127(a)

4227

TEMPORARY ATHLETIC TEAM COACHES

4327

The Governing Board desires to employ highly qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes.

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee may **employ hire** a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. (5 CCR 5590)

(cf. 4121 - Temporary/Substitute Personnel)

Note: When hiring a temporary athletic team coach, Education Code 44919 requires districts to first make the position available to a credentialed teacher presently employed by the district. In CTA v. Rialto Unified School District, the California Supreme Court held that the law is intended to grant a current certificated employee a limited advantage in the hiring process over a noncertificated employee or a nonemployee, provided that the applicant applies for the position and meets qualification criteria established by the district.

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

Note: 5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation (**CIF**) has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

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

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

(cf. 5131.1 - Bus Conduct)

(cf. 5131.63 - Steroids)

(cf. 5141.1 - Child Abuse Prevention and Reporting)

Noncertificated coaches **shall** have no authority to **give assign** grades to students. (5 CCR 5591)

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

TEMPORARY ATHLETIC TEAM COACHES (continued)

Qualifications and Training

Note: 5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

Note: ~~Effective July 9, 2010, AB 346 (Ch. 52, Statutes of 2010) amended Pursuant to~~ Education Code 49024, ~~to require~~ any noncertificated employee or ~~any~~ volunteer who works with students in a district-sponsored student activity program, such as an interscholastic athletic program, **is required** to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check ~~prior to beginning the paid or volunteer duties;~~. See BP/AR 1240 - Volunteer Assistance **and AR 4112.5/4212.5/4312.5 - Criminal Record Check**. This legislation was introduced in response to legislation passed in 2009 (AB 1025, Ch. 379, Statutes of 2009) which had required noncertificated personnel or volunteers who "supervise, direct, or coach the activity" to obtain an ASCC. Thus, the Governing Board may choose whether to (1) require a temporary athletic team coach to obtain the ASCC (Option 1 below) and/or to obtain a DOJ/FBI criminal background check; (Option 2 below). The Board may select either one of the options below, combine them to allow (2) permit an individual, at his/her discretion, to obtain either the ASCC or DOJ/FBI check at the individual's discretion; or (3) to apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers). **The following paragraph should be modified to reflect district practice.**

In addition, ~~AB 346 amended~~ Education Code 45125.01 ~~to allow~~ multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program; ~~see AR 4112.5/4212.5/4312.5 - Criminal Record Check.~~

OPTION 1: Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, **possess submit to the Superintendent or designee either** an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing **or a Department of Justice and Federal Bureau of Investigation criminal background clearance.** (Education Code 49024)

~~An individual who obtained both a Department of Justice and Federal Bureau of Investigation criminal background clearance through the district prior to July 9, 2010 shall have satisfied this requirement. (Education Code 49024)~~

TEMPORARY ATHLETIC TEAM COACHES (continued)

OPTION 2: Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, obtain a Department of Justice and Federal Bureau of Investigation criminal background check through the district. (Education Code 49024)

An individual who possesses a current Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, issued prior to July 9, 2010, shall have satisfied district requirements for the criminal background check. (Education Code 49024)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

Note: Education Code 49032 requires that all high school coaches complete a district or CIF-developed coaching education program that meets the guidelines of Education Code 35179.1 and includes training on the signs, symptoms, and appropriate response to concussions. Additionally, Education Code 33479.6, as added by AB 1639 (Ch. 792, Statutes of 2016), requires coaches, beginning July 1, 2017, to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. See the accompanying administrative regulation.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6 and 49032, and by district policy.

Legal Reference: (see next page)

TEMPORARY ATHLETIC TEAM COACHES (continued)

Legal Reference:

EDUCATION CODE

35179-35179.7 Interscholastic athletics

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

44010 Sex offense

44011 Controlled substance offense

44332-44332.5 Temporary certificates

44424 Conviction of a crime

44808 Liability when students are not on school property

44916 Written statement indicating employment status

44919 Classification of temporary employees

45125.01 Interagency agreements for criminal record information

45347 Instructional aides subject to requirements for classified staff

45349 Use of volunteers to supervise or instruct students

49024 Activity Supervisor Clearance Certificate

49030-49034 Performance-enhancing substances

49406 Examination for tuberculosis

CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities

5590-5596 Duties of temporary athletic team coaches

COURT DECISIONS

Neily v. Manhattan Beach Unified School District, (2011) 192 Cal. App. 4th 187

Kavanaugh v. West Sonoma County Union High School District, (2003) 29 Cal. 4th 911

CTA v. Rialto Unified School District, (1997) 14 Cal. 4th 627San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal.App.3d 1376

Management Resources:

CSBA PUBLICATIONS

Steroids and Students: What Boards Need to Know, Policy Brief, July 2005

A School Board Member's Guide to CIF and Interscholastic Sports, 1997

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

California Interscholastic Federation Constitution and Bylaws

Pursuing Victory with Honor, 1999

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010

WEB SITES

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

California Athletic Trainers' Association: <http://www.ca-at.org>

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

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

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

National Athletic Trainers' Association: <http://www.nata.org>

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Policy Reference UPDATE Service

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CSBA Sample

Administrative Regulation

All Personnel

AR 4127(a)

4227

TEMPORARY ATHLETIC TEAM COACHES

4327

Qualifications

Note: 5 CCR 5593 establishes minimum qualifications for certificated and noncertificated employees assigned as temporary athletic team coaches. Pursuant to 5 CCR 5593, the Superintendent or designee is required to certify to the Governing Board that each newly hired coach meets the requirements of 5 CCR 5593; see the accompanying Board policy.

The district should modify the following section to reflect any additional criteria. Districts ~~should~~ may consider developing specific criteria for each coaching position.

~~The Superintendent or designee shall establish minimum qualifications criteria for temporary athletic team coaches. These criteria shall include, but are not necessarily be limited to, competencies in the following areas: (5 CCR 5593)~~

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures, as evidenced by one or more of the following:
 - a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card
 - b. A valid sports injury certificate or first aid card, and a valid CPR card
 - c. A valid Emergency Medical Technician (EMT) I or II card
 - d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)
 - e. Possession of both valid CPR and first aid cards and practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning
2. Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:
 - a. Completion of a college course in coaching theory and techniques
 - b. Completion of inservice programs arranged by a school district or county office of education

TEMPORARY ATHLETIC TEAM COACHES (continued)

- c. Prior service as a student coach or assistant athletic coach in the sport or game being coached
 - d. Prior coaching in community youth athletic programs in the sport being coached
 - e. Prior participation in organized competitive athletics at **the** high school level or above in the sport being coached
- 3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at the high school level, regulations of the California Interscholastic Federation (CIF)
- 4. Knowledge of child or adolescent psychology, as appropriate, as it relates to sport participation, as evidenced by one or more of the following:
 - a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions
 - b. Completion of a seminar or workshop on human growth and development of youth
 - c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

~~Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Governing Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)~~

<p>Note: The qualifications required by 5 CCR 5593 for employees serving as temporary athletic team coaches do not apply to volunteer coaches. The following optional paragraph is for use by districts that require volunteers who supervise or direct an athletic program to meet those same qualifications.</p>

TEMPORARY ATHLETIC TEAM COACHES (continued)

Volunteers who supervise or direct an athletic program shall meet the qualification criteria specified in 5 CCR 5593 required for temporary athletic team coaches employed by the district. Any volunteer who does not meet such criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

(cf. 1240 - Volunteer Assistance)

Additional Qualifications of Noncertificated Personnel and Volunteers

In addition to the qualifications listed above, any noncertificated employee or volunteer assigned as a temporary athletic team coach shall: (5 CCR 5592)

1. Be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district

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

2. Not have been convicted of any offense referred to in Education Code 44010, 44011, or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children

Note: ~~Effective July 9, 2010, AB 346 (Ch. 52, Statutes of 2010) amended Education Code 49024 to require any noncertificated employee or any volunteer who works with students in a district-sponsored interscholastic athletic program to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, or unless the district requires the candidate to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning his/her duties. See the accompanying Board policy for options that may be selected or adapted by the district.~~

~~In addition, AB 346 amended Education Code 45125.01 to allow multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program; see AR 4112.5/4212.5/4312.5 - Criminal Record Check.~~

Any noncertificated employee or volunteer assigned as a temporary athletic team coach shall obtain an Activity Supervisor Clearance Certificate or a criminal background check in accordance with Board policy. (Education Code 49024)

(cf. 1240 - Volunteer Assistance)

TEMPORARY ATHLETIC TEAM COACHES (continued)

High School Coaching Education Program Training

Note: The following ~~section paragraph~~ is for use by districts that maintain high schools. Education Code 49032 requires that all high school coaches complete a coaching education program developed by the district or the California Interscholastic Federation (CIF) that meets the guidelines listed in Education Code 35179.1 **and includes training on the signs, symptoms, and appropriate response to concussions.** Districts that wish to set their own standards for the coaching education program instead of using the standards developed by the CIF should modify the following paragraph accordingly.

Each ~~employee or volunteer~~ high school athletic team coach ~~or volunteer coach~~ shall complete, at his/her expense, a coaching education program that meets the standards developed by the CIF **and includes, but is not limited to, training in regard to sport psychology, sport pedagogy, sport physiology, sport management, statewide and school regulations, and CPR and first aid, including the signs, symptoms, and appropriate response to concussions.** A high school coach who has completed the education program in another California school district shall be deemed to have met the requirement for this district. ~~An individual who has not completed the education program may be assigned as a coach for no longer than one season of interscholastic competition.~~ (Education Code **35179.1**, 49032)

Note: Education Code 33479.6, as added by AB 1639 (Ch. 792, Statutes of 2016), requires the coach of an athletic activity, beginning July 1, 2017, to complete, and retake every two years thereafter, a training course related to the nature and warning signs of sudden cardiac arrest, including the risks associated with continuing to play or practice after experiencing fainting or seizures during exercise, unexplained shortness of breath, chest pain, dizziness, racing heart rate, or extreme fatigue. Pursuant to Education Code 33479.7, as added by AB 1639, on or after July 1, 2019 a coach who does not complete the required sudden cardiac arrest training is subject to suspension from coaching any athletic activity until the required training is completed.

Online training fulfilling this requirement is available on the CIF's web site. Furthermore, Education Code 33479.2, as added by AB 1639, requires the California Department of Education to post related information on its web site.

In addition, prior to coaching an athletic activity and every two years thereafter, athletic coaches shall complete an approved training course on the nature and warning signs of sudden cardiac arrest. (Education Code 33479.2, 33479.6, 33479.7)

Code of Ethical Conduct

Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (5 CCR 5596)

1. Show respect for players, officials, and other coaches

TEMPORARY ATHLETIC TEAM COACHES (continued)

2. Respect the integrity and judgment of game officials
3. Establish and model fair play, sportsmanship, and proper conduct
4. Establish player safety and welfare as the highest priority
5. Provide proper supervision of students at all times
6. Use discretion when providing constructive criticism and when reprimanding players
7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game
8. Properly instruct players in the safe use of equipment
9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution
10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics
11. Avoid suggesting, providing, or encouraging any athlete to use nonprescription drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General, or the American Medical Association

(cf. 5131.63 - Steroids)

12. Avoid recruitment of athletes from other schools
13. Follow the rules of behavior and the procedures for crowd control as established by the district and the league in which the district participates

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CSBA Sample

Board Policy

Administrative and Supervisory Personnel

BP 4312.1(a)

CONTRACTS

Note: The following **optional** policy addresses employment contracts for individuals occupying certificated and classified administrative, supervisory, and management positions. For policy language regarding superintendent contracts, see BP 2121 - Superintendent's Contract.

The Governing Board recognizes the importance of **employing** qualified and competent individuals to **lead manage** district programs and to assist the Superintendent in coordinating efforts to achieve district goals and objectives. To that end, the Board may fill certificated administrative and supervisory positions and classified senior management positions on a contract basis.

(cf. 0000 - Vision)

(cf. 2121 - Superintendent's Contract)

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4313.2 - Demotion/Reassignment)

(cf. 4314 - Transfers)

Note: Education Code 35031 authorizes continuing contracts, as specified below, for any deputy, associate, or assistant superintendent in a position requiring certification qualifications. Pursuant to Education Code 35030, the title of deputy, associate, or assistant superintendent may be assigned to a business management position.

The Board may offer a continuing contract of up to four years to any deputy, associate, or assistant superintendent; any certificated employee holding a position requiring a supervision or administration credential; or any senior manager of the classified service. (Education Code 35031, 44929.20)

Prior to entering into any such contract, the Board and Superintendent shall consider the financial impact of the contract on the district. The proposed contract shall also be reviewed by legal counsel to ensure that all legally required provisions are included in the contract and to address any potentially adverse obligations **to for** the district.

(cf. 3460 - Financial Reports and Accountability)

Note: Pursuant to Government Code 54957, personnel matters related to the appointment or employment of any employee may appropriately be discussed in closed session **under the "personnel exception."** ~~However, pursuant to Government Code 54956, as amended by AB 1344 (Ch. 692, Statutes of 2011), the Governing Board is prohibited from calling a special meeting on the salary or other compensation of the Superintendent and other management employee. See BB 9320 Meetings and Notices and BB 9321 Closed Session Purposes and Agendas. However, Government Code 54957 prohibits the use of closed session for discussion or action on~~ **any proposed change in compensation other than a reduction that**

CONTRACTS (continued)

results from the imposition of discipline. In San Diego Union v. City Council, a California Court of Appeal held that the "personnel exception" provided in Government Code 54957 does not extend to discussions of salary and compensation.

Notwithstanding Government Code 54957, the Governing Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees. The Attorney General has opined in 57 Ops.Cal.Att'y.Gen. 209 (1974) that a board may only meet in closed session under the labor exception with a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The Attorney General's publication The Brown Act: Open Meetings for Local Legislative Bodies, also states that the "labor exception" applies to meeting in closed session to instruct its representatives concerning negotiations with prospective employees. Boards wishing to discuss salary of administrative personnel in closed session under the "labor exception" are encouraged to consult legal counsel before doing so.

In addition, pursuant to Government Code 54956, the Board is prohibited from deliberating on the salary or other compensation of an employee at a special meeting. See BB 9320 - Meetings and Notices and BB 9321 - Closed Session Purposes and Agendas.

The following paragraph should be revised to reflect district practice.

The Board ~~shall~~ **may** deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. **Discussions regarding salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception") for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the employee. Such deliberations shall not be held during a special meeting.** (Government Code **54956, 54957, 54957.6**)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Note: Pursuant to Government Code 54953, as amended by SB 1436 (Ch. 175, Statutes of 2016), the Board must orally report, in an open session, a summary of the recommendation for final action on the salary and/or benefits of a "local agency executive," as defined in Government Code 3511.1, including a deputy, associate, or assistant superintendent; a department head; and any other person whose position within the district is established through an employment contract with the district. Thus, Government Code 54953 limits the Board's ability to approve changes to salary or benefits as part of a consent calendar and instead requires such approval to be a separate agenda item. For identical requirements regarding final action on the salary or benefits of the Superintendent, see BP 2121 - Superintendent's Contract.

CONTRACTS (continued)

~~Any such employment contract shall be ratified by the Board.~~ **The Board shall take final action on an employment contract** during an open session of a regularly scheduled Board meeting, ~~and that action shall be and~~ reflected in the Board's minutes. **At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on salary or compensation in the form of fringe benefits.** (Government Code 3511.1, 53262, 54953)

Copies of ~~the any~~ contracts **and other public records created or received in the process of developing the recommendation related to the salary, benefits, and other compensation** shall be available to the public upon request. (Government Code 53262, 54953)

(cf. 1340 - Access to District Records)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9324 - Minutes and Recordings)

Extension of Contract/ ~~and~~ Reemployment

Note: The following **optional** paragraph provides that any contract extension be based on Board action rather than automatic "rollover" or "evergreen" provisions. Government Code 3511.2, ~~as added by AB 1344 (Ch. 692, Statutes of 2011)~~, prohibits the automatic renewal of a contract with a provision for automatic increase that exceeds the cost-of-living adjustment.

A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

(cf. 4315 - Evaluation/Supervision)

During the term of the contract and with the consent of the employee involved, the Board may reelect or reemploy the employee starting on the next succeeding first day of July and based on terms and conditions mutually agreed upon by the Board and the employee. (Education Code 35031)

If the Board decides not to reelect or reemploy a deputy, associate, or assistant superintendent or a senior manager of the classified service upon the expiration of his/her term, it shall notify the employee in writing 45 **calendar** days prior to the expiration of the term of the contract. (Education Code 35031)

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

Termination of Contract

The Board may terminate an employment contract prior to its expiration date in accordance with the conditions and process specified in the contract.

CONTRACTS (continued)

Note: Pursuant to Government Code 53260-53264, employment contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to his/her monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. Cash settlements may be less than these caps. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever occurs first. The district must make copies of termination agreements available to the public upon request. For language reflecting these requirements, see AR 4117.5/4217.5/4317.5 - Termination Agreements.

Every employment contract shall include a provision specifying the legal maximum cash settlement that the employee may receive in the event that the **contract is terminated** ~~Board finds it necessary to terminate the contract~~ prior to its expiration date. (Government Code **3511.2**, 53260)

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

Note: Pursuant to Government Code 53243-53243.4, as added by AB 1344 (Ch. 692, Statutes of 2011), effective January 1, 2012, any management employee contract to be executed or renewed by the Board must contain a provision requiring the employee to fully reimburse the district in circumstances specified below.

In addition, all employment contracts shall include a provision that, if the employee is convicted of a crime involving an abuse of his/her office or position, he/she shall fully reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination and for any funds expended by the district in his/her criminal legal defense. (Government Code 53243-53243.4, 53260)

Legal Reference: (see next page)

CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

35030 *Title of deputy, associate or assistant superintendent for certain positions*

35031 *Term of employment*

44842 *Automatic declining of employment*

44843 *Notice of employment to county superintendent*

44929.20 *Continuing contract*

44951 *Continuation in position unless notified*

GOVERNMENT CODE

3511.1-3511.2 *Local agency executives*

53260-53264 *Employment contracts*

54953 *Oral summary of recommended salary and benefits of district executive*

54954 *Time and place of regular meetings*

54956 *Brown Act - Open meeting laws; special meetings*

54957 *Closed session, personnel matters*

ATTORNEY GENERAL OPINIONS

57 *Ops.Cal.Att'y.Gen. 209 (1974)*

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: The Board's Relationship to District Staff, 2007

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

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

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

California Office of the Attorney General: <https://oag.ca.gov>

(7/07 3/12) 5/17

Policy Reference UPDATE Service

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CSBA Sample

Administrative Regulation

Students

AR 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting, at school or in school-sponsored or school-related activities, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, of any student based on his/her actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

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, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 and other federal regulations **mandate** districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with federal laws and regulations governing the district's educational programs.

During the Federal Program Monitoring 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 investigating complaints. The U.S. Department of Education's (USDOE) Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

The following paragraphs identify the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws (e.g. Title IX and Section 504 coordinators), including the investigation and resolution of discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status,

NONDISCRIMINATION/HARASSMENT (continued)

pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Superintendent

(title or position)

1575 Old Ranch Road, Placerville, CA. 95667

(address)

(530) 626-3194

(telephone number)

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

(email)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms. **In addition,** Federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures. **In its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts publicize their nondiscrimination notices and the full contact information for their compliance officer(s) by posting them at prominent locations on school web sites and making them available through social media.**

Item #1 below may be revised to specify the means by which the district publicizes its nondiscrimination policies and complaint procedures.

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public; **by** posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.

Note: Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires districts and public schools to post on their web sites information related to Title IX (20 USC 1681-1688). A

NONDISCRIMINATION/HARASSMENT (continued)

comprehensive list of rights based on the federal regulations implementing Title IX can be found in Education Code 221.8. A district that does not maintain a web site may comply by posting the information below on the web site of its county office of education. A school without a web site may comply by posting the information on the web site of the district or county office of education.

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

- ~~2.~~3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

NONDISCRIMINATION/HARASSMENT (continued)

Note: In its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See also CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students. Item #3.4 below may be modified to reflect district practice.

- 3.4.** Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

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.

- 4.5.** The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

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 nondiscrimination 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 information for parents/guardians with limited English proficiency.

NONDISCRIMINATION/HARASSMENT (continued)

- 5.6.** Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Item #~~6~~ **7** below is required pursuant to Education Code 234.1 and recommended as a best practice by OCR.

- ~~6~~7.** At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Note: Item #~~7~~ **8** below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect him/her from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

- ~~7~~8.** At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

NONDISCRIMINATION/HARASSMENT (continued)

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

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

(cf. 5144 - Discipline)

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

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

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-4687, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. In addition, in its April 2011 [Dear Colleague Letter: Sexual Violence](#), OCR cautions that districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability.

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

NONDISCRIMINATION/HARASSMENT (continued)

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

Note: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice and is consistent with OCR recommendation.

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Note: The following section may be modified to reflect district practice. Pursuant to Education Code 221.5, a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on his/her educational records. The following guidelines are designed to implement Education Code 221.5, other existing state and federal laws that prohibit discrimination, and regulatory agency guidance such as the May 2016 Dear Colleague Letter: Transgender Students jointly issued by the Civil Rights Division of the U.S. Department of Justice (DOJ) and OCR. According to the jointly issued Dear Colleague Letter, a school's Title IX obligation to ensure nondiscrimination on the basis of sex requires it to provide transgender students equal access to educational programs and activities, even in circumstances in which other students,

NONDISCRIMINATION/HARASSMENT (continued)

parents/guardians, or community members raise objections or concerns. Because Education Code 221.5 affords transgender students these rights, districts in California are not impacted by the February 22, 2017 action of the USDOE and U.S. Department of Justice to rescind earlier federal guidance which had indicated that, under Title IX, students must be allowed to use sex-segregated facilities in accordance with their gender identity. In implementing state law, districts may review recommended practices in In addition, in May 2016, the U.S. Department of Education's USDOE's Office of Elementary and Secondary Education's published Examples of Policies and Emerging Practices for Supporting Transgender Students, as a resource to complement the jointly issued Dear Colleague Letter. Though OCR's enforcement of the May 2016 Dear Colleague Letter has been enjoined by a federal court, many of the recommended practices have already been adopted by California school districts to reflect state law protecting the rights of transgender students. The guidelines address certain issues and circumstances that may arise in relation to the needs of transgender and gender nonconforming students, and are by no means exhaustive. Consequently, each instance or situation should be addressed based on its particular circumstances to ensure that the safety, privacy, and other concerns of all students involved are appropriately addressed. For more information on the rights of transgender students, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities. **Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination.**

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of **the** types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity

NONDISCRIMINATION/HARASSMENT (continued)

2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

Note: Timelines included in items #1-2 below may be modified to reflect district practice.
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1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential.

NONDISCRIMINATION/HARASSMENT (continued)

When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this **procedure-administrative regulation**, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

~~Note: In the May 2016 Dear Colleague Letter, DOJ and OCR noted that there is no medical diagnosis or treatment requirement that students must meet as a prerequisite to being treated consistent with their gender identity.~~

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a

NONDISCRIMINATION/HARASSMENT (continued)

support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

Note: 5 CCR 432 requires the legal name, sex, date of birth, etc., of a student to be maintained as part of the student's "mandatory permanent student records" but does not prohibit keeping of other records, such as a student's preferred name, as part of the student's "permitted student records."

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

NONDISCRIMINATION/HARASSMENT (continued)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns ~~shall~~ **will, in general,** not constitute a violation of this administrative regulation or the accompanying district policy.
7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

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CSBA Sample Board Policy

Instruction

BP 6142.93(a)

SCIENCE INSTRUCTION

Note: The following optional policy may be revised to reflect district practice and the grade levels served by the district.

Education Code 51210 and 51220 require that science instruction, including biological and physical aspects of science, be included in the course of study offered in grades 1-12. For grades 1-6, the course of study must include an emphasis on experimental inquiry and the place of humans in ecological systems. In grades 7-12, the course of study must include an emphasis on basic concepts, theories, and processes of scientific investigation; the place of humans in ecological systems; and appropriate applications of the interrelation and interdependence of the sciences. See AR 6143 - Courses of Study.

In addition, Education Code 51225.3 requires completion of two courses in science, including biological and physical sciences, to meet high school graduation requirements. See BP 6146.1 - High School Graduation Requirements.

Many districts integrate science, technology, engineering, and mathematics instruction (STEM), and sometimes art instruction (STEAM), to teach processes and concepts applied to real-world contexts. Further information about this interdisciplinary approach is available on the web sites of the California Department of Education (CDE) and U.S. Department of Education.

The Governing Board believes that science education should focus on giving students an understanding of the biological and physical aspects of science, of key scientific concepts, and a capacity for methods of scientific inquiry and investigation—ways of thinking. Students should become familiar with the natural world and the interrelationship of science, mathematics, and technology, and engineering. As part of their science instruction, students should learn how to apply scientific knowledge and reasoning ways of thinking for individual and social purposes.

(cf. 0440 - District Technology Plan)

(cf. 5145.8 - Refusal to Harm or Destroy Animals)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

Philosophical and religious theories that are based, at least in part, on faith and are not subject to scientific test and refutation shall not be discussed during science instruction.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Note: The State Board of Education (SBE) adopted the California Next Generation Science Standards (CA-NGSS) in 2013 and the Science Framework for Public Schools in 2016. Under the CA-NGSS, the focus of instruction shifts from knowing science facts to knowing and applying science concepts. The SBE's NGSS Systems Implementation Plan for California requires the CA-NGSS to be fully implemented, including updated instructional materials and science assessments, by the 2018-19 school year.

SCIENCE INSTRUCTION (continued)

The district's academic standards for science instruction shall meet or exceed the California Next Generation Science Standards (CA-NGSS). The Superintendent or designee shall ensure that curricula used in district schools are aligned with these standards and the state curriculum framework.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

Note: The following optional paragraph may be revised to reflect district practice. Education Code 52060 requires that the district's local control and accountability plan include goals related to, among other things, student achievement (including student enrollment in a broad course of study) and the implementation of SBE-adopted academic content and performance standards.

The Superintendent or designee shall ensure that students have access to and are enrolled in a broad course of study including science courses.

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall provide certificated staff with opportunities to participate in professional development activities designed to enhance their knowledge of district-adopted academic standards, instructional strategies for teaching science, and changes in scientific theories.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraphs are consistent with the State Board of Education's 1989 policy statement on the teaching of natural sciences.

~~As a matter of principle, science teachers are professionally bound to limit their teaching to content that meets the criteria of scientific fact, hypothesis and theory as these terms are used in natural sciences. A scientific fact is an understanding based on confirmable observations and is subject to test and rejection. A scientific hypothesis is an attempt to frame a question as a testable proposition. A scientific theory organizes and explains a range of natural phenomena on the basis of facts and hypotheses. Scientific theories are constantly subject to testing, modification and refutation as new evidence and new ideas emerge.~~

~~Philosophical and religious theories are based, at least in part, on faith and are not subject to scientific test and refutation. Such beliefs shall not be discussed in science classes, but may be addressed in the social science and language arts curricula.~~

~~*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*~~

~~*(cf. 6142.91 - Reading/Language Arts Instruction)*~~

SCIENCE INSTRUCTION (continued)

Note: The following paragraph is for use by districts that offer science laboratory classes and may be modified to reflect district practice. For further information about safety practices in school science laboratories, see the CDE's comprehensive Science Safety Handbook for California Public Schools.

Pursuant to 8 CCR 5191, whenever a school laboratory uses hazardous chemicals, it is required to have a written chemical hygiene plan to protect employees. See BP/AR 3514.1 - Hazardous Substances. In addition, Education Code 49340-49341 encourage educational efforts to increase student and staff awareness dealing with hazardous materials in school laboratories in order to minimize injuries, loss of property, and classroom disruptions.

The Superintendent or designee shall develop and implement appropriate safety measures for science laboratory classes, including, but not limited to, staff and student safety training, use of eye safety devices, hearing protection, first aid procedures, regular equipment maintenance, safe use of heat sources, safe use and disposal of hazardous chemicals, proper ventilation, prevention of exposure to bloodborne pathogens from sharp instruments, fire prevention and control, an emergency response plan, and evacuation procedures. Parents/guardians shall be informed of the types of science laboratory activities that will be conducted and encouraged to sign consent forms for their child's participation.

(cf. 3514.1 - Hazardous Substances)

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

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

(cf. 5142 - Safety)

Note: The following optional paragraph should be revised to reflect measures that will be used to evaluate program effectiveness as agreed upon by the Board and Superintendent or designee.

Pursuant to Education Code 60640, the California Assessment of Student Performance and Progress includes administration of science assessments at grades 5, 8, and 10. The California Standards Tests are to be used for this purpose until a science assessment that is aligned with the CA-NGSS is adopted. Students with disabilities who are unable to participate in the science assessments, even with allowable testing variations and resources, must be administered either the California Modified Assessment or California Alternate Performance Assessment in accordance with their individualized education program. See AR 6162.51 - State Academic Achievement Tests.

The Superintendent or designee shall regularly report to the Board regarding the implementation and effectiveness of the science curriculum at each grade level. At a minimum, each report shall address the extent to which the program is aligned with the CA-NGSS, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

(cf. 0500 - Accountability)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference: (see next page)

SCIENCE INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

8774 Residential outdoor science program

32030-32034 Eye safety

32255-32255.6 Student's right to refrain from harmful or destructive use of animals

33475-33475.5 Model curriculum on stem cell science

49340-49341 Hazardous substances education

51210 Areas of study, grades 1 through 6

51210.3 Elementary science coach

51220 Areas of study, grades 7 through 12

51225.3 High school graduation

52060-52077 Local control and accountability plan

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATION, TITLE 5

14030 Science laboratories, design specifications

CODE OF REGULATIONS, TITLE 8

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

Management Resources:

CSBA PUBLICATIONS

Supporting Implementation of the California Next Generation Science Standards (CA-NGSS),

Governance Brief, November 2016

CDE CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Framework for California Public Schools: Kindergarten Through Grade Twelve, 1990 2016

Next Generation Science Standards Systems Implementation Plan for California, 2014

California Next Generation Science Standards, 2013

Science Safety Handbook for California Public Schools, 2012

SBE POLICIES

Policy Statement on the Teaching of Natural Sciences, January 13, 1989

WEB SITES

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

California Alliance for Next Generation Science Standards: <http://cdefoundation.org/stem/ca4ngss>

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

California Science Teachers Association: <http://www.cascience.org>

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

CSBA Sample Board Policy

Instruction

BP 6145(a)

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

Note: Pursuant to Education Code 35160.5, districts maintaining grades 7-12 are mandated to adopt policy establishing eligibility requirements for student participation in extracurricular activities. See section on "Eligibility Requirements" below.

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development of students and enhance students' feelings of connectedness with the schools. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

(cf. 1330 - Use of School Facilities)
(cf. 5137 - Positive School Climate)
(cf. 6145.2 - Athletic Competition)
(cf. 5148.2 - Before/After School Programs)

Note: Pursuant to various provisions of state and federal law (e.g., Education Code 220; Government Code 11135; 20 USC 1681-1688; 42 USC 2000d-2000d-7 and 12101-12213; 29 USC 794), discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. See BP 0410 - Nondiscrimination in District Programs and Activities.

Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity.

No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. ~~Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity.~~ (5 CCR 4925)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 6145.5 - Student Organizations and Equal Access)

Any complaint alleging unlawful discrimination in the district's extracurricular or cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

Note: ~~The courts have interpreted California's constitutional "free school" guarantee, as specified in Article 9, Section 5, to extend to all activities which constitute an integral part of a student's education, including extracurricular activities. Pursuant to 5 CCR 350, constitutionally permissible fees may be charged only when specifically authorized by law, and any other fees charged for "educational activities" would be unconstitutional. However, the line between "educational activities" (no fees) and "recreational activities" (fees permissible) is not always clear. In Hartzell v. Connell, the California Supreme Court held that "educational activities" include extracurricular activities, drama productions, vocal music groups, instrumental groups, and cheerleading. Examples of "recreational activities" include attendance at weekend dances or athletic events. It is important to note that the Court in Hartzell determined that a district policy allowing for waivers of the fee based on financial need or inability to pay does not render the fee constitutional. Pursuant to Education Code 49011, a district is prohibited from requiring students to pay a fee, deposit, or other charge in order to participate in an educational activity. As defined by Education Code 49010, "educational activity" includes curricular and extracurricular activities. A district is also required to provide the supplies, materials, and equipment needed by students to participate in educational activities. Education Code 49011 clarifies that an otherwise impermissible fee would not be made permissible by the provision of a waiver for some students. For further information, see BP/AR 3260 - Fees and Charges and CSBA's advisory Student Fees Litigation Update. Districts are advised to seek legal counsel before charging fees for any activity which may be construed as related to the educational program.~~

Unless specifically authorized by law, no ~~fee shall be charged to students~~ **student shall be charged a fee** for **his/her** participation in **educational activities, including** extracurricular and cocurricular activities ~~related to the educational program, including and~~ materials or equipment related to ~~the activity~~ **such activities. (Education Code 49010, 49011)**

(cf. 3260 - Fees and Charges)

(cf. 3452 - Student Activity Funds)

Eligibility Requirements

Note: If the district maintains any of grades 7-12, Education Code 35160.5 **mandates** the Governing Board to adopt policy establishing eligibility requirements for student participation in extracurricular and cocurricular activities ~~in grades 7-12~~. Pursuant to Education Code 35160.5, students must demonstrate "satisfactory educational progress," as provided in items #1-2 below, but districts may adopt stricter academic eligibility criteria provided such action is taken at a public meeting in accordance with Education Code 35145. Districts that have adopted stricter criteria should modify the following ~~paragraph list~~ accordingly.

For interscholastic athletic programs governed by the California Interscholastic Federation (CIF), student athletes are subject to additional eligibility criteria specified in CIF bylaws, including criteria related to age, grade, attendance, scholastic achievement, residence, transfers, and discipline. See BP 6145.2 - Athletic Competition.

To be eligible to participate in extracurricular and cocurricular activities, students in grades 7-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale in all enrolled classes
2. Maintenance of minimum progress toward meeting high school graduation requirements

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

(cf. 6146.1 - High School Graduation Requirements)

~~(cf. 6162.52 - High School Exit Examination)~~

The Superintendent or designee may grant ineligible students a probationary period not to exceed one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)

Note: Education Code 48850 specifies that **a homeless student, or a foster youth whose** ~~when the residence of a student in foster care~~ changes pursuant to a court order or decision of a child welfare worker, ~~the student~~ shall be immediately deemed to meet all residency requirements for participation in extracurricular activities, **including, but not limited to, and** interscholastic sports. See **AR 6173 - Education for Homeless Children and** AR 6173.1 - Education for Foster Youth.

In addition, Education Code 49700-49701 establish a uniform means of assisting children of active duty military families transferred from one state to another, by reducing or eliminating the barriers to their educational success caused by the frequent moves and deployments of their parents/guardians. Among other things, Education Code 49701 requires flexibility of districts' local rules to facilitate eligibility for extracurricular activities. See BP/AR 6173.2 - Education of Children of Military Families.

Any decision regarding the eligibility of **any homeless student, foster youth, child in foster care** or **a** child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Student Conduct at Extracurricular/Cocurricular Events

Note: The following paragraph is **optional**. Pursuant to Education Code 35181, the Board has authority to set expectations and/or rules for student attendance, academic performance, in-school behavior, and any other aspect of school life that it deems relevant to maintaining order in district schools.

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

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

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

Annual Policy Review

Note: Education Code 35160.5 requires annual review of this policy, as it relates to the participation of students in grades 7-12 in extracurricular and cocurricular activities. The following paragraph is optional for districts without any of grades 7-12.

The Board shall annually review this policy and implementing regulations. **(Education Code 35160.5)**

Legal Reference: (see next page)

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

48850 Participation of **homeless students and** foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49010-49013 Student fees

49024 Activity Supervisor Clearance Certificate

49700-49704 Education of children of military families

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

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

Management Resources:

CSBA PUBLICATIONS

Student Fees Litigation Update, ELA Advisory, May 20, 2011

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, ~~or~~ and Other Charges, Fiscal Management Advisory 11-01, November 9, 2011-12-02, April 24, 2013

CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

COMMISSION ON TEACHER CREDENTIALING ~~CODED CORRESPONDENCE~~ PUBLICATIONS

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC),

Coded Correspondence 10-11, July 20, 2010

WEB SITES

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

California Association of Directors of Activities: <http://www.cadal.org>

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

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

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

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Policy Reference UPDATE Service

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CSBA Sample

Board Policy

Instruction

BP 6145.2(a)

ATHLETIC COMPETITION

Note: Pursuant to Education Code 35179, the Governing Board has control of and responsibility for all aspects of district interscholastic athletic policies, programs, and activities.

Pursuant to Education Code 51242, the Board may exempt any high school student engaged in a school-sponsored interscholastic athletic program after regular school hours from the requirement to attend physical education courses; see BP 6142.7 - Physical Education and Activity.

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

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

(cf. 5030 - Student Wellness)

(cf. 5137 - Positive School Climate)

(cf. 6142.7 - Physical Education and Activity)

(cf. 7110 - Facilities Master Plan)

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

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

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

(cf. 1260 - Educational Foundation)

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

(cf. 1325 - Advertising and Promotion)

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

(cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

Note: Pursuant to Education Code 35179, the Board is responsible for ensuring that district and interscholastic athletic policies, programs, and activities are in compliance with federal and state law. Gender equity and nondiscrimination in district and interscholastic athletic programs and activities are governed by both federal and state laws (Title IX, 20 USC 1681-1688; Education Code 200-262.4; 5 CCR 4900-4965).

ATHLETIC COMPETITION (continued)

See the accompanying administrative regulation for factors that the district must consider in determining whether equivalent opportunities are being provided.

In Mansourian v. Regents of University of California, the Ninth Circuit Court of Appeals ruled that a university receiving federal funds can be held liable for failing to effectively accommodate the athletic interests of both men and women even if the aggrieved women did not first provide the appropriate university officials with notice of their disadvantageous treatment and an opportunity to cure it. See the accompanying administrative regulation for factors the district must consider in determining whether equivalent opportunities are being provided.

Education Code 221.2-221.3 (the California Racial Mascot Act) declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname. The following paragraph includes an expansion of this prohibition to cover any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice. Also see BP 0410 - Nondiscrimination in District Programs and Activities.

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

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

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

(cf. 1312.3 - Uniform Complaint Procedures)

California Interscholastic Federation

Note: The following **optional** section is for use by districts that maintain grades 9-12. Pursuant to Education Code 35179, the district may join an association, such as the California Interscholastic Federation (CIF), for the purpose of providing regional or statewide interscholastic athletic programs and activities **for district students**. Pursuant to Education Code 33353, CIF is responsible for regulating secondary school athletic programs, including establishing rules for participation, under the general direction of school boards **setting rules governing interscholastic athletic programs. Students who attend schools that participate in interscholastic sports are therefore subject to CIF regulations as well as applicable district rules.** SB 107 (Ch. 230, Statutes of 2011) amended Education Code 33353 to extend CIF operations until January 1, 2017.

The Board maintains membership **Any district school that participates** in the California Interscholastic Federation (CIF) and requires that interscholastic **shall conduct its** athletic

ATHLETIC COMPETITION (continued)

activities be conducted in accordance with Board policy, administrative regulations, and CIF bylaws and rules **and any applicable district policy and regulation.** The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site level decisions, as appropriate.

Note: Pursuant to CIF rules established in accordance with Education Code 33353, the Board is required to designate an individual from each school that participates in CIF sports to serve as a representative to the local CIF league. The name and contact information of these representatives must be annually reported to the CIF. The following paragraph may be revised to reflect district practice.

Upon recommendation of the Superintendent, ~~(The Board shall annually designate an employee from each high school to serve as a representative to the local CIF league~~ **from each school that participates in CIF sports.** Appointees shall represent the district in performing all duties required by the CIF league. In making this selection, the Board shall consider the employee's ~~The Superintendent or designee shall recommend a candidate for the position who demonstrates an~~ understanding of the district's goals for student learning and interscholastic and extracurricular activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and individual interpersonal communication and leadership skills.

~~The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and Superintendent or designee shall ensure that the district representatives to CIF report regularly to the Board on league, section, and statewide issues, as well as activities and prospective actions related to athletic programs.~~

(cf. 0500 - Accountability)

Student Eligibility

Note: The following section provides that student eligibility for participation in athletic programs shall be based on ~~applies~~ the same criteria ~~for student eligibility as~~ adopted by the Board for all other extracurricular or cocurricular activities (see BP/AR 6145 - Extracurricular and Cocurricular Activities), ~~including criteria related to academic eligibility and residency, to athletic programs~~ and may be revised to reflect district practice.

Education Code 48850 specifies that, ~~when the residence of a student in foster care~~ **a homeless student or a foster youth whose residence** changes pursuant to a court order or decision of a child welfare worker, ~~the student~~ shall be deemed to meet all residency requirements for participation in extracurricular activities and interscholastic sports; see **AR 6173 - Education for Homeless Children and BP/AR 6173.1 - Education for Foster Youth.**

ATHLETIC COMPETITION (continued)

In addition, Education Code 49700-49701 establish a uniform means of assisting children of active duty military families transferred from one state to another, by reducing or eliminating the barriers to their educational success caused by the frequent moves and deployments of their parents/guardians; see BP/AR 6173.2 - Education of Children of Military Families. Among other things, Education Code 49701 requires flexibility of districts' local rules to facilitate eligibility for extracurricular activities of children of military personnel.

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

(cf. 3530 - Risk Management/Insurance)

(cf. 5111.1 - District Residency)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6146.1 - High School Graduation Requirements)

~~*(cf. 6162.52 - High School Exit Examination)*~~

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

Note: The following **optional** paragraph is for use by districts that participate in CIF. CIF bylaws specify eligibility criteria for participating student athletes, including criteria related to age, grade, attendance, scholastic achievement, residence, transfers, and discipline. In addition, in accordance with CIF bylaws, students in home schooling or home study/independent study programs are not eligible for CIF interscholastic competition unless they are enrolled in a program under the jurisdiction of a CIF member school district (i.e., a program in which the district approves the curriculum, administers the program, and evaluates the student).

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

Note: The California Supreme Court in Hartzell v. Connell rendered the assessment of fees for extracurricular activities illegal. CSBA's advisory entitled "Student Fees Litigation Update" clarifies that districts must provide, free of charge, all the required supplies which are necessary to fulfill the district's educational program or extracurricular activity. Thus, the district **Education Code 49010-49011 and the California Department of Education's (CDE) Fiscal Management Advisory 12-02, Pupil Fees, Deposits, and Other Charges**, clarify that districts may not charge a fee for student participation in **extracurricular activities**, regardless of whether the activity is elective. Such prohibited fees the athletic program, including, but are not limited to, the cost of uniforms, locks, lockers, and equipment.

However, pursuant to Education Code 32220-32224, the district may charge a fee for **required medical and accident insurance** for athletic team members that is not paid for with school district or student body funds, as long as costs for insurance are covered for those determined to be financially unable to pay; see the accompanying administrative regulation and AR 5143 - Insurance. The district may also charge a fee for other students to attend athletic events as spectators since such attendance is not directly related to the educational program. Districts are advised to seek legal counsel before charging a fee for any activity which may be construed as related to the educational program.

ATHLETIC COMPETITION (continued)

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

(cf. 3260 - Fees and Charges)

(cf. 5143 - Insurance)

Sportsmanship

Note: CIF has adopted a set of principles entitled Pursuing Victory with Honor to **guide participants in interscholastic athletic competitions provide the tools for teaching character development to student athletes.** Districts that are not affiliated with CIF may delete or modify the following **optional** section to reflect district practice.

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

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

(cf. 3515.2 - Disruptions)

(cf. 4118 - Suspension/Disciplinary Action)

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

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.4 - Student Disturbances)

(cf. 5144 - Discipline)

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

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

Health and Safety

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

Note: CIF requires students in grades 9-12 to undergo medical examinations before participating in interscholastic competition; see BP 5141.3 - Health Examinations. Pursuant to Education Code 49458, any examination required for participation in an interscholastic athletic program may be conducted by a physician or physician assistant.

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

ATHLETIC COMPETITION (continued)*(cf. 5131.61 - Drug Testing)**(cf. 5131.63 - Steroids)**(cf. 5141.3 - Health Examinations)**(cf. 5141.6 - School Health Services)**(cf. 5141.7 - Sun Safety)**(cf. 5143 - Insurance)*

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

(cf. 5142 - Safety)

Note: **CIF bylaws specify procedures to follow in order to prevent the spread of communicable diseases when handling student injuries, including the use of universal precautions.**

In addition, Education Code 49475, as added by AB 25 (Ch. 456, Statutes of 2011), requires that an athlete a student at any grade level who is suspected of sustaining a concussion be immediately removed from the athletic activity and not returned until a health care provider provides written clearance. Education Code 33479.5, as added by AB 1639 (Ch. 792, Statutes of 2016), and CIF bylaws require that a student athlete who passes out or faints, or is known to have passed out or fainted, while participating in or immediately following an athletic activity be removed from participation and not be allowed to return until he/she has been evaluated and given written clearance to return to participation by a health care provider. See the accompanying administrative regulation.

Education Code 33479.5 and 49475 specify that these requirements do not apply during an athletic activity occurring within the regular school day or in physical education class unless it constitutes a practice, interscholastic practice, or scrimmage. However, to promote student safety, it is recommended that district staff remove a student from an athletic activity at any time of day if he/she exhibits the symptoms of a concussion or sudden cardiac arrest.

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

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)**(cf. 4119.43/4219.43/4319.43 - Universal Precautions)**(cf. 5141 - Health Care and Emergencies)**(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)**(cf. 5141.22 - Infectious Diseases)*

Note: The following **optional** paragraph may be revised to reflect district practice.

ATHLETIC COMPETITION (continued)

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

17578 Cleaning and sterilizing of football equipment

17580-17581 Football equipment

32220-32224 Insurance for athletic teams, especially:

32221.5 Required insurance for athletic activities

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

33354 California Department of Education authority over interscholastic athletics

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

35160.5 District policies; rules and regulations

35179 Interscholastic athletics

35179.1 California High School Coaching Education and Training Program

35179.5 Interscholastic athletics; limitation on full-contact practices

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

48900 Grounds for suspension and expulsion

48930-48938 Student organizations

49010-49013 Student fees

49020-49023 Athletic programs; legislative intent, equal opportunity

49030-49034 Performance-enhancing substances

49458 Health examinations, interscholastic athletic program

49475 Health and safety, concussions and head injuries

49700-49701 Education of children of military families

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

PENAL CODE

245.6 Hazing

CODE OF REGULATIONS, TITLE 5

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

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

5531 Supervision of extracurricular activities of students

5590-5596 Employment of noncertificated coaches

UNITED STATES CODE, TITLE 20

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

CODE OF FEDERAL REGULATIONS, TITLE 34

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

106.33 Comparable facilities

106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Mansourian v. Regents of University of California, (2010) **594 F. 3d 1095** **602 F. 3d 957**

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

Kahn v. East Side Union High School District, (~~2004~~ **2003**) 31 Cal. 4th 990

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

Management Resources: (see next page)

ATHLETIC COMPETITION (continued)

Management Resources:

CSBA PUBLICATIONS

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

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities and Facilities, March 2014

Student Fees Litigation Update, Education Legal Alliance Advisory, May 20, 2011

A School Board Member's Guide to CIF and Interscholastic Sports, 1997

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Guidelines for Gender Identity Participation

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

Pursuing Victory with Honor, 1999

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

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

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

Acute Concussion Evaluation (ACE) Care Plan, 2006

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

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

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

WEB SITES

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

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

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

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

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

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

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

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

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Instruction

AR 6145.2(a)

ATHLETIC COMPETITION

Nondiscrimination and Equivalent Opportunities in the Athletic Program

Note: The following section reflects pertinent provisions of federal and state law regarding nondiscrimination (Title IX, 20 USC 1681-1688; Education Code 200-262.4; 5 CCR 4900-4965). The Office for Civil Rights (OCR) in the U.S. Department of Education oversees complaints regarding violations of Title IX.

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: 5 CCR 4921 and 34 CFR 106.41 authorize the establishment of separate teams for males and females where the selection of teams is based on competitive skills. 34 CFR 106.41 also authorizes single-sex teams for contact sports, as defined. Because state regulations do not address single-sex teams for contact sports, districts should consult legal counsel prior to establishing any such single-sex team for a contact sport for which selection is not based on competitive skills.

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Note: Pursuant to Education Code 221.5, a district is required to permit a transgender student to participate in sex-segregated school programs and activities, including athletic teams and competitions, consistent with his/her gender identity, regardless of the gender listed in the student's records; see BP/AR 5145.3 - Nondiscrimination/Harassment. The California Interscholastic Federation's (CIF) bylaws and Guidelines for Gender Identity Participation contain procedures for addressing student complaints regarding gender identity-based participation in interscholastic sports. Also see CSBA's Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities and Facilities Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination. Districts should consult legal counsel about applicable standards for determining a student's gender identity.

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 - Student Records)

ATHLETIC COMPETITION (continued)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

Note: 5 CCR 4922 and 34 CFR 106.41, as reflected in items #1-11 below, list factors that districts must consider when determining whether equivalent opportunities are being provided. The CIF's A Guide to Equity in Athletics provides suggested suggests actions that districts can take for each of the factors to help the district meet its equivalence goals. Any district with questions about equivalent athletic opportunities for its students should consult legal counsel.

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

Note: Education Code 230 provides the following three-part test to determine if a district has effectively accommodated the interests and abilities of both sexes in athletics. This test is the same three-part test that is used by OCR for helping to determine equivalent opportunities under Title IX.

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

Note: CIF's A Guide to Equity in Athletics advises that, in order to meet the criterion specified in item #a below, the ratio of male/female athletes should be within five percent of the ratio of male/female district enrollment.

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

Note: OCR issued a letter in April 2010 withdrawing its earlier guidance which relied on a single survey instrument to demonstrate that an institution is accommodating student interests and abilities in compliance with item #c below. Although OCR's letter applies to intercollegiate athletic programs, OCR's web site clarifies that the general principles also apply to interscholastic and intramural programs at elementary and secondary schools.

ATHLETIC COMPETITION (continued)

In evaluating whether there is an unmet interest in a particular sport and sufficient ability to sustain a team in the sport (**item #1c below**), OCR considers (1) whether an institution uses nondiscriminatory methods of assessment when determining the athletic interests and abilities of its students, (2) whether a viable team for the underrepresented sex was recently eliminated, (3) multiple indicators of interest, (4) multiple indicators of ability, and (5) frequency of conducting assessments. Thus, a student survey is one of multiple indicators that may be used. **The A letter issued by OCR in April 2010 letter** provides information that the district might consider in developing its own survey. In addition, CIF's A Guide to Equity in Athletics provides sample surveys.

- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity

Note: 5 CCR 4922 clarifies that unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams shall not by itself constitute a failure to provide equivalent opportunities. However, the provision of necessary funding for teams of both sexes is a factor in the determination, as specified below.

11. Provision of necessary funds

Note: Education Code 221.9, as added by SB 1349 (Ch. 258, Statutes of 2014), requires each school that offers competitive athletics (i.e., any sport that has a coach and a governing organization, practices and competes during a defined season, and has competition as its primary goal) to post the following

ATHLETIC COMPETITION (continued)

information on its school web site beginning in the 2015-16 school year and every year thereafter. If the school does not have its own web site, then the district must post that information on the district web site, disaggregated by school site. The following paragraph may be revised to reflect district practice.

~~Beginning with the 2015-16 school year and every year thereafter, e~~Each school that offers competitive athletics shall, **at the end of the school year, post the following information** post on its school web site, or on the district web site if the school does not have a web site, ~~at the end of the school year the following information:~~ (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

Health and Safety Concussions and Head Injuries

Note: Education Code 49475 requires districts to distribute information on concussions and head injuries to student athletes and their parents/guardians. The district may use fact sheets developed by the Centers for Disease Control and Prevention (CDC), available on CIF's web site, or other resources to develop the information sheet.

The requirements of Education Code 49475 apply to any district that offers an athletic program at any grade level and for any sport. These requirements do not apply to students engaging in an athletic activity during the regular school day or as part of a physical education course.

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

Note: Education Code 35179.1 encourages the establishment of a California High School Coaching Education and Training Program for coaches' training including, 49032 requires that each high school coach complete

ATHLETIC COMPETITION (continued)

an education program that includes, but **is** not limited to, **CPR and** a basic understanding of the signs and symptoms of concussions and appropriate response to them. CIF makes **a free online courses** available through its web site. **Also see AR 4127/4227/4327 - Temporary Athletic Team Coaches.**

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. **(Education Code 35179.1, 49032)**

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

Note: Education Code 49475 requires that **an athlete a student** at any grade level **engaged in an athletic program apart from the regular school day or physical education course** who is suspected of sustaining a concussion be immediately removed from the athletic activity and not **be** allowed to return until a health care provider provides written clearance. **CIF's CDC's** web site includes an Acute Concussion Evaluation form which may be used to provide injured students and their parents/guardians with information about monitoring symptoms and the health care provider's recommendations regarding returning to daily activities, school, and sports. **See also CIF's web site for additional information regarding concussions.**

As amended by AB 2127 (Ch. 165, Statutes of 2014), Education Code 49475 requires that, if the health care provider determines that the athlete sustained a concussion or head injury, the athlete must complete a graduated return to play protocol as described below.

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

Note: The following paragraph is for use by districts that offer a football program and may be revised to reflect the grade levels offered by the district. **AB 2127 (Ch. 165, Statutes of 2014) added Education Code 35179.5 to limit full contact practices by a middle school or high school football team, as follows.**

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

ATHLETIC COMPETITION (continued)**Sudden Cardiac Arrest**

Note: Education Code 33479.3, as added by AB 1639 (Ch. 792, Statutes of 2016), requires that student athletes and their parents/guardians receive information on the nature and warning signs of sudden cardiac arrest, as provided below. This information is available from the CIF or, if the athletic activity is not governed by the CIF, on the California Department of Education's (CDE) web site. In addition, Education Code 33479.2, as added by AB 1639, encourages districts to post on their web sites the information provided on the CDE's web site pertaining to sudden cardiac arrest.

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by the CIF, the student and his/her parent/guardian shall, prior to participating in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

Note: Beginning July 1, 2017, Education Code 33479.6, as added by AB 1639 (Ch. 792, Statutes of 2016), requires the coach of an athletic activity to complete, every two years, a training course related to the nature and warning signs of sudden cardiac arrest. See AR 4127/4227/4327 - Temporary Athletic Team Coaches. CIF makes free online courses available through its web site.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

Note: Education Code 33479.5, as added by AB 1639 (Ch. 792, Statutes of 2016), and CIF bylaws provide for a student's removal from participation in an athletic activity if he/she passes out or faints. As defined by Education Code 33479.1, as added by AB 1639, an "athletic activity" includes (1) interscholastic athletics; (2) an athletic contest or competition sponsored by a school, including cheerleading and club-sponsored sports activities; (3) noncompetitive cheerleading sponsored by a school; and (4) practices, interscholastic practices, and scrimmages for all these activities.

Pursuant to Education Code 33479.5, this requirement does not apply when a student engages in an athletic activity during the regular school day or as part of a physical education course, unless the activity constitutes a practice, interscholastic practice, or scrimmage. Furthermore, Education Code 33479.5 authorizes, but does not require, the removal of a student from an athletic activity if he/she exhibits symptoms of sudden cardiac arrest other than passing out or fainting, as provided below. However, to promote student safety, the district may choose to require its staff to remove a student from an athletic activity if he/she exhibits any symptom of sudden cardiac arrest at any time.

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity,

ATHLETIC COMPETITION (continued)

the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.[MOVED TO BP]

Additional Parental Notifications

Note: The following **optional** section lists notices that the district may send to parents/guardians of students participating in interscholastic athletics. This section should be revised to reflect district practice.

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, **in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above,** send a notice to the student's parents/guardians which:

Note: Education Code 33353 requires CIF to provide information to students and parents/guardians about procedures for discrimination complaints arising from interscholastic athletic activities. Education Code 33354 allows a complainant to file a discrimination complaint directly with the ~~California Department of Education (CDE).~~

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

Note: ~~Education Code 221.6 and 221.8, as amended and renumbered pursuant to AB 1538 (Ch. 43, Statutes of 2015), require the CDE to post on its web site a list of student rights based on Title IX.~~ **Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires districts to post specified information on their web sites related to Title IX. 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**

ATHLETIC COMPETITION (continued)

list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. See AR 5145.3 - Nondiscrimination/Harassment. Optional item #2 below provides that this information will also be provided in writing to the parents/guardians of student athletes.

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

Note: In Kahn v. East Side Union High School District, the California Supreme Court analyzed the liability of a coach for an injury to a member of a high school diving team. The court acknowledged that some risk of injury is inherent in sports and part of a coach's job is to "push" a student athlete to advance his/her skill level and to undertake more difficult tasks. According to the court, a coach could be found liable only when he/she intentionally injures the student or engages in conduct that is so reckless that it is outside of the ordinary activity involved in teaching or coaching the sport.

The district may or may not wish to seek a waiver of liability for accidents or injuries resulting from participation in athletic activities. Whether a liability waiver is legally effective is likely to be determined on a case-by-case basis, and it is questionable whether a student's right to participate in extracurricular activities could be made contingent upon the submission of a waiver. Legal counsel should be consulted when addressing the complex issues related to liability waivers.

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

Note: Education Code 32221.5 requires the district to provide information about insurance protection to each student participating on a school athletic team. For specific language that must be contained in this statement, see AR 5143 - Insurance.

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

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

Note: Pursuant to Education Code 48900, a student may be subject to suspension or expulsion if he/she engages, or attempts to engage, in hazing.

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

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

ATHLETIC COMPETITION (continued)

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules

Note: ~~As required by~~ Pursuant to Education Code 49033, and CIF bylaws, ~~require~~ any student participating in athletics and his/her parent/guardian ~~must to~~ sign a statement that the student will not use **androgenic/anabolic** steroids, **unless he/she has a written prescription from a licensed health care practitioner,** or dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine, ~~unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.~~ See BP/AR/E 5131.63 - Steroids.

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids, **unless prescribed by a licensed health care practitioner,** or **prohibited** dietary supplements **that include substances** banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

(12/14 10/15) 5/17

CSBA Sample

Board Policy

Instruction

BP 6178.1(a)

WORK-BASED LEARNING

Note: The following **optional** policy is for use by districts maintaining middle and/or high schools and should be revised to reflect district practice.

Under the state plan for career technical education (CTE), each district receiving funds under the Carl D. Perkins Career and Technical Education Act (20 USC 2301-2414) is required to include specified components in its CTE program, including practical application and experience through actual or simulated work-based learning assignments. Other districts may offer work-based learning opportunities at their discretion. Also see BP/AR 6178 - Career Technical Education.

The Governing Board desires to facilitate ~~the preparation of secondary school students for college and career by providing~~ work-based learning opportunities which link classroom learning with real-world experiences. ~~The district's W~~work-based learning **program** ~~opportunities offered by the district~~ shall be designed to teach **students** the skills, attitudes, and knowledge necessary for successful employment and to reinforce mastery of both academic and career technical education (CTE) standards.

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

Note: The following ~~paragraph may list should~~ be revised to reflect the program(s) ~~available in~~ **offered by** the district. Education Code 51760.1 authorizes districts, county offices of education, regional occupational centers/programs, and partnership academies to provide work-based learning opportunities which may include, but are not limited to, work experience education (WEE), community classrooms or cooperative CTE programs, and job shadowing experiences, as described **in items #1-3** below. See the accompanying administrative regulation for legal requirements pertaining to these programs. In addition, although not specified in state law, **items #4-8 below provide** other examples of work-based learning opportunities cited in **the state's CTE curriculum framework and** the California Department of Education (**CDE**) publication Multiple Pathways to Student Success: Envisioning the New California High School, **available on WestEd's web site,** ~~include student internships/field study, apprenticeships, service learning, work in social/civic enterprises or school-based enterprises such as student stores, and technology based or other simulated work experiences.~~

The district's wWork-based learning **program may offer** opportunities ~~offered by the district may include~~ **for** paid and/or unpaid work experiences, including, but not limited to:

1. **W**work experience education as defined in Education Code 51764;

2. **C**ooperative CTE or community classrooms as defined in Education Code 52372.1;

3. **J**job shadowing **experience** as defined in Education Code 51769;

WORK-BASED LEARNING (continued)

4. ~~S~~student internships;
5. ~~A~~apprenticeships;
6. ~~S~~service learning;
7. ~~E~~mployment in social/civic or school-based enterprises, ~~and~~
8. ~~T~~echnology-based or other simulated work experiences

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

The Superintendent or designee may provide students ~~E~~mployment opportunities ~~with~~ ~~may~~ ~~be provided by any public and or private employers in areas within or outside the district, either within California or~~ **including in any contiguous state.** (Education Code [51768](#))

Note: The following paragraph is optional.

The Board may elect to pay wages to students participating in a work-based learning program, but shall not make payments to or for private employers except for students with disabilities who are participating in work experience education programs funded by the state for such students. (Education Code 51768)

Note: Pursuant to 5 CCR 10070, the district is required to submit a secondary district plan to the CDE along with its WEE program application. 5 CCR 10070 also requires the district to submit evidence that the Governing Board has approved the district plan (e.g., meeting minutes). The following paragraph ensures the Board's involvement when any work-based learning program requires CDE or other state agency approval.

Any district plan for work-based learning shall be submitted to the Board for approval. When required, the plan shall be submitted to the California Department of Education or other state agency or official.

Note: The following optional paragraph may be revised to reflect district practice. Education Code 51760.1 encourages districts to work with any local workforce investment board youth councils and workforce investment boards established by Education Code 51760.2 to coordinate work-based learning opportunities and facilitate regional planning.

The Superintendent or designee shall involve local businesses or business organizations in planning and implementing work-based learning opportunities that support the district's vision and goals for student learning and local workforce development efforts. He/she also may work with postsecondary institutions, community organizations, and others to identify opportunities for work-based learning.

WORK-BASED LEARNING (continued)

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

Note: Districts that offer WEE programs are required by 5 CCR 10070-10071, as amended by Register 2011, No. 12, to develop a written training agreement with each employer with specified components and assurances. 5 CCR 10087 and 10108 require the development of a training agreement and individual student training plans for community classrooms and cooperative CTE programs. Districts that do not offer these specific programs may delete or revise the following paragraph.

When required by law, the Superintendent or designee shall develop a written training agreement with the employer that describes the conditions and requirements to be met by all parties and shall develop an individual training plan for each student which outlines the objectives or competencies that the student is expected to accomplish at the work site. (5 CCR 10070-10071, 10087, 10108)

To ensure appropriate guidance and supervision of participating students and maximize the educational benefit from placement in any work-based learning program, District staff shall coordinate with the workplace supervisors or mentors. ~~to ensure appropriate guidance and supervision of participating students and maximum educational benefit from placement in the program.~~

Note: Education Code 49160 prohibits any person, firm, or corporation from employing a minor under age 18 without a work permit issued by the proper education authority, with specified exceptions. See BP/AR 5113.2 - Work Permits. Work permits are not required for unpaid work-based learning opportunities. Districts that offer only unpaid programs should delete the following paragraph.

A minor student shall be **allowed** ~~issued a work permit before beginning~~ employment through a paid work-based learning program **only if he/she has been issued a work permit,** in accordance with law, Board policy, and administrative regulation. (Education Code 49113, 49160)

(cf. 5113.2 - Work Permits)

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work-based learning programs. (Education Code 51763)

Note: The following **optional** paragraph may be revised to reflect district practice. According to the CDE's Work Experience Education Guide, students participating in a paid work-based learning program must be covered by their employer for workers' compensation insurance pursuant to Education Code 51769. Students participating in an unpaid work-based learning program must be covered by the district's insurance, unless the employer elects to provide such coverage.

WORK-BASED LEARNING (continued)

In addition, Education Code 35208 requires districts to insure against liability. Pursuant to Education Code 51760, the **Governing** Board may choose to purchase liability insurance for students participating in work-based learning programs off school grounds or may require such students to purchase insurance and pass on all or a portion of the costs to the district, at the discretion of the Board.

The Superintendent or designee shall ensure that any student participating in a work-based learning program off school grounds is covered under the employer's or district's insurance, as applicable, in the event the student is injured.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

Note: ~~5 CCR 10075 establishes requirements related to the qualifications of WEE teacher coordinators. As amended by Register 2011, No. 12, 5 CCR 10075 provides that the~~**requires a WEE** teacher-coordinator ~~may to~~ possess any valid preliminary, professional clear, or life credential or other nonintern teaching credential that authorizes the teacher to teach in California K-12 schools. Pursuant to 5 CCR 10080 and 10100, teachers of community classrooms and cooperative CTE programs must be certificated CTE teachers.

The Superintendent or designee shall ensure that any teacher-coordinator of a work-based learning program possesses the appropriate credential issued by the Commission on Teacher Credentialing. (5 CCR 10075, 10080, 10100)

(cf. 4112.2 - Certification)

The Superintendent or designee shall maintain records **for related to** each student's participation in the **district's work-based learning** program, including, but not limited to, the student's individualized training plan, **his/her** employment hours and job site, work permit if applicable, **the** employer's report of student's attendance and job performance, the teacher-coordinator's consultations and observations, and **reports of** the student's grade and credits earned.

(cf. 5125 - Student Records)

Note: The following **optional** paragraph may be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating program effectiveness.

The Superintendent or designee shall periodically report to the Board regarding program implementation and effectiveness, including, but not limited to, rates of student participation in work-based learning programs and assessment results of participating students.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

WORK-BASED LEARNING (continued)

Legal Reference:

EDUCATION CODE

35208 *Liability insurance*
46144 *Minimum school day for work experience program*
46147 *Exception for minimum day; students in last semester or quarter of grade 12*
46300 *Method of computing ADA*
48402 *Enrollment in continuation education, minors not regularly employed*
49110-49119 *Permits to work*
49160 *Permits to work, duties of employer*
51760-51769.5 *Work-based learning*
52300-52499.66 *Career technical education*
54690-54697 *Partnership academies*
56026 *Students with exceptional needs*
52372.1 *Community classrooms and cooperative career technical education programs*

LABOR CODE

1285-1312 *Employment of minors*
1391-1394 *Working hours for minors*
3070-3099.5 *Apprenticeship*
3200-6002 *Workers' compensation and insurance*

CODE OF REGULATIONS, TITLE 5

1635 *Credit for work experience education*
10070-10075 *Work experience education*
10080-10090 *Community classrooms*
10100-10111 *Cooperative career technical education programs*

UNITED STATES CODE, TITLE 20

2301-2414 *Carl D. Perkins Career and Technical Education Act of 2006*

CODE OF FEDERAL REGULATIONS, TITLE 29

570.35a *Work experience programs*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Work Experience Education Guide

California Career Technical Education Model Curriculum Standards, 2013

Multiple Pathways to Student Success: Envisioning the New California High School, 2010

California Career Technical Education Model Curriculum Standards, 2013

2008-2012 California State Plan for Career Technical Education, 2008

Career Technical Education Framework for California Public Schools: Grades Seven Through Twelve, 2007

Work Experience Education Guide

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Child Labor Laws, 2000-2013

WEST ED PUBLICATIONS

Work-Based Learning in California: Opportunities and Models for Expansion, 2009

Management Resources continued: (see next page)

WORK-BASED LEARNING (continued)

Management Resources: (continued)

WEB SITES

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

California Association of Work Experience Educators: <http://www.cawee.org>

California Department of Education, Work Experience Education: <http://www.cde.ca.gov/ci/ct/we>

California Department of Industrial Relations: <http://www.dir.ca.gov>

Linked Learning Alliance: <http://www.linkedlearning.org>

WestEd: <http://www.wested.org>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Instruction

AR 6178.1(a)

WORK-BASED LEARNING

Note: The following **optional** administrative regulation is for use by districts maintaining middle and/or high schools that provide any of the work-based learning programs authorized by Education Code 51760.1. Pursuant to Education Code 51760.1, students participating in work-based learning programs must be afforded the same statutory and regulatory safeguards, when applicable, as students participating in work experience education (WEE) programs ~~offered pursuant to Education Code 51764~~. **The district should select the section(s) below that reflect the program(s) available in the district.**

Work Experience Education

Note: The following **optional** section is for use by districts that offer a WEE program pursuant to Education Code ~~51764~~ **51760.1** and 5 CCR 10070-10075, and may be revised to reflect district practice. ~~Any of~~ **Although** the WEE programs described in items #1-3 below may enroll students under age 16, ~~such but only~~ **students who are age 16 or older** may **only** receive credit for general WEE or career technical WEE ~~except~~ under the limited circumstances specified in Education Code 51760.3. For further information about the operation of WEE programs, see the California Department of Education's (CDE) Work Experience Education Guide.

The district's work experience education (WEE) program shall consist of one or more of the following types of unpaid and paid on-the-job experiences: (~~Education Code 51764~~; 5 CCR 10071)

1. *Exploratory WEE* which provides students with a combination of **related** classroom instruction in WEE and unpaid opportunities to observe and sample systematically a variety of conditions of work for the purpose of ascertaining their interest and suitability for the occupation they are exploring

The length of exploratory **WEE work experience** assignments may vary depending on the aptitude of the student, the occupation being explored, the facilities of the work station, and the job classification. A student may not participate in an exploratory **WEE work experience** assignment if he/she receives pay for like work at the same work station or similar job outside of the WEE program.

2. *General WEE* which has as its purpose the application of basic skills of reading, writing, and computation and which **enables-provides** students **an opportunity** to acquire general and specific occupational skills through a combination of supervised paid employment in any occupational field and related classroom instruction in WEE

Note: ~~5 CCR 10071, as amended by Register 2011, No. 12, now uses the terminology "career technical work experience education" to refer to the type of program described in item #3 below.~~ Although 5 CCR 10071 states that career technical WEE provides paid employment opportunities, the CDE's Work Experience Education Guide clarifies that career technical WEE may offer paid or unpaid work experiences.

WORK-BASED LEARNING (continued)

3. *Career technical WEE* which reinforces and extends career learning opportunities for students through a combination of related classroom instruction in WEE and supervised paid or unpaid employment in the occupation for which their career technical course in school prepares them

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6178 - Career Technical Education)

~~Note: The district is required to submit a secondary district plan to the CDE along with its WEE program application. 5 CCR 10070, as amended by Register 2011, No. 12, contains requirements for the content of the district plan, including (1) the course description with the units of instruction per week for each semester offered; (2) assurances by the employer that the employer and each student have entered into a training agreement that includes the components specified in 5 CCR 10070; (3) a detailed explanation of the criteria for granting school credit by the district; and (4) if applicable, a letter of authorization to issue work permits signed by the Superintendent or designee. 5 CCR 10070 also requires that the district submit evidence that the Governing Board has approved the district plan (e.g., meeting minutes).~~

~~The Superintendent or designee shall develop and present to the Governing Board for approval a district plan for WEE in accordance with 5 CCR 10070. [MOVED TO BP]~~

~~Note: Education Code 51768 authorizes the district to pay participating students' wages, but provides that the district may not make payments to or for private employers except for students with disabilities as defined in Education Code 56026.~~

~~Employment opportunities may be provided by any public or private employers in areas within or outside the district, either within California or in a contiguous state. (Education Code 51768) [MOVED TO BP]~~

The student-teacher ratio in **any the** WEE program shall not exceed 125 students per full-time equivalent certificated teacher coordinator. (Education Code 46300)

The minimum day for students enrolled in a WEE program shall be four periods totaling at least 180 minutes in duration, unless the school or student meets one of the conditions specified in Education Code 46144 or 46147. (Education Code 46144, 46147)

(cf. 6112 - School Day)

(cf. 6184 - Continuation Education)

Note: The following **optional** paragraph reflects guidance in the CDE's Work Experience Education Guide.

A WEE program offered during the summer shall be conducted in the same time period as the regular summer school program and shall conform to all appropriate laws and regulations applicable to WEE.

WORK-BASED LEARNING (continued)

(cf. 6177 - Summer ~~School~~ **Learning Programs**)

Note: Pursuant to Education Code 51764, any WEE program must be coordinated by district staff.

Each WEE program shall operate under the supervision of a teacher-coordinator. The teacher-coordinator shall make at least two on-site contacts per semester with each work supervisor or at least one on-site contact during summer school to evaluate student performance. (**Education Code 51764**; 5 CCR 10074)

Any Participating students who is age 16 years or older and who satisfactorily completes a WEE program with a minimum shall receive at least the equivalent of one instructional period per week of related classroom instruction or counseling by a certificated employee, in sessions scheduled intermittently throughout the semester, ~~-(Education Code 51760.3) A student~~ shall be granted up to 40 semester periods of credit for WEE within the following limits: (Education Code 51760.3; 5 CCR 1635)

1. For exploratory WEE, the student may earn 10 semester periods for each semester, with a maximum of 20 semester periods earned in two semesters.
2. For either general or career technical WEE, the student may earn 10 semester periods for each semester, with a maximum of 40 semester periods.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

~~In order to receive credit for satisfactory completion of a general or career technical WEE program, a student shall be age 16 years or older. However, a~~**Any** student who **satisfies the above requirements but** is under age 16 may be granted credit under any of the following conditions: (Education Code 51760.3)

1. The student is enrolled in grade 11 or higher.
2. The principal certifies that the student **is in** needs ~~the program of immediate work experience education~~ in order to pursue employment opportunities.
3. **The principal certifies that, without being provided an opportunity to enroll in the WEE program, there is a high probability that** ~~or to encourage~~ the student's **will no longer be enrolled** ~~continuing enrollment~~ as a full-time student.

(cf. 5147 - Dropout Prevention)

Note: Education Code 51760.3, as amended by AB 2063 (Ch. 72, Statutes of 2016), provides an additional circumstance under which students under age 16 can receive credit for satisfactory completion of a WEE program, as provided in item #4 below.

WORK-BASED LEARNING (continued)

- 4. The student is age 14 years or older and the principal certifies that such credit is necessary for the student's participation in a career technical education (CTE) program.**
- 3. 5. The student is a student with disabilities who has an individualized education program (IEP) prescribing which prescribes the type of training for which participation in a WEE program is deemed appropriate.**

(cf. 6159 - Individualized Education Program)

Cooperative Career Technical Education Program/Community Classrooms

Note: The following **optional** section is for use by districts that offer a cooperative career technical education (CTE) program (5 CCR 10100-10111) and/or community classroom program (5 CCR 10080-10090) and should be modified to reflect the program(s) offered by the district. Except where noted, requirements described below apply to either program.

Both the cooperative CTE and community classroom programs require participating students to be concurrently enrolled in a course or program approved by the CDE. Pursuant to 5 CCR 10103, students in the cooperative CTE program are also required to (1) be at least age 16 unless the principal determines that the program is appropriate for a younger student due to his/her financial, motivational, or other exceptional needs; (2) be full-time students as defined; and (3) have parent/guardian consent if under age 18.

To be eligible for program participation, a student shall be concurrently enrolled in a **career technical education (CTE)** course or program approved by the California Department of Education and shall meet other criteria specified in 5 CCR 10103 as applicable. (5 CCR 10082, 10103)

At least one instructional period per week of formal CTE classroom instruction shall be provided to participating students. Each CTE instructional period shall be equivalent to a minimum of three regular classroom instructional periods of at least 50 minutes each week. (5 CCR [10085](#), [10106](#))

Teachers assigned to the program shall locate and select training stations to provide participating students with unpaid on-the-job learning experiences in the specific occupation related to the approved course or program. (5 CCR 10086, 10107)

Related classroom instruction shall be provided in at least one instructional period per week, with a minimum equivalency of three instructional periods, of at least 50 minutes each, per week. (5 CCR [10085](#), [10106](#))

Note: The district should choose one or both options below reflecting program(s) offered by the district.

WORK-BASED LEARNING (continued)

OPTION 1: (Cooperative CTE Program)

The cooperative CTE program teacher shall make at least one visitation every four weeks to each employer to ensure that the provisions of the training agreement are being met and that students are acquiring the competencies identified in their individual training plans. One out of every two visits to the training station shall include an observation of the student engaged in on-the-job training experiences. (5 CCR 10109)

OPTION 2: (Community Classrooms)

The community classroom teacher shall make at least one visitation every three weeks to consult with the work supervisor, observe students at the training station, provide instruction, and ensure that students are acquiring the competencies identified in their individual training plans. Each visitation shall include an observation of the student engaged in on-the-job training experiences. (5 CCR 10088)

Note: The following paragraph is for use by districts offering either the cooperative CTE or community classroom program.

Students shall be granted academic credit for satisfactory completion of the program. The teacher shall be responsible for evaluating the student's performance in the CTE course and, with the assistance of the employer, the student's participation at the training station. (5 CCR 10081, 10102)

Job Shadowing

Note: The following **optional** section is for use by districts that offer job shadowing opportunities pursuant to Education Code 51769. The section may be revised to reflect district practice, including specifying the position designated by the Superintendent or designee to coordinate or manage the program. The CDE's Work Experience Education Guide recommends that job shadowing activities be conducted under the supervision of the WEE coordinator.

The program coordinator shall identify job shadowing placements with the goal of providing students with exposure to a broad range of career options and employment settings.

The program coordinator shall supervise job shadowing activities, including the coordination of the student's and employer's schedules and consultation with the student's other teachers when necessary.

Note: Education Code 51769, as amended by AB 2063 (Ch. 72, Statutes of 2016), allows students to participate in job shadowing activities for up to 40 hours per semester, intersession, or summer school session under the conditions described below.

WORK-BASED LEARNING (continued)

Participating students may attend job shadowing opportunities for **up to 25 hours but** no less than three hours ~~and no more than 25 hours~~ in one semester, intersession, or summer school session. **However, a student may be permitted to participate for up to 40 hours in one semester, intersession, or summer school session, if the principal certifies that it is necessary for the student's participation in a CTE program.** (Education Code 51769)

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CSBA Sample

Board Policy

Facilities

BP 7214(a)

GENERAL OBLIGATION BONDS

Note: Article 16, Section 18 of the California Constitution permits school districts to issue bonds for the construction of school facilities with either a 66.67 percent or 55 percent approval by local voters. To qualify for the lower 55 percent (Proposition 39) threshold, districts must use the bond funds for certain purposes and fulfill additional accountability requirements, as specified in this Board policy and accompanying administrative regulation.

Education Code 15100 sets forth conditions under which the Governing Board may call for a bond election. Pursuant to Education Code 15266, these conditions must be satisfied if the Board is seeking either the 66.67 percent or 55 percent approval threshold. **The following paragraph is consistent with Education Code 15100.**

In 88 Ops.Cal.Atty.Gen. 46 (2005), the Attorney General opined that a school district may use district funds to hire a consultant to assess the feasibility of developing a bond measure and to assess the public's support and opposition. **However, according to the Attorney General, a district may not use district funds to hire a consultant, but not** to develop and implement a strategy to build a coalition to support the bond because such activities would be an impermissible use of public funds for campaign purposes in violation of Education Code 7054. **However, in 99 Ops.Cal.Atty.Gen. 18 (2016), the Attorney General, while reaffirming the 2005 opinion, clarified that costs incurred from hiring consultants for pre-election services could not be paid from bond proceeds.** For further discussion regarding use of district funds for political purposes, see BP 1160 - Political Processes.

The Governing Board recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

(cf. 1160 - Political Processes)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

Note: **Pursuant to Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), the Board is required to adopt a debt management policy prior to issuing any debt, including a general obligation bond. For sample policy language fulfilling this mandate, see BP 3470 - Debt Issuance and Management.**

For bonds requiring a 55 percent majority, Education Code 15268 and 15270 set limits as to the maximum amount of the bond and the tax rate that may be levied as a result of the bond. Limitations for bonds requiring a 66.67 percent majority are detailed in Education Code 15102-15109.

The Board shall determine the appropriate amount of the bonds in accordance with law. The Board's decision to order a bond election, as well as its determinations regarding the appropriate amount, timing, and structure of the bond issuance, shall be consistent with law and the district's debt management policy.

GENERAL OBLIGATION BONDS (continued)

(cf. 3470 - Debt Issuance and Management)

Note: Pursuant to Education Code 15100, as amended by AB 2116 (Ch. 129, Statutes of 2016), the following requirement applies to bond elections ordered by the Board regardless of whether the Board is seeking the 66.67 percent or 55 percent approval threshold.

Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Bonds Requiring 55 Percent Approval by Local Voters

Note: Pursuant to Education Code 15266, upon adoption of the resolution specified below, the district must comply with the accountability provisions required for the 55 percent threshold, even if the bond ultimately passes by a 66.67 percent majority of the voters.

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agrees to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code 15266)

(cf. 9323.2 - Actions by the Board)

Note: Education Code 15266 requires ~~that the~~ bond elections ~~to~~ be held only during a regularly scheduled local election at which all of the electors (voters) in the district are entitled to vote. Therefore, those school districts whose boundaries encompass more than one city or county or whose board members are elected by trustee area must ensure that the bond election is on a ballot in which all of the electors in the district are entitled to vote, such as a statewide primary, general, or special election.

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A)

GENERAL OBLIGATION BONDS (continued)

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities
3. The refunding of any outstanding debt issuance used for the purposes specified in items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. ~~A requirement that~~ **Certification that** proceeds from the sale of the bonds **will** be used only for the purposes specified in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 6151 - Class Size)

Note: The question of whether or not bond proceeds may be used to pay the costs of the audits required pursuant to items #3-4 below should be referred to the district's legal counsel. However, an Attorney General opinion (87 Ops.Cal.Atty.Gen. 157 (2004)) supports the use of bond proceeds to pay the salaries of district employees to the extent they perform administrative oversight work on bond projects. According to the opinion, because these audits are expressly required by Proposition 39 and are directly related to the bond projects rather than routine school operations, these project administration costs may be considered as within the purposes specified in California Constitution Article 13A, Section 1(b)(3)(A) and therefore are an appropriate expenditure of bond proceeds.

The performance audit described in item #3 may include an evaluation of the planning, financing, and implementation of the overall facilities program.

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

GENERAL OBLIGATION BONDS (continued)

Note: If the district has a general obligation bond approved ~~under~~ **according to** the 55 percent threshold **provisions**, Education Code 15278 requires that the Board appoint a citizens' oversight committee. See the accompanying administrative regulation for requirements related to the composition and duties of the committee.

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

(cf. 1220 - Citizen Advisory Committees)

(cf. 9324 - Minutes and Recordings)

~~Note: Pursuant to Education Code 15286, as amended by SB 581 (Ch. 91, Statutes of 2013), the district is required to ensure that performance and financial audits specified in items #3-4 above are issued in accordance with law and provided to the citizens' oversight committee as specified in the following paragraph.~~

The Superintendent or designee shall ensure that the annual, independent performance and financial audits required pursuant to items #3-4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight committee at the same time they are submitted to him/her and no later than March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

GENERAL OBLIGATION BONDS (continued)

Note: Pursuant to Education Code 15101, an election for a bond measure that requires 66.67 percent approval may be held only on specified days. Districts using this option should coordinate efforts with their local elections officials to ensure compliance with law.

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Note: Items #1-10 below reflect the purposes for which funds generated from a general obligation bond authorized with 66.67 percent voter approval may be used, pursuant to Education Code 15100. Some of these purposes may be inconsistent with Article 13A, Section 1 of the California Constitution, which permits a district to raise funds in this manner only for the acquisition or improvement of real property. Districts should consult with legal counsel when determining whether to order a bond election for any of the purposes specified in Education Code 15100. The district may revise the following list to reflect the specific purposes authorized by the Board.

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years

GENERAL OBLIGATION BONDS (continued)

10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by **an** order of the Board **and that is** entered into the minutes. (Education Code 15100)

Note: The following paragraph is **optional**. **Although Education Code 15278 requires that the Board appoint a citizens' oversight committee if the district has a general obligation bond approved according to the 55 percent threshold provisions, districts that have had approval of a bond with 66.67 percent majority vote are not required by law to appoint a citizens' oversight committee. However, such districts but may, at their discretion, form an oversight committee under requirements and guidelines adopted by the Board.**

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

Note: The following section applies to bond elections requiring either a 55 percent or 66.67 percent approval by local voters. Pursuant to Elections Code 15372, following a bond election, the county elections official must submit a certificate of the election results to the Board, which then must provide certification to the County Board of Supervisors, as specified below.

If the certificate of election results received by the Board shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolutions Regarding Sale of Bonds

Note: The following section applies to bond elections requiring either a 55 percent or 66.67 percent approval by local voters. Pursuant to Education Code 15140, bonds may be offered for sale by either the County Board of Supervisors or the County Superintendent of Schools. However, the County Board of Supervisors may adopt a resolution authorizing a district to sell bonds on its own behalf when the district has not received a qualified or negative certification in its most recent interim financial report; see BP/AR 3460 - Financial Reports and Accountability.

In addition to districts' authority to issue bonds pursuant to Education Code 15100-15254, Government Code 53506-53509.5 provide an alternative method. However, **effective January 1, 2014**, any district that intends to issue bonds using this alternative method is subject to stricter requirements pursuant to Government Code 53508.5, **as added by AB 182 (Ch. 477, Statutes of 2013)**. Districts using the alternative method may need to further modify this policy and accompanying administrative regulation and should consult with legal counsel as necessary.

GENERAL OBLIGATION BONDS (continued)

Regardless of the method used to issue bonds, pursuant to Education Code 15144.1 and 15144.2, ~~as added by AB 182,~~ the district's total debt service to principal ratio must not exceed four to one and, if the bond allows for the compounding of interest, such as a capital appreciation bond (CAB), and matures more than 10 years after its issuance date, the bond must be redeemable by the district no later than 10 years from issuance. Pursuant to Government Code 53508.6, ~~as added by AB 182,~~ a current interest bond (CIB) may ~~now~~ have a maturity of up to 40 years provided that the district complies with the disclosure requirements specified in Education Code 15146, ~~as amended by AB 182~~ and makes a finding that the useful life of the facility to be financed with the bonds is at least equal to the maturity date of the bonds.

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)

Note: To ensure prudence in the expenditure of district resources, the Board should carefully consider all available funding instruments, such as CIBs, CABs, and convertible capital appreciation bonds, ~~how the manner in which~~ the bonds will be sold, and other related issues as specified in Education Code 15146. Districts considering the method of bond sale and kinds of bonds to sell are encouraged to review CSBA's Governance Brief Bond Sales - Questions and Considerations for Districts.

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, ~~the Board shall disclose, as an agenda item at a public meeting, either in the bond issuance resolution or a separate resolution,~~ **the Board shall place an agenda item at a public meeting and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the** available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146; Government Code 53508.9)

1. Express approval of the method of sale (i.e., competitive, negotiated, or hybrid)
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected

GENERAL OBLIGATION BONDS (continued)

4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

Note: Pursuant to Education Code 15146, as amended by AB 182 (Ch. 477, Statutes of 2013), the district must comply with the requirements specified in the following two paragraphs if it intends to sell bonds that allow for compounding of interest, including, but not limited to, CABs:

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), **the resolution to be adopted by the Board shall include** items #1-4 above **as well as and** the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds ~~shall be included in the resolution to be adopted by the Board~~. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

Note: Government Code 8855 requires that the district report any proposed issuance of debt to the California Debt and Investment Advisory Commission (CDIAC) at least 30 days prior to the sale of the debt issue. Typically, bond counsel will file the report on behalf of the district. As amended by SB 1029 (Ch. 307, Statutes of 2016), Government Code 8855 requires that the report include a certification that the district has adopted a debt management policy and that the issuance is consistent with that policy. Pursuant to Government Code 8855, the district must also annually submit, on or before January 31, a report to the CDIAC regarding all outstanding debt and the use of the proceeds of the issued debt. See BP 3470 - Debt Issuance and Management.

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

GENERAL OBLIGATION BONDS (continued)

After the sale, the Board shall be presented with the actual issuance cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the **California Debt and Investment Advisory Commission CDAIC**. (Education Code 15146; Government Code 53509.5)

Bond Anticipation Notes

Note: Pursuant to Education Code 15150, the district is authorized to issue a bond anticipation note when the Board determines by resolution that it is in the best interest of the district to finance a facilities project on an interim basis in anticipation of the sale of bonds that has been approved by voters. The note may only be issued in accordance with law and subject to terms and conditions prescribed by the Board.

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Note: Education Code 15150 clarifies that interest on a bond anticipation note may be paid at maturity from the proceeds of the sale of the bond in anticipation of which it was issued or paid periodically from a property tax levied for that purpose if certain conditions are satisfied.

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose.
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

Deposit of Bond Proceeds

Note: Pursuant to Education Code 15146, the proceeds of the sale of bonds, exclusive of any premium received, must be deposited in the county treasury to the credit of the building fund of the district. As

GENERAL OBLIGATION BONDS (continued)

amended by AB 2738 (Ch. 472, Statutes of 2016), Education Code 15146 prohibits districts from withdrawing proceeds from the sale of bonds at any time for purposes of making investments outside the county treasury.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

Legal Reference:

EDUCATION CODE

7054 Use of district property, campaign purposes

15100-15254 Bonds for school districts and community college districts

15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000

17577 Sewers and drains

47614 Charter school facilities

ELECTIONS CODE

324 General election

328 Local election

341 Primary election

348 Regular election

356 Special election

357 Statewide election

1302 ~~School district~~ Local election

15372 Elections official certificate

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

8855 California Debt and Investment Advisory Commission

53506-53509.5 General obligation bonds

53580-53595.5 Bonds

54952 Definition of legislative body, Brown Act

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation

Article 16, Section 18 Debt limit

CODE OF FEDERAL REGULATIONS, TITLE 17

240.10b-5 Prohibition against fraud or deceit

240.15c2-12 Municipal securities disclosure

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School

District (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

99 Ops.Cal.Atty.Gen. 18 (2016)

88 Ops.Cal.Atty.Gen. 46 (2005)

87 Ops.Cal.Atty.Gen. 157 (2004)

Management Resources: (see next page)

GENERAL OBLIGATION BONDS (continued)

Management Resources:

CSBA PUBLICATIONS

California's Challenge: Adequately Funding Education in the 21st Century, December 2015

Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012

Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016

Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015

Investment of Bond Proceeds, Best Practice, September 2014

Selecting and Managing Municipal Advisors, Best Practice, February 2014

Debt Management Policy, Best Practice, October 2012

Analyzing and Issuing Refunding Bonds, Best Practice, February 2011

WEB SITES

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

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>

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

California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Government Finance Officers Association: <http://www.gfoa.org>

**Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):
<http://www.emma.msrb.org>**

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CSBA Sample

Board Bylaw

Board Bylaws

BB 9012(a)

BOARD MEMBER ELECTRONIC COMMUNICATIONS

Note: The following **optional** Board bylaw should be modified to reflect district practice. The Brown Act (Government Code 54950-54963) requires that Governing Board members conduct district business at properly noticed and agendized public meetings. In general, Board members should keep in mind that, for purposes of the Brown Act, electronic communications are subject to the same conditions and the same rules of confidentiality that are applicable to other forms of communication, such as individual conversations, telephone calls, or paper copies of documents. However, the ease with which electronic communication can be shared and forwarded requires extra caution.

Furthermore, although Board members are not considered employees, there may be tax implications if the district provides Board members with laptop computers or subsidies for an Internet connection. In some circumstances, such provision or reimbursement may be considered a taxable benefit. Also see **BP 3350-Travel Expenses and BP/AR 3513.1 - Cellular Phone Reimbursement**.

The Governing Board recognizes that electronic communication **among Board members and between Board members, district administration, and members of the public** is an efficient and convenient way **for Board members** to communicate and expedite the exchange of information **within the district and with members of the public, and to help keep the community informed about the goals, programs, and achievements of the district and its schools**. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting **nor to circumvent the public's right to access records regarding district business**.

(cf. 1100 - Communication with the Public)

(cf. **6020-Parent Involvement**)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

Note: Government Code 54952.2 defines a "meeting" as any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board. **As amended by SB 1732 (Ch. 63, Statutes of 2008)**, Government Code 54952.2 **revises the definition of a prohibited prohibits a** serial meeting, **defined** as a series of communications involving a majority of the Board to discuss, deliberate, or take action on any item of district business outside of an authorized meeting. Thus, a series of emails, as well as other electronic communications such as postings on an online forum, that ultimately include a majority of the Board could lead to a Brown Act violation. While the safest course of action is to not send an email to another Board member that, if forwarded, could lead to a discussion about district business by a majority of the Board, given the prevalence of email, such a practice may not be practical. However, in order to help prevent an inadvertent violation, Board members may wish to consider including a "do not reply/forward alert" in the subject line of emails, as appropriate.

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Note: CSBA's Agenda Online is an electronic board meeting agenda service for use by districts and county offices of education which allows development of and access to Board meeting agendas, supporting documents, and minutes from any computer that has Internet access. Further information can be found on CSBA's web site.

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Note: The prohibitions in the Brown Act apply only to discussions regarding district business. Like other citizens, Board members are permitted to use email to discuss personal, nondistrict matters.

In addition, Board members may use electronic communications to discuss matters **other than that do not pertain to** district business ~~with each other~~, regardless of the number of **Board** members participating in the discussion.

Note: **The following optional paragraph may be revised to reflect district practice.** ~~In general, Board members have no individual authority.~~ Many districts have established bylaws or other protocols describing how the Board has agreed to handle questions, concerns, or complaints received from members of the community. For example, see BB 9200 - Limits of Board Member Authority **and** ~~The district's communications plan may designate the Board president or Superintendent as spokesperson to respond to media inquiries; see BP 1112 - Media Relations and BB 9121 - Board President.~~

~~The following optional paragraph concerning electronic communications from the community should be reviewed carefully and revised as necessary for consistency with any such protocols or bylaws.~~

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the **press media** shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 9005 - Governance Standards)
(cf. 9121 - **Board President**)
(cf. 9200 - Limits of Board Member Authority)
(cf. 9270 - **Conflict of Interest**)

In order to minimize the risk of improper disclosure, Board members shall avoid reference to confidential information and information acquired during closed session.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)

Note: The prohibitions in the Brown Act apply only to discussions regarding district business. Like other citizens, Board members are permitted to use email to discuss personal, nondistrict matters.

Board members may use electronic communications to discuss matters other than district business with each other, regardless of the number of members participating in the discussion.

Note: Electronic communications received and sent by Board members may raise issues under are subject to disclosure upon request pursuant to the California Public Records Act (CPRA) (Government Code 6250-6270). Depending on the content of the communication and whether the message it is "prepared, owned, used, or retained" by the district in its normal course of business, the message may be subject to disclosure. Other legal issues arise if a Board member is using a non-district-owned computer or personal email address. District legal counsel should be consulted as appropriate. Also see BP/AR 1340 - Access to District Records and BP/AR 3580 - District Records.

In City of San Jose v. Superior Court, the California Supreme Court held that a public official's communications about public business, even if sent or received on the official's personal account or device, are public records and are not categorically excluded from disclosure under the CPRA. The court observed that the CPRA requires public agencies to use "reasonable effort" to locate existing records in response to a public records request, but that such searches need not be extraordinary or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications.

In addition, although Board members are not considered employees, there may be tax implications if the district provides Board members with laptop computers or subsidies for an Internet connection. In some circumstances, such provision or reimbursement may be considered a taxable benefit. See BP 3350 - Travel Expenses and BP/AR 3513.1 - Cellular Phone Reimbursement.

Like other writings concerning district business, a Board member's electronic communications may be subject to disclosure under the California Public Records Act. To the extent possible, electronic communications regarding any district-related business

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35145 Public meetings

35145.5 Agenda; public participation; regulations

35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act

11135 State programs and activities, discrimination

54950-54963 The Ralph M. Brown Act, especially:

54952.2 Meeting, defined

54953 Meetings to be open and public; attendance

54954.2 Agenda posting requirements, board actions

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

The Brown Act: School Boards and Open Meeting Laws, rev. 2006 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. 2007

WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

<https://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx>

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

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

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Policy Reference UPDATE Service

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AGENDA ITEM 11.0

ACTION ITEM: Job Description—Chief Fiscal/Business Officer

BACKGROUND

The updated job description is brought forward for review and adoption.

ATTACHMENTS

➤ **Job Description—Chief Fiscal/Business Officer**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will adopt the job description.

NOTES

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

Gold Trail Union School District
POSITION DESCRIPTION

Chief Fiscal Business Officer

Responsible To: Superintendent	Series: Administration/Management	Division: District Administration
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Basic Function

Under minimal direction, accurately performs a variety of fiscal administrative tasks, including budget preparation, monitoring and reporting; and clearly communicate information to the Superintendent, Board, employees and public.

Essential Job Function

- Works as part of a team to provide leadership and support to the Superintendent to meet District goals and objectives.
- Prepares the annual operating budget in support of District goals and objectives.
- ~~Assists the Superintendent~~ **Is responsible for** the presentation and interpretation of the budget to the Board of Trustees **at the direction of the Superintendent.**
- Monitors budget and prepares regular updates, including but not limited to first and second interim budget reports.
- Provides the Superintendent and the Board of Trustees with budget reports as requested.
- Keeps the Superintendent informed on all fiscal aspects of the business and support services programs, including food services, maintenance/operations/facilities, and transportation departments.
- Determines all sources of income available for operation of the District including reviewing the fiscal status of categorical programs.
- Prepares and submit federal, state and local reports as required.
- ~~Works as a team member~~ **Is responsible to supervise and coordinate staff members to** complete and monitor accounts payable, accounts receivable, payroll, attendance accounting, and cafeteria accounting.
- Coordinates matters relating to auditing the fiscal aspects of programs of the District.
- Attends Board of Trustees meetings and provide the Board with information relative to school **business management.**
- Provides the Superintendent and Board with data related to collective bargaining.
- Monitors state school attendance accounting regulations, and prepare reports as necessary.
- Coordinates year-end close accounting activities and prepare year-end reports as required.
- **Provides recommendation to Superintendent to improve business operations. Coordinates and assists program managers and others** in developing forms, procedures and computer applications ~~for the purpose of~~ **to improving** business operations.
- Supports the Superintendent in monitoring risk management and insurance programs.
- Confers with program managers as necessary.
- Oversees District grants, preparing and filing required reports.
- Oversees categorical programs, preparing and filing required reports.

- Oversees construction projects, preparing and filing required reports.
- Attends workshops, conferences and classes to increase professional knowledge.
- Exhibits initiative and creativity.
- Assume other related duties, as required.

Qualifications

Working Knowledge Of

- Principals and practices of basic fiscal, statistical and administrative data collection and report preparation.
- Use of computer software including spreadsheet and data base integrated software applications.
- Modern business practices, equipment and techniques.
- Principals and methods of California school accounting.
- Principals and methods of budget preparation, control and auditing.

Ability To

- Plan and organize work to meet schedules and timelines.
- Design, implement and maintain accounting systems.
- Analyze financial records and reports.
- Interpret and comprehend federal, state, county and local legislation, rules and regulations as they pertain to school finance.
- Present financial information to diverse audiences in clearly understandable format.
- Perform responsible and difficult administrative work using independent judgment and personal initiative.
- Exercise good judgment, flexibility, initiative, creativity and sensitivity while recognizing scope of authority in response to changing situations and needs.
- Learn the procedures, functions and limitations of assigned position.
- Understand the organization and operation of the District Office necessary to assume assigned responsibilities.
- Research, compile, tabulate, analyze and interpret data and information, and prepare a variety of fiscal, statistical and administrative summaries and reports.
- Prepare well-defined recommendations or alternate courses of action for the Superintendent based on acquired and/or researched data.
- Analyze situations and make appropriate decisions without immediate supervision.
- Respond to request and inquiries from the general public.
- Maintain confidentiality of information.
- Sit for prolonged periods, work independently, understand and carry out oral and written instructions. Significant physical abilities include reaching/handling/fingering, talking/hearing conversations, near visual/acuity/visual accommodation.

Experience, Education and Training

A Bachelor's degree from an accredited college or university with a major in business or education is required; this requirement may be waived if the individual has demonstrated successful previous experience in the area of school finance and administration **or private sector business management.**

Licenses, Certifications, Bonding, and/or Testing Required

- Tb Test Clearance
- Criminal Justice Fingerprint Clearance

- If required to operate an automobile during the course of employment, must possess a valid Class 3 California Drivers License with Evidence of Vehicle Insurance and Registration

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: ~~October 11, 2007~~ **August 3, 2017**

AGENDA ITEM 12.0

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.

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

Board members will report on activities relevant to District business.

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM: Closed Session
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13. CLOSED SESSION OPEN HEARING

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

14. CLOSED SESSION

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

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

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

NOTES

The Brown Act and Education Code delineate the circumstances under which a legislative body of a local agency may meet in closed session and 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*

AGENDA ITEM 15.0

Reconvene Public Session and Closed Session Disclosure

If Vote Taken in Closed Session

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

AGENDA ITEM 16.0

Future Meetings

Date: September 14, 2017 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
 CAC Parent Representative (Annual)
 Class Size (District) Report (Annual)
 Field Trip Survey (Annual)
 Introduction of New Employees
 Resolution: Authorization to Teach
 Resolution: Gann Appropriations Limit Calculation (Annual)
 Resolution: Sufficient Textbook and Instructional Materials (Annual)
 Unaudited Actuals (J-200) Report (Annual)

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

AGENDA ITEM:

Adjournment

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