

Gold Trail Union School District



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BOARD OF TRUSTEES **Regular and Closed Session Meeting** **Thursday, August 9, 2018** **Gold Trail School** **Agenda**

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

6:00 P.M.

OPENING BUSINESS

1. CALL TO ORDER

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

2. PUBLIC SESSION

.1 Flag Salute

3. ACTION ITEM: Adoption of Agenda

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

4. OPEN HEARING

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

An Equal Opportunity Employer

REPORTS

5. REPORT: Odyssey of the Mind World Team Presentation

District team members will report on their trip to the Odyssey of the Mind World Competition at Iowa State University.

6. REPORT: Gold Trail Federation of Educators

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

7. REPORT: Food Services

L. Spies, Food Services Supervisor, will present District Food Services information to the Board. (*Board Policy 3550*)

8. REPORT: Website Review

S. Lyons, Superintendent, will report on the newly revised district ADA compliant website.

9. REPORT: 2018-19 Certificated Staffing

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

10. REPORT: Spring 2018 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 2018 Smarter Balance Summative Assessment. (*Board Policy 6162.51*)

11. 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*)

12. REPORT: Budget Revise

A Harte, Chief Business Officer, will present to the Board current information regarding the 45 day budget revise. (*Board Policy 3100*)

CONSENT

13. CONSENT ITEM

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

.1 Meeting Minutes (*Board Bylaw 9324*)

Regular Meeting of June 14, 2018

Regular Meeting of June 21, 2018

The Board will take action to approve the Minutes.

.2 Warrants (*Board Policy 3314*)

The Board will take action to approve the expenditures.

.3 Personnel

Hiring

J. Hoyt, Teacher Associate, 6.0 hours per day, effective 2018-19 school year

Leave of Absence

C Fanning, Teacher Associate, 5.0 hours per day, effective 2018-19 school year

C Fanning, Playground Monitor, 1.0 hours per day, effective 2018-19 school year

N. Tilford, Playground Monitor, 1.75 hours per day, 4 days per week, effective 2018-19 school year

Resignation

D. Edney, Instructor: Enrichment—Spelling Bee, effective 2018-19 school year

J. Hoyt, Teacher Associate, Deaf and Hard of Hearing, 6.0 hours per day, effective 2018-19 school year

The Board will take action to approve the personnel activity.

.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 2018-19

The Board will approve the contract between Action Supportive Care Services and the Gold Trail Union School District for contingency medical services for the 2018-19 school year.

.8 Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2018-19

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 2018-19 school year.

.9 Resolution 2018-19: 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.

.10 Athletic Team Coach Certification

The Board will certify the report stating that requirements of the California Code of Regulations, Title 5, section 5593, have been met.

ACTION ITEMS

14. ACTION ITEM: 2018-19 School Calendar Review

The Board will take action to revise the 2018-19 school calendar to revise open house and graduation dates.

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

BP 0415, Equity (BP added)

BP 1020, Youth Services (BP deleted)

BP/AR 1330, Use of School Facilities (BP/AR revised)

BP 1400, Relations Between Other Governmental Agencies and the Schools (BP revised)

BP 2210, Administrative Discretion Regarding Board Policy (BP revised)

BP/AR 3312.2, Educational Travel Program Contracts (BP revised, AR deleted)

BP/AR 3320, Claims and Actions Against the District (BP/AR revised)

BP 3515.21, Unmanned Aircraft Systems (Drones) (BP added)

BP 4140/4240/4340, Bargaining Units (BP revised)

AR 4157.2/4257.2/4357.2, Ergonomics (AR revised)

BP/AR 4161.3, Professional Leaves (BP added, AR deleted)

BP/AR 4261.3, Professional Leaves (BP added, AR deleted)

BP/AR 5112.5, Open/Closed Campus (BP revised, AR deleted)

AR 5141.32, Health Screening for School Entry (AR revised)

BP/AR 6174, Education for English Learners (BP/AR revised)

BB 9310, Board Policies (BB revised)

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

DISCUSSION ITEMS

16. DISCUSSION ITEM: Administrative Reports

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

B. Holler will report on activities relevant to Gold Trail School site business.

A. Harte will be available to answer question relevant to financial business.

Board members will report on activities relevant to District business.

CLOSED SESSION

17. CLOSED SESSION OPEN HEARING

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

18. CLOSED SESSION

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

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

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

RECONVENE PUBLIC SESSION

19. 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.

20. FUTURE REGULAR MEETING SCHEDULE

Date: Thursday, September 13, 2018 Time: 6:00 p.m. Location: Gold Trail School Library

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

Bargaining Unit Proposal Sunshine (Annual)
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






PUBLIC INSPECTION

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

Gold Trail School
880 Cold Springs Road
Placerville, CA. 95667
Sutter's Mill School/District Office
4801 Luneman Road
Placerville, CA. 95667
And E-mailed to every district family

AGENDA ITEM Opening Business

1.0 CALL TO ORDER

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

2.0 PUBLIC SESSION**.1 Flag Salute****3.0 ACTION ITEM: Adoption of Agenda**

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

<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: Odyssey of the Mind World Team Presentation****BACKGROUND**

After winning at the twelve county Northern California regional Odyssey of the Mind finals, the Gold Trail fifth grade team had the opportunity to attend the 2018 World Odyssey of the Mind Competition at Iowa State University in Ames, Iowa. The team will present a report on this trip.

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM 6.0 REPORT: Gold Trail Federation of Educators

BACKGROUND

Debbi Matyac, president, will report on Federation activities.

ATTACHMENTS

➤ **None**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM 7.0 REPORT: 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 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 8.0 REPORT: Website Review

BACKGROUND

The Americans with Disabilities Act (ADA), part of the Rehabilitation Act of 1973, requires any organization that receives federal funds to provide website accessibility to people with disabilities. Thus, district must consider the needs of individuals with disabilities and identify features that would enable such persons to access all the information on district and school web sites. (*Board Policy 1113*) The district has recently overhauled its website to ensure that the content that we create is compliant by following the guidelines set forth in Section 508 of the Rehabilitation Act as well as the Web Content Accessibility Guidelines (WCAG) 2.0 developed by the World Wide Web Consortium (W3C).

ATTACHMENTS

➤ **None.**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM 9.0 REPORT: 2018-19 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

➤ **2018-19 Certificated Staffing**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

**Gold Trail Union School District
2018-19 Estimated Staffing
Classroom Teachers**

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

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

AGENDA ITEM 10.0**REPORT: Spring 2018 California Assessment of Student Performance and Progress (CAASPP) Test Results****BACKGROUND**

In the spring of the 2017-18 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 2018 Smarter Balance Summative Assessments.

ATTACHMENTS

➤ None

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM 11.0**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

- **2017-18 California Healthy Kids Survey Grade 5**
- **2017-18 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 Elementary 2017-2018 Main Report

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

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California Department of Education
Coordinated School Health and Safety Office
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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 2017–2018 *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 Survey* (CalSCHLS) System, the largest, most comprehensive state 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 CalSCHLS 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, parent involvement, and addressing the needs of vulnerable groups.

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 CalSCHLS Technical Assistance Center offers a Data Workshop to help identify local needs and develop action plans to meet those needs (see below).

THE SURVEY

The California Department of Education (CDE) has funded the CHKS since 1997 to provide data to 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 these student behaviors, attitudes, experiences, and supports is essential for guiding school improvement and academic, prevention, and health 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, connectedness, and learning engagement;
- Perceived school 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;
- Supports for social-emotional learning and positive behavior; and
- Health-related and behavioral learning barriers (e.g., substance use, violence at school, physical health, mental health).

What's New? For 2017-18, the only changes to the survey are the following improvements:

- A new question on the frequency of school attendance;
- An expansion of the scale asking about opportunities for meaningful participation in the school;
- An expansion of the existing marijuana use question to refer to eating or drinking it as well as smoking; and
- A new question on attitudes toward e-cigarette use.

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 competencies 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. Student 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 Appendix lists all the elementary schools in the district that were eligible to participate in the survey and the percentage of students enrolled in each of them that completed the survey.

THE REPORT

The survey results are reported in tables, organized by topic, that 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

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 website contains numerous guidebooks and other tools for using and understanding survey results.

- *CHKS Guidebook to Data Use and Dissemination* provides step-by-step instructions on how to interpret survey results and effectively disseminate them (download chks.wested.org/resources/chks_guidebook_3_datause.pdf).
- CHKS factsheets (chks.wested.org/using-results/factsheets) analyze key topics at the state level, show how data variables are related, and offer suggestions for how data can be analyzed at the local level.
- *Making Sense of School Climate* provides a discussion of all the CalSCHLS 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).
- The *School Climate Connection Newsletter* provides monthly announcements of resources, tools, webinars and workshops, and research. Sign up on the CHKS or CaliforniaS3 websites.
- 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 CalSCHLS data and *What Works Briefs* that provide guidance on strategies to implement.

NEXT STEPS

Receiving this report is just a beginning step in a data-driven decision-making process of continuous quality improvement. The following describes some followup steps you should take and some custom services (additional fees apply) available from the CalSCHLS 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.

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

First and foremost, engage students, staff, parents, and community stakeholders 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 schools and gives them an opportunity for meaningful participation. This helps enhance pupil engagement and parent involvement, two LCAP priorities. Their input, in turn, will help in identifying school needs and developing an effective response. 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.

Compare Results with Other Data

The value of your CHKS results will be greatly enhanced if examined in the content of the following sources of related data.

- **Staff and Parent Surveys.** The results of this student survey should be compared to those obtained from the CalSCHLS surveys of school staff and parents. It is important to determine how consistent are student, staff, and parent perceptions and experiences. If you did not administer these companion surveys, consider doing so next time.
- **Elementary School Results.** The elementary results should also be compared to the middle and high school results 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 for elementary students that might mitigate future problems when they transition into middle school. Vice versa, making middle schools aware of the results from elementary schools may help them better prepare for future challenges they may face.
- **Other Data.** CHKS results will also be enriched if analyzed in the context of other data typically collected by schools that relate to the variables assessed. For example, are the data self-reported by students consistent with what you know from discipline referrals, school vandalism costs, and behavioral observations in classrooms.

Data Workshop

To assist in your review of the survey results, you can request the CalSCHLS TA Center to conduct a structured, customized Data Workshop. In this workshop, a survey specialist works with district stakeholders to promote better understanding of the results and to identify local needs that need to be addressed. The workshops can also include engaging stakeholders in developing a detailed Action Plan and timetable for meeting those needs using evidence-based strategies.

For more information, contact your CalSCHLS TA Center (call 888.841.7536) or email schoolclimate@wested.org.

Request Additional Reports and Data

As you review your data with stakeholders, you may find that additional data needs emerge. The following custom services (additional fees apply) are available through the CalSCHLS TA Center to help delve more deeply into your survey results and foster more effective use of the results in support of school and program improvement efforts and the LCAP process.

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).

Disaggregated Report

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.

Analyze 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 students and across schools within a district. You can also request an analysis from the CalSCHLS TA Center as a custom service.

Add Questions to Your Next Surveys

Determine what additional information is needed to guide school improvement efforts and add questions to your next CHKS, staff, or parent survey. All three surveys are designed so that schools can add additional questions to help them conduct a more individualized and comprehensive assessment.

Exhibit 1***Major School-related Domains and Constructs Assessed by CalSCHLS in Elementary Schools***

	Student Core	Student Social Emotional Health	Staff Survey	Parent Survey
Student Well-Being				
Academic mindset		✓		
Academic motivation	✓		✓	✓
Academic performance	✓			
Alcohol, tobacco, and drug use	✓		✓	✓
Attendance	✓		✓	
Collaboration		✓		
Empathy		✓		
Gratitude		✓		
Optimism		✓		
Perceived safety	✓		✓	✓
Persistence		✓		
Problem solving		✓		
School connectedness	✓			
Self-efficacy		✓		
Social-emotional competencies and health		✓	✓	
Violence and victimization (bullying)	✓		✓	✓
Zest		✓		
School Climate				
Academic rigor and norms			✓	✓
High expectations	✓		✓	✓
Meaningful participation and decision-making	✓		✓	✓
Parent involvement	✓		✓	✓
Quality of physical environment			✓	✓
Relationships among staff			✓	
Relationships among students		✓	✓	✓
Relationships between students and staff	✓		✓	✓
Respect for diversity and cultural sensitivity			✓	✓
Teacher and other supports for learning	✓		✓	✓
School Climate Improvement Practices				
Bullying prevention	✓		✓	✓
Conflict resolution	✓		✓	
Discipline and order (policies, enforcement)	✓		✓	✓
Services and policies to address student needs			✓	
Social-emotional/behavioral supports	✓		✓	✓
Staff supports			✓	

ACKNOWLEDGMENTS

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

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Survey Module Administration

Table 1

CHKS Survey Modules Administered

Survey Module	Administered
A. Core (Required)	X
B. 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		88
Final number		33
Response Rate		38%

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 [†]	37	A4.4
Academic motivation [†]	62	A4.4
Caring adult relationships [†]	22	A4.3
High expectations [†]	30	A4.3
Meaningful participation [†]	15	A4.3
School Safety		
Feel safe at school [‡]	71	A7.1
Been hit or pushed	39	A7.2
Mean rumors spread about you	45	A7.2
Been called bad names or mean jokes made about you	69	A7.2
Saw a weapon at school [§]	50	A7.4
Disciplinary Environment		
Students well-behaved [‡]	32	A6.2
Students treated fairly when break school rules [‡]	55	A6.1
Students treated with respect [‡]	94	A6.1
Lifetime Substance Use		
Alcohol or drug use	28	A9.1
Cigarette smoking	0	A10.1
E-cigarette	3	A10.1

Notes: Cells are empty if there are less than 10 respondents. See notes to Tables 4.3 and 4.4 for descriptions of how high levels of School Engagement and Supports are defined.

[†]Average percent of respondents reporting “Yes, all of the time.”

[‡]Combines “Most of the time” and “All of the time.”

[§]Past 12 months.

3. Demographics

Table A3.1

Gender of Sample

	Grade 5 %
Female	61
Male	39

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 After School Program

	Grade 5 %
0 days	88
1 day	0
2 days	3
3 days	0
4 days	0
5 days	9

Question ES A.6: How many days a week do you usually go to your school's after school 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	56
Better than most students	19
About the same as others	25
Don't do as well as most others	0

Question ES A.21: How well do you do in your schoolwork?

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

Table A4.2

Truancy, Past 30 Days

	Grade 5 %
I did not miss any days of school	53
1 day	19
2 days	19
3 or more days	9

Question ES A.4: In the past 30 days, how often did you miss an entire day of school for any reason?

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

Table A4.3***School Environment Scales***

	Grade 5 %	Table
Total school supports		
<i>Average Reporting “Yes, all of the time”</i>	22	
High	22	
Moderate	75	
Low	3	
Caring adults in school		
<i>Average Reporting “Yes, all of the time”</i>	22	A4.5
High	28	
Moderate	69	
Low	3	
High expectations-adults in school		
<i>Average Reporting “Yes, all of the time”</i>	30	A4.6
High	34	
Moderate	63	
Low	3	
Meaningful participation at school		
<i>Average Reporting “Yes, all of the time”</i>	15	A4.7
High	3	
Moderate	78	
Low	19	

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.

Respondents were categorized as being High, Moderate, and Low based on the averages of the questions that comprise each scale. The response options for the survey questions that make up each scale range from “No, never” (1), “Yes, some of the time” (2), “Yes, most of the time” (3) and “Yes, all of the time” (4). Students were classified as “High” if their average question response was greater than 3; “Moderate” if their average question response was greater than or equal to 2 and less than or equal to 3; and “Low” if their average question response was less than 2.

Table A4.4***School Connectedness and Academic Motivation Scales***

	Grade 5 %	Table
School Connectedness		
<i>Average Reporting “Yes, all of the time”</i>	37	A4.8
High	59	
Moderate	38	
Low	3	
Academic Motivation		
<i>Average Reporting “Yes, all of the time”</i>	62	A4.9
High	63	
Moderate	16	
Low	22	

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.

Respondents were categorized as being High, Moderate, and Low based on the averages of the questions that comprise each scale. The response options for the survey questions that make up each scale range from “No, never” (1), “Yes, some of the time” (2), “Yes, most of the time” (3) and “Yes, all of the time” (4). The following thresholds were used to classify question averages into “High,” “Moderate,” and “Low” categories:

School Connectedness (High: >3 ; Moderate: ≥ 2 and ≤ 3 ; Low: < 2).

Academic Motivation (High: > 3.5 ; Moderate: ≥ 3 and ≤ 3.5 ; Low: < 3).

Table A4.5***Caring Relationships Scale Questions***

	Grade 5 %
Caring adults in school	
<i>Average Reporting “Yes, all of the time”</i>	22
<i>Do the teachers and other grown-ups at school... care about you?</i>	
No, never	0
Yes, some of the time	16
Yes, most of the time	53
Yes, all of the time	31
<i>listen when you have something to say?</i>	
No, never	6
Yes, some of the time	41
Yes, most of the time	41
Yes, all of the time	13

Question ES A.14, 22: 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 A4.6
High Expectations Scale Questions

	Grade 5 %
High expectations-adults in school	
<i>Average Reporting “Yes, all of the time”</i>	30
<i>Do the teachers and other grown-ups at school... tell you when you do a good job?</i>	
No, never	3
Yes, some of the time	28
Yes, most of the time	47
Yes, all of the time	22
<i>believe that you can do a good job?</i>	
No, never	0
Yes, some of the time	19
Yes, most of the time	44
Yes, all of the time	38

Question ES A.15, 23: 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 A4.7
Meaningful Participation Scale Questions

	Grade 5 %
Opportunities for Meaningful Participation	
<i>Average Reporting “Yes, all of the time”</i>	15
Are you given a chance to help decide school activities or rules?	
No, never	41
Yes, some of the time	44
Yes, most of the time	9
Yes, all of the time	6
Are you given a chance to help decide class activities or rules?	
No, never	38
Yes, some of the time	41
Yes, most of the time	19
Yes, all of the time	3
Do you do things to be helpful at school?	
No, never	0
Yes, some of the time	22
Yes, most of the time	44
Yes, all of the time	34

Question ES A.13, 19, 24: Are you given a chance to help decide school activities or rules?... Are you given a chance to help decide class activities or rules?... Do you do things to be helpful at school?

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

Table A4.8
School Connectedness Scale Questions

	Grade 5 %
School Connectedness	
<i>Average Reporting “Yes, all of the time”</i>	37
Do you feel close to people at school?	
No, never	6
Yes, some of the time	39
Yes, most of the time	18
Yes, all of the time	36
Are you happy to be at this school?	
No, never	0
Yes, some of the time	15
Yes, most of the time	42
Yes, all of the time	42
Do you feel like you are part of this school?	
No, never	3
Yes, some of the time	27
Yes, most of the time	33
Yes, all of the time	36
Do teachers treat students fairly at school?	
No, never	0
Yes, some of the time	13
Yes, most of the time	50
Yes, all of the time	38
Do you feel safe at school?	
No, never	6
Yes, some of the time	23
Yes, most of the time	39
Yes, all of the time	32

Question ES A.7-9, 12, 56: 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 A4.9***Academic Motivation Scale Questions***

	Grade 5 %
Academic Motivation	
<i>Average Reporting “Yes, all of the time”</i>	62
Do you finish all your class assignments?	
No, never	0
Yes, some of the time	3
Yes, most of the time	31
Yes, all of the time	66
When you get a bad grade, do you try even harder the next time?	
No, never	0
Yes, some of the time	6
Yes, most of the time	19
Yes, all of the time	75
Do you keep working and working on your schoolwork until you get it right?	
No, never	3
Yes, some of the time	13
Yes, most of the time	41
Yes, all of the time	44
Do you keep doing your classwork even when it’s really hard for you?	
No, never	0
Yes, some of the time	25
Yes, most of the time	13
Yes, all of the time	63

Question ES A.39-42: 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 keep doing your classwork even when it’s really hard for you?

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

Table A4.10
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	10
Yes, some of the time	48
Yes, most of the time	23
Yes, all of the time	19
want you to do your best?	
No, never	0
Yes, some of the time	6
Yes, most of the time	16
Yes, all of the time	78

Question ES A.25, 26: 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 A4.11
School Pride

	Grade 5 %
Do you feel proud to belong to your school?	
No, never	3
Yes, some of the time	28
Yes, most of the time	25
Yes, all of the time	44

Question ES A.10: 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	7
Yes, some of the time	57
Yes, most of the time	33
Yes, all of the time	3
Do the teachers and other grown-ups at school ask you about your ideas?	
No, never	25
Yes, some of the time	38
Yes, most of the time	34
Yes, all of the time	3
Do the teachers and other grown-ups give you a chance to solve school problems?	
No, never	47
Yes, some of the time	22
Yes, most of the time	25
Yes, all of the time	6
Do you get to do interesting activities at school?	
No, never	0
Yes, some of the time	41
Yes, most of the time	44
Yes, all of the time	16

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

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

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

	Grade 5 %
Do your teachers ask you what you want to learn about?	
No, never	50
Yes, some of the time	41
Yes, most of the time	9
Yes, all of the time	0

Question ES A.20: 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 %
<i>Does your school...</i>	
help students resolve conflicts with one another?	
No, never	16
Yes, some of the time	25
Yes, most of the time	44
Yes, all of the time	16
teach students to understand how other students think and feel?	
No, never	6
Yes, some of the time	26
Yes, most of the time	35
Yes, all of the time	32
teach students to feel responsible for how they act?	
No, never	6
Yes, some of the time	29
Yes, most of the time	42
Yes, all of the time	23
teach students to care about each other and treat each other with respect?	
No, never	3
Yes, some of the time	19
Yes, most of the time	45
Yes, all of the time	32

Question ES A.32-35: Does your school help students resolve 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	3
Yes, some of the time	22
Yes, most of the time	47
Yes, all of the time	28
Are the school rules fair?	
No, never	9
Yes, some of the time	41
Yes, most of the time	31
Yes, all of the time	19
Are students treated fairly when they break school rules?	
No, never	6
Yes, some of the time	39
Yes, most of the time	45
Yes, all of the time	10
Do teachers and other grown-ups at school treat students with respect?	
No, never	0
Yes, some of the time	6
Yes, most of the time	55
Yes, all of the time	39

Question ES A.27-29, 31: 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	3
Yes, some of the time	0
Yes, most of the time	25
Yes, all of the time	72
Do you follow the playground rules at recess and lunch times?	
No, never	3
Yes, some of the time	0
Yes, most of the time	31
Yes, all of the time	66
Do you listen when your teacher is talking?	
No, never	0
Yes, some of the time	9
Yes, most of the time	31
Yes, all of the time	59
Are students at this school well behaved?	
No, never	3
Yes, some of the time	65
Yes, most of the time	32
Yes, all of the time	0
Are you nice to other students?	
No, never	0
Yes, some of the time	0
Yes, most of the time	56
Yes, all of the time	44

Question ES A.30, 43-46: 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?

Notes: 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	6
Yes, some of the time	23
Yes, most of the time	39
Yes, all of the time	32
Do you feel safe on your way to and from school?	
No, never	3
Yes, some of the time	9
Yes, most of the time	28
Yes, all of the time	59

Question ES A.56, 57: 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	61
Yes, some of the time	32
Yes, most of the time	6
Yes, all of the time	0
Mean rumors spread about you	
No, never	55
Yes, some of the time	32
Yes, most of the time	13
Yes, all of the time	0
Been called bad names or mean jokes made about you	
No, never	31
Yes, some of the time	53
Yes, most of the time	9
Yes, all of the time	6

Question ES A.50, 51, 53: 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?

Notes: 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	88
1 time	6
2 times	6
3 or more times	0
Have said mean things about other students or called them bad names	
0 times	56
1 time	28
2 times	13
3 or more times	3
Have spread mean rumors about other kids	
0 times	91
1 time	9
2 times	0
3 or more times	0

Question ES A.47-49: 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?

Notes: 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 a gun or knife to school	
No	100
Yes	0
Saw another kid with a gun or knife at school	
No	50
Yes	50

Question ES A.52, 54: 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?

Notes: 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	3
Yes, some of the time	10
Yes, most of the time	19
Yes, all of the time	68
If you tell a teacher that you've been bullied, the teacher will do something to help.	
No, never	6
Yes, some of the time	41
Yes, most of the time	34
Yes, all of the time	19
Students at your school try to stop bullying when they see it happening.	
No, never	22
Yes, some of the time	50
Yes, most of the time	19
Yes, all of the time	9

Question ES A.36-38: 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?

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

Table A7.6
Frequency of Being Home Alone

	Grade 5 %
No, never	35
Yes, some of the time	58
Yes, most of the time	6
Yes, all of the time	0

Question ES A.55: 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

	Grade 5 %
<i>Does a parent or some other grown-up at home... believe that you can do a good job?</i>	
No, never	0
Yes, some of the time	3
Yes, most of the time	16
Yes, all of the time	81
<i>want you to do your best?</i>	
No, never	0
Yes, some of the time	3
Yes, most of the time	10
Yes, all of the time	87

Question ES A.69, 70: 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***

	Grade 5 %
<i>Does a parent or some other grown-up at home...</i>	
<i>care about your schoolwork?</i>	
No, never	0
Yes, some of the time	3
Yes, most of the time	19
Yes, all of the time	77
<i>ask if you did your homework?</i>	
No, never	0
Yes, some of the time	13
Yes, most of the time	23
Yes, all of the time	65
<i>check your homework.</i>	
No, never	10
Yes, some of the time	35
Yes, most of the time	23
Yes, all of the time	32
<i>ask you about school?</i>	
No, never	3
Yes, some of the time	13
Yes, most of the time	17
Yes, all of the time	67
<i>ask you about your grades?</i>	
No, never	6
Yes, some of the time	10
Yes, most of the time	29
Yes, all of the time	55

Question ES A.68, 71-74: 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	28
Alcohol, a full glass	0
Inhalants (to get high)	0
Marijuana	0
<i>None of the above</i>	72
<i>Any of the above</i>	28

Question ES A.61-63: Have you ever drunk beer, wine, or other alcohol?... Have you ever sniffed something through your nose to get “high?”... Have you ever used any marijuana (smoke, eat, or drink)?

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	16
Yes, a little bad	53
Yes, very bad	31
Marijuana	
No, not bad	0
Yes, a little bad	6
Yes, very bad	52
I don’t know what marijuana is	42

Question ES A.66, 67: Do you think drinking alcohol (beer, wine, liquor) is bad for a person’s health?... Do you think using marijuana (smoke, eat, or drink) 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	3

Question ES A.59, 60: Have you ever smoked a cigarette?... Have you ever used an electronic cigarette, e-cigarette, hookah pen, or other vaping device?

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

Table A10.2

Perception of Health Risk of Cigarette and Electronic Cigarette Use

	Grade 5 %
Do you think smoking cigarettes is bad for a person's health?	
No, not bad	0
Yes, a little bad	0
Yes, very bad	100
Do you think using an electronic cigarette, e-cigarette, hookah pen, or other vaping device is bad for a person's health?	
No, not bad	3
Yes, a little bad	13
Yes, very bad	84

Question ES A.64, 65: Do you think smoking cigarettes is bad for a person's health?... Do you think using an electronic cigarette, e-cigarette, hookah pen, or other vaping device 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	19
Yes	81

Question ES A.5: 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	56
Yes	44

Question ES A.58: 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

	Grade 5	
	Female	Male
	%	%
<i>School Environment</i>		
Total school supports [†]	25	17
Caring adults in school [†]	30	8
High expectations-adults in school [†]	33	25
Meaningful participation at school [†]	13	17
<i>School Connectedness</i> [†]	41	30
<i>Academic Motivation</i> [†]	66	54

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

[†]Average percent of respondents reporting “Yes, all of the time.”

Table A12.2

Student Positive Behavior by Gender

	Grade 5	
	Female	Male
	%	%
Follow classroom rules ^A	95	100
Listen when teacher is talking ^A	95	83
Nice to other students ^A	100	100

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^B</i>		
Been hit or pushed	37	42
Mean rumors spread about you	42	50
Been called bad names/mean jokes made about you	70	67
Feels safe at school most/all of the time	74	67

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

^BCombines “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	15	50
Alcohol, a full glass	0	0
Inhalants (to get high)	0	0
Marijuana	0	0
Any of the above	15	50
Perceived Health Risk^C		
Alcohol	90	75
Marijuana ^D	100	

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

^CCombines “A little bad” and “Very bad.”

^DStudents 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	8
Perceived health risk of cigarette smoking ^C	100	100
Perceived health risk of electronic cigarette use ^C	100	92

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

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

Appendix

2017-18 CHKS Elementary Survey Response Rates

Eligible Schools	5th %
Gold Trail	38
Sutters Mill	

Notes: Response rates are presented by grade level. Eligible schools listed are based on CBEDS 2017-18 public school and 2016-17 enrollment data files. Directly funded charter schools have been excluded from the list.

CALIFORNIA HEALTHY KIDS SURVEY



Gold Trail Union Elementary Secondary 2017-2018 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 2017-18 *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* (CalSCHLS) System, the largest, most comprehensive state 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 CalSCHLS.

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, parent involvement, and addressing the needs of vulnerable groups.

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 CalSCHLS Technical Assistance Center offers a Data Workshop 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 to 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 these student behaviors, attitudes, experiences, and supports is essential for guiding school improvement and academic, prevention, and health 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, attendance rate and 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.

The Core Module also includes a wide range of demographic questions to help districts identify and address the needs of significant and vulnerable student subgroups, including those required to be included in the LCAP efforts. These include race/ethnicity, gender, and socioeconomic status; homeless, migrant, and foster status; and English language proficiency.

What's New? For 2017-18, the following improvements are made to the Core Module:

- Added questions assessing frequency of school absences; lifetime frequency of heroin use, and vaping, eating, or drinking marijuana; perceived harm and availability of e-cigarettes; being an immigrant as a reason for being harassed or bullied;
- Modified sexual orientation question to better assess gender identity; and
- Expanded Opportunities for Meaningful Participation scale questions for better reliability.

Supplemental 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). These questions are also included in the staff survey, so you can compare staff and student perceptions on the same constructs.

Supplemental 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 competencies linked to student mental health and well-being, academic success, and college and career readiness. It includes 56 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. Student 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).
- Appendix I lists all the secondary schools in the district that were eligible to participate in the survey and the percentage of students enrolled in each of them that completed the survey (included in the district report).
- Appendix II provides detailed information about the survey content areas (included in the district report).

THE REPORT

The survey results are reported in tables, organized by topic, that 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

Summary tables provide key findings (e.g., safety, harassment, developmental supports, school connectedness) disaggregated by race/ethnic categories and gender (see Sections 9 and 10). Schools can request supplementary reports disaggregating all their CHKS results by the race/ethnicity or gender of students or by other demographic categories (see Next Steps below).

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 website contains numerous guidebooks and other resources for using and understanding survey results.

- *CHKS Guidebook to Data Use and Dissemination* provides step-by-step instructions on how to interpret survey results and effectively disseminate them (download chks.wested.org/resources/chks_guidebook_3_datause.pdf).
- CHKS factsheets (chks.wested.org/using-results/factsheets) analyze key topics at the state level, show how data variables are related, and offer suggestions for how data can be analyzed at the local level.
- *Making Sense of School Climate* provides a discussion of all the CalSCHLS 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).
- The *School Climate Connection Newsletter* provides monthly announcements of resources, tools, webinars and workshops, and research. Sign up on the CHKS or CaliforniaS3 websites.
- 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 CalSCHLS data and *What Works Briefs* that provide guidance on strategies to implement.

NEXT STEPS

Receiving this report is just a beginning step in a data-driven decision-making process of continuous improvement. The following describes some followup steps you should take and some custom services (additional fees apply) available from the CalSCHLS 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.

Engage Students, Staff, and Parents in Reviewing the Results and Action Planning

First and foremost, engage students, staff, parents, and community stakeholders 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 schools and gives them an opportunity for meaningful participation. This helps enhance pupil engagement and parent involvement, two LCAP priorities. Their input, in turn, will help in identifying school needs and developing an effective response. 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.

As part of this process, it is highly recommended that you conduct a structured *Listening to Students Workshop* in which you explore with students, as adults observe, the meaning of survey results and obtain their input on how to address the needs identified by the survey and school improvement in general. These workshops were found to be a highly effective in fostering school climate improvements as part of CDE's Safe and Supportive School Projects (see [CaliforniaS3.wested.org](https://www.californiaS3.wested.org)). For more information, email schoolclimate@wested.org.

Compare Results with Other Data

The value of your CHKS results will be greatly enhanced if examined in the content of the following sources of related data.

- **Staff and Parent Surveys.** The results of this student survey should be compared to those obtained from the CalSCHLS surveys of school staff and parents. It is important to determine how consistent are student, staff, and parent perceptions and experiences. If you did not administer these companion surveys, consider doing so next time.
- **Elementary CHKS Results.** Examine how the results from 7th, 9th, and 11th graders compare with those from 5th graders on common indicators to see the developmental trajectory in the results and explore what programs at the elementary level might help mitigate problems that are evident among older students.
- **Other Data.** Examine how the results compare with 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.

Data Workshop

To assist in your review of the survey results, you can request the CalSCHLS TA Center to conduct a structured, customized Data Workshop. In this workshop, a survey specialist works with district stakeholders to promote better understanding of the results and to identify local needs that need to be addressed. The workshops can also include engaging stakeholders in developing a detailed Action Plan and timetable for meeting those needs using evidence-based strategies.

For more information, contact your CalSCHLS TA Center (call 888.841.7536) or email schoolclimate@wested.org.

Request Additional Reports and Data

As you review your data with stakeholders, you may find that additional data needs emerge. The following custom services (additional fees apply) are available through the CalSCHLS TA Center to help delve more deeply into your survey results and foster more effective use of the results in support of school and program improvement efforts and the LCAP process.

School Reports and School Climate Report Cards

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; and

- 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).

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.

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, vulnerable subgroups. This helps in understanding the meaning of the results and developing interventions that target groups most in need.

Analyze 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 students and across schools within a district. You can also request an analysis from the CalSCHLS TA Center 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, staff, or parent surveys. All three surveys are designed so that schools can add additional questions to help them conduct a more individualized and comprehensive assessment.

Exhibit 1***Major School-related Domains and Constructs Assessed by CalSCHLS in Secondary Schools***

	Student Core	Student School Climate	Student Social Emotional Health	Staff Survey	Parent Survey
Student Well-Being					
Academic mindset			✓		
Academic motivation	✓	✓		✓	✓
Academic performance (grades)	✓				
Alcohol, tobacco, and drug use	✓			✓	✓
Attendance (absences, truancy, reasons absent)	✓			✓	
Behavioral self-control			✓		
Collaboration			✓		
Emotional self-regulation			✓		
Empathy			✓		
Gratitude			✓		
Optimism			✓		
Perceived safety	✓			✓	✓
Persistence			✓		
Problem Solving			✓		
School connectedness	✓				
Self-awareness			✓		
Self-efficacy			✓		
Social-emotional competencies and health			✓	✓	
Social emotional distress			✓		
Violence and victimization (bullying)	✓			✓	✓
Zest			✓		
School Climate					
Academic rigor and norms				✓	✓
College and career supports		✓		✓	✓
Family support			✓		
High expectations	✓			✓	✓
Meaningful participation and decision-making	✓			✓	✓
Parent involvement	✓			✓	✓
Quality of physical environment	✓	✓		✓	✓
Relationships among staff				✓	
Relationships among students		✓	✓	✓	✓
Relationships between students and staff	✓			✓	✓
Respect for diversity and cultural sensitivity		✓		✓	✓
Teacher and other supports for learning		✓		✓	✓
School Climate Improvement Practices					
Bullying prevention		✓		✓	✓
Discipline and order (policies, enforcement)		✓		✓	✓
Services and policies to address student needs				✓	
Social-emotional/behavioral supports		✓		✓	✓
Staff supports				✓	

ACKNOWLEDGMENTS

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

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Survey Module Administration

Table 1

CHKS Survey Modules Administered

Survey Module	Administered
A. Core (Required)	X
B. 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 for Core Module

	Grade 6	Grade 7	Grade 8
<i>Student Sample Size</i>			
Target sample	93	86	84
Final number	69	70	72
Response Rate	74%	81%	86%

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 [†]	44	43	32	A4.6
Academic motivation [†]	51	37	30	A4.6
Chronic truancy (twice a month or more often) [§]	3	1	0	A4.2
Caring adult relationships [‡]	45	44	46	A4.5
High expectations [‡]	61	46	58	A4.5
Meaningful participation [‡]	19	17	18	A4.5
Facilities upkeep	32	29	17	A4.13
School Safety and Substance Use				
School perceived as very safe or safe	92	77	75	A5.1
Experienced any harassment or bullying [§]	29	42	40	A5.2
Had mean rumors or lies spread about you [§]	44	55	49	A5.3
Been afraid of being beaten up [§]	19	29	17	A5.4
Been in a physical fight [§]	16	22	21	A5.4
Seen a weapon on campus [§]	6	10	11	A5.6
Been drunk or “high” on drugs at school, ever	0	1	3	A6.9
Mental and Physical Health				
Current alcohol or drug use [¶]	0	6	8	A6.5
Current binge drinking [¶]	0	4	1	A6.5
Very drunk or “high” 7 or more times	0	1	0	A6.7
Current cigarette smoking [¶]	0	1	3	A7.3
Current electronic cigarette use [¶]	0	6	3	A7.3
Experienced chronic sadness/hopelessness [§]	17	25	37	A8.4

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

[†]*Average percent of respondents reporting “Strongly agree.”*

[‡]*Average percent of respondents reporting “Very much true.”*

[§]*Past 12 months.*

[¶]*Past 30 days.*

3. Demographics

Table A3.1

Gender of Sample

	Grade 6 %	Grade 7 %	Grade 8 %
Male	52	50	49
Female	48	50	51

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

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

Table A3.2

Hispanic or Latino

	Grade 6 %	Grade 7 %	Grade 8 %
No	84	90	89
Yes	16	10	11

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

Note: 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	1
Asian	0	1	0
Black or African American	0	0	3
Native Hawaiian or Pacific Islander	1	3	3
White	59	77	76
Mixed (two or more) races	35	16	17

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

Note: 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 parent or guardian	96	94	92
Other relative's home	1	0	3
A home with more than one family	1	1	3
Friend's home	0	0	0
Foster home, group care, or waiting placement	0	0	0
Hotel or motel	0	0	0
Shelter, car, campground, or other transitional or temporary housing	0	0	1
Other living arrangement	1	4	1

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

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

Table A3.5
Highest Education of Parents

	Grade 6 %	Grade 7 %	Grade 8 %
Did not finish high school	1	3	1
Graduated from high school	4	10	11
Attended college but did not complete four-year degree	10	13	15
Graduated from college	67	61	63
Don't know	17	13	10

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.)

Note: 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	58	59	67
Yes	25	14	24
Don't know	16	27	10

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	83	79	85
Yes	4	1	1
Don't know	13	20	14

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	88	96	96
Spanish	7	4	3
Mandarin	0	0	0
Cantonese	0	0	0
Taiwanese	0	0	0
Tagalog	0	0	0
Vietnamese	3	0	0
Korean	0	0	0
Other	1	0	1

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 %	Grade 7 %	Grade 8 %
How well do you...			
understand English?			
Very well	91	97	93
Well	9	3	7
Not well	0	0	0
Not at all	0	0	0
speak English?			
Very well	90	91	90
Well	9	9	10
Not well	0	0	0
Not at all	1	0	0
read English?			
Very well	88	90	90
Well	10	10	8
Not well	1	0	1
Not at all	0	0	0
write English?			
Very well	85	86	88
Well	12	11	13
Not well	1	3	0
Not at all	1	0	0
English Language Proficiency Status			
Proficient	85	89	90
Not proficient	15	11	10

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.

English Language Proficiency was determined by creating a scale score using four survey questions - how well do you understand... speak... read... and write English. Response options are reverse coded so higher values indicate higher English proficiency level ("Not at all" (1); "Not well" (2); "Well" (3); and "Very well" (4)). The scale score was computed by averaging the survey responses. Respondents are categorized as "Proficient" or "Not Proficient" based on the English language proficiency scale.

Proficient: students with average item response > 3.5; and

Not Proficient: students with average item response ≤ 3.5.

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

	Grade 6 %	Grade 7 %	Grade 8 %
How well do you...			
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			
English Language Proficiency Status			
Proficient			
Not proficient			

Question HS/MS A.13-16: 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.

English Language Proficiency was determined by creating a scale score using four survey questions - how well do you understand... speak... read... and write English. Response options are reverse coded so higher values indicate higher English proficiency level ("Not at all" (1); "Not well" (2); "Well" (3); and "Very well" (4)). The scale score was computed by averaging the survey responses. Respondents are categorized as "Proficient" or "Not Proficient" based on the English language proficiency scale.

Proficient: students with average item response > 3.5; and

Not Proficient: students with average item response ≤ 3.5.

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

	Grade 6 %	Grade 7 %	Grade 8 %
0 days	77	89	71
1 day	3	3	6
2 days	7	3	6
3 days	9	0	11
4 days	1	1	4
5 days	3	4	3

Question HS/MS A.17: 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.

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

	Grade 6 %	Grade 7 %	Grade 8 %
No	93	91	88
Yes	0	6	8
Don't know	7	3	4

Question HS A.128/MS A.117: Is your father, mother, or guardian currently in the military (Army, Navy, Marines, Air Force, National Guard, or Reserves)?

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

Table A3.13***Sexual Orientation***

	Grade 6 %	Grade 7 %	Grade 8 %
Straight (not gay)	77	86	85
Gay or Lesbian	1	3	3
Bisexual	1	6	6
I am not sure yet	7	4	3
Something else	1	0	1
Decline to respond	12	1	3

Question HS A.129/MS A.118: Which of the following best describes you?

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

Table A3.14***Gender Identity***

	Grade 6 %	Grade 7 %	Grade 8 %
No, I am not transgender	93	93	93
Yes, I am transgender	3	0	1
I am not sure if I am transgender	1	3	3
Decline to respond	3	4	3

Question HS A.130/MS A.119: Some people describe themselves as transgender when their sex at birth does not match the way they think or feel about their gender. Are you transgender?

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

4. School Performance, Supports, and Engagement

Table A4.1

Grades, Past 12 Months

	Grade 6 %	Grade 7 %	Grade 8 %
Mostly A's	45	31	35
A's and B's	35	37	29
Mostly B's	6	4	11
B's and C's	13	11	14
Mostly C's	0	6	1
C's and D's	1	9	6
Mostly D's	0	1	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	75	70	83
1-2 times	9	13	11
A few times	12	13	6
Once a month	1	3	0
Twice a month	1	0	0
Once a week	1	1	0
More than once a week	0	0	0

Question HS/MS A.21: 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***Absences, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
I did not miss any days of school in the past 30 days	51	54	51
1 day	23	14	28
2 days	9	19	10
3 or more days	17	13	11

Question HS/MS A.19: In the past 30 days, how often did you miss an entire day of school for any reason?

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

Table A4.4***Reasons for Absence, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Does not apply; I didn't miss any school	51	50	49
Illness (feeling physically sick), including problems with breathing or your teeth	28	27	31
Were being bullied or mistreated at school	0	3	4
Felt very sad, hopeless, anxious, stressed, or angry	3	6	10
Didn't get enough sleep	6	9	13
Didn't feel safe at school or going to and from school	1	0	0
Had to take care of or help a family member or friend	6	1	0
Wanted to spend time with friends	0	1	0
Use alcohol or drugs	0	0	0
Were behind in schoolwork or weren't prepared for a test or class assignment	0	0	4
Were bored or uninterested in school	0	0	4
Had no transportation to school	0	1	0
Other reason	12	19	14

Question HS/MS A.20: In the past 30 days, did you miss a day of 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 A4.5
School Environment Scales (Developmental Supports)

	Grade 6 %	Grade 7 %	Grade 8 %	Table
Total school supports				
<i>Average Reporting “Very much true”</i>	41	36	41	
High	52	50	56	
Moderate	45	31	31	
Low	3	19	14	
Caring adults in school				
<i>Average Reporting “Very much true”</i>	45	44	46	A4.7
High	55	51	58	
Moderate	43	33	35	
Low	1	16	7	
High expectations-adults in school				
<i>Average Reporting “Very much true”</i>	61	46	58	A4.8
High	72	53	68	
Moderate	26	37	25	
Low	1	10	7	
Meaningful participation at school				
<i>Average Reporting “Very much true”</i>	19	17	18	A4.9
High	16	19	19	
Moderate	59	46	46	
Low	25	36	35	

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***School Connectedness, Academic Motivation, and Parent Involvement Scales***

	Grade 6 %	Grade 7 %	Grade 8 %	Table
School Connectedness				
<i>Average Reporting “Strongly agree”</i>	44	43	32	A4.10
High	83	76	60	
Moderate	12	17	32	
Low	6	7	8	
Academic Motivation				
<i>Average Reporting “Strongly agree”</i>	51	37	30	A4.11
High	57	37	29	
Moderate	32	40	47	
Low	12	23	24	
Parent Involvement in School				
<i>Average Reporting “Strongly agree”</i>	44	34	29	A4.12
High	83	66	58	
Moderate	9	29	26	
Low	9	6	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 A4.7***Caring Relationships Scale Questions***

	Grade 6 %	Grade 7 %	Grade 8 %
Caring adults in school			
<i>Average Reporting “Very much true”</i>	45	44	46
<i>At my school, there is a teacher or some other adult... who really cares about me.</i>			
Not at all true	0	6	8
A little true	13	20	13
Pretty much true	41	23	29
Very much true	46	51	50
<i>who notices when I’m not there.</i>			
Not at all true	4	16	8
A little true	16	14	21
Pretty much true	36	36	32
Very much true	43	33	39
<i>who listens to me when I have something to say.</i>			
Not at all true	0	16	4
A little true	12	10	19
Pretty much true	43	27	28
Very much true	45	47	49

*Question HS/MS A.35, 37, 39: 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 A4.8***High Expectations Scale Questions***

	Grade 6 %	Grade 7 %	Grade 8 %
High expectations-adults in school			
<i>Average Reporting “Very much true”</i>	61	46	58
<i>At my school, there is a teacher or some other adult... who tells me when I do a good job.</i>			
Not at all true	1	11	3
A little true	14	21	17
Pretty much true	33	31	32
Very much true	51	36	48
<i>who always wants me to do my best.</i>			
Not at all true	0	7	6
A little true	6	10	11
Pretty much true	27	24	18
Very much true	67	59	65
<i>who believes that I will be a success.</i>			
Not at all true	1	10	7
A little true	7	17	19
Pretty much true	28	28	14
Very much true	64	45	60

Question HS/MS A.36, 38, 40: 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 A4.9
Meaningful Participation Scale Questions

	Grade 6 %	Grade 7 %	Grade 8 %
Meaningful participation at school			
<i>Average Reporting “Very much true”</i>	19	17	18
At school...			
I do interesting activities.			
Not at all true	3	10	14
A little true	23	21	19
Pretty much true	36	37	29
Very much true	38	31	38
I help decide things like class activities or rules.			
Not at all true	28	36	28
A little true	33	31	35
Pretty much true	24	23	25
Very much true	15	10	13
I do things that make a difference.			
Not at all true	9	23	20
A little true	34	33	32
Pretty much true	37	23	30
Very much true	21	21	18
I have a say in how things work.			
Not at all true	23	30	36
A little true	35	33	29
Pretty much true	26	24	21
Very much true	16	13	14
I help decide school activities or rules.			
Not at all true	46	46	42
A little true	32	29	31
Pretty much true	17	17	21
Very much true	4	9	7

Question HS/MS A.41-45: At school... I do interesting activities... I help decide things like class activities or rules... I do things that make a difference... I have a say in how things work... I help decide school activities or rules.

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

Table A4.10
School Connectedness Scale Questions

	Grade 6 %	Grade 7 %	Grade 8 %
School Connectedness			
<i>Average Reporting “Strongly agree”</i>	44	43	32
I feel close to people at this school.			
Strongly disagree	6	7	7
Disagree	3	7	1
Neither disagree nor agree	7	7	13
Agree	55	39	36
Strongly agree	29	40	43
I am happy to be at this school.			
Strongly disagree	4	3	6
Disagree	1	6	6
Neither disagree nor agree	9	11	22
Agree	37	30	39
Strongly agree	49	50	28
I feel like I am part of this school.			
Strongly disagree	1	4	7
Disagree	4	4	4
Neither disagree nor agree	12	14	23
Agree	32	31	42
Strongly agree	50	46	24
The teachers at this school treat students fairly.			
Strongly disagree	4	3	10
Disagree	3	9	13
Neither disagree nor agree	12	17	14
Agree	42	39	29
Strongly agree	39	33	35
I feel safe in my school.			
Strongly disagree	3	1	7
Disagree	1	3	4
Neither disagree nor agree	4	16	17
Agree	36	36	40
Strongly agree	55	44	31

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

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

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

	Grade 6 %	Grade 7 %	Grade 8 %
Academic Motivation			
<i>Average Reporting “Strongly agree”</i>	51	37	30
I try hard to make sure that I am good at my schoolwork.			
Strongly disagree	1	1	3
Disagree	1	4	4
Neither disagree nor agree	0	16	6
Agree	34	33	50
Strongly agree	63	45	38
I try hard at school because I am interested in my work.			
Strongly disagree	3	7	3
Disagree	10	9	11
Neither disagree nor agree	13	30	25
Agree	39	27	34
Strongly agree	35	27	27
I work hard to try to understand new things at school.			
Strongly disagree	3	6	4
Disagree	6	9	8
Neither disagree nor agree	7	13	21
Agree	38	39	43
Strongly agree	46	34	24
I am always trying to do better in my schoolwork.			
Strongly disagree	4	3	4
Disagree	1	10	6
Neither disagree nor agree	7	9	15
Agree	28	39	42
Strongly agree	59	40	33

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

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

Table A4.12***Parent Involvement Scale Questions***

	Grade 6 %	Grade 7 %	Grade 8 %
Parent Involvement in School			
<i>Average Reporting “Strongly agree”</i>	44	34	29
Teachers at this school communicate with parents about what students are expected to learn in class.			
Strongly disagree	6	3	4
Disagree	1	3	8
Neither disagree nor agree	0	14	18
Agree	51	46	36
Strongly agree	42	34	33
Parents feel welcome to participate at this school.			
Strongly disagree	7	1	4
Disagree	1	0	3
Neither disagree nor agree	6	22	11
Agree	30	35	49
Strongly agree	55	41	33
School staff takes parent concerns seriously.			
Strongly disagree	1	3	10
Disagree	7	4	8
Neither disagree nor agree	7	26	24
Agree	49	40	38
Strongly agree	35	27	20

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

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

Table A4.13***Quality of School Physical Environment***

	Grade 6 %	Grade 7 %	Grade 8 %
My school is usually clean and tidy.			
Strongly disagree	4	3	10
Disagree	6	6	11
Neither disagree nor agree	12	16	23
Agree	46	47	39
Strongly agree	32	29	17

Question HS/MS A.27: 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	53	33	29
Safe	39	43	46
Neither safe nor unsafe	8	23	18
Unsafe	0	0	0
Very unsafe	0	0	7

Question HS A.99/MS A.88: 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	93	90	90
1 time	3	6	4
2 or more times	4	4	6
Religion			
0 times	91	90	92
1 time	9	6	3
2 or more times	0	4	6
Gender (being male or female)			
0 times	94	86	88
1 time	4	7	4
2 or more times	1	7	8
Because you are gay or lesbian or someone thought you were			
0 times	90	86	85
1 time	7	3	8
2 or more times	3	12	7
A physical or mental disability			
0 times	96	97	94
1 time	4	1	1
2 or more times	0	1	4
You are an immigrant or someone thought you were			
0 times	99	97	93
1 time	1	0	0
2 or more times	0	3	7
Any of the above six reasons	25	30	32

Question HS A.115-120/MS A.105-110: 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... Because you are gay or lesbian or someone thought you were... A physical or mental disability... You are an immigrant or someone thought you were.

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

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

	Grade 6 %	Grade 7 %	Grade 8 %
Any other reason			
0 times	81	70	72
1 time	13	6	10
2 or more times	6	25	18
Any harassment	29	42	40

Question HS A.115-121/MS A.105-111: 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... Because you are gay or lesbian or someone thought you were... A physical or mental disability... You are an immigrant or someone thought you were... 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	56	45	51
1 time	25	29	18
2 to 3 times	13	12	11
4 or more times	6	14	19
had sexual jokes, comments, or gestures made to you?			
0 times	74	51	56
1 time	9	20	17
2 to 3 times	9	17	11
4 or more times	9	12	17
been made fun of because of your looks or the way you talk?			
0 times	65	57	58
1 time	17	16	20
2 to 3 times	6	12	3
4 or more times	12	16	20
been made fun of, insulted, or called names?			
0 times	57	49	61
1 time	20	14	11
2 to 3 times	12	16	11
4 or more times	12	20	17

Question HS A.103-105, 114/MS A.93-95, 104: 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	61	68
1 time	23	25	11
2 to 3 times	9	10	10
4 or more times	6	4	11
been afraid of being beaten up?			
0 times	81	71	83
1 time	10	20	4
2 to 3 times	7	6	6
4 or more times	1	3	7
been threatened with harm or injury?			
0 times	91	86	83
1 time	7	12	6
2 to 3 times	1	3	3
4 or more times	0	0	8
been in a physical fight?			
0 times	84	78	79
1 time	10	16	13
2 to 3 times	3	4	1
4 or more times	3	1	7
been threatened or injured with a weapon (gun, knife, club, etc.)?			
0 times	96	91	93
1 time	3	7	1
2 to 3 times	1	1	0
4 or more times	0	0	6
been offered, sold, or given an illegal drug?			
0 times	100	91	81
1 time	0	7	8
2 to 3 times	0	0	1
4 or more times	0	1	10

Question HS A.100-102, 107, 111, 113/MS A.90-92, 97, 101, 103: 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	83	67	75
1 time	12	25	10
2 to 3 times	3	4	7
4 or more times	3	4	8
Damaged school property on purpose			
0 times	97	87	83
1 time	3	12	10
2 to 3 times	0	1	0
4 or more times	0	0	7

Question HS A.106, 108/MS A.96, 98: 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	100	97	93
1 time	0	3	0
2 to 3 times	0	0	1
4 or more times	0	0	6
Carried any other weapon (such as a knife or club)			
0 times	99	97	86
1 time	1	1	4
2 to 3 times	0	1	0
4 or more times	0	0	10
Seen someone carrying a gun, knife, or other weapon			
0 times	94	90	89
1 time	6	7	3
2 to 3 times	0	3	0
4 or more times	0	0	8

Question HS A.109, 110, 112/MS A.99, 100, 102: 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 and Perceptions

	Grade 6 %	Grade 7 %	Grade 8 %	Table
Lifetime illicit AOD use to get “high” [†]	9	17	18	A6.2
Lifetime alcohol or drugs (any use)	9	17	18	A6.2
Lifetime very drunk or high (7 or more times)	0	1	0	A6.7
Lifetime drinking and driving involvement	23	31	28	A6.10
Current alcohol or drugs	0	6	8	A6.5
Current heavy drug uses	0	1	0	A6.5
Current heavy alcohol use (binge drinking)	0	4	1	A6.5
Current alcohol or drug use on school property	1	3	6	A6.8
Harmfulness of occasional marijuana use [‡]	39	37	23	A6.11
Difficulty of obtaining marijuana [§]	49	14	15	A6.12

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

[†]*Excludes prescription pain medication, Diet Pills, and prescription stimulant.*

[‡]*Great harm.*

[§]*Very difficult.*

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

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol	9	16	15
Marijuana	0	4	7
Inhalants	3	1	1
Any other drug, pill, or medicine to get “high”	0	4	4
<i>Any of the above AOD use</i>	9	17	18
<i>Any illicit AOD use to get “high”[†]</i>	9	17	18

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

[†]*Excludes prescription pain medication, Diet Pills, and prescription stimulant.*

Table A6.3
Lifetime AOD Use

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol (one full drink)			
0 times	91	84	85
1 time	9	9	8
2 to 3 times	0	3	4
4 or more times	0	4	3
Marijuana (smoke, vape, eat, or drink)			
0 times	100	96	93
1 time	0	1	3
2 to 3 times	0	1	1
4 or more times	0	1	3
Inhalants			
0 times	97	99	99
1 time	1	0	0
2 to 3 times	0	0	0
4 or more times	1	1	1
Any other drug, pill, or medicine to get “high” or for other than medical reasons			
0 times	100	96	96
1 time	0	3	3
2 to 3 times	0	1	1
4 or more times	0	0	0

Question HS A.49-51, 60/MS A.50-52, 54: During your life, how many times have you used the following? One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)... Marijuana (smoke, vape, eat, or drink)... Inhalants (things you sniff, huff, or breathe to get “high” such as glue, paint, aerosol sprays, gasoline, poppers, gases)... 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 A6.4***Lifetime Marijuana Consumption***

	Grade 6 %	Grade 7 %	Grade 8 %
<i>During your life, how many times have you used marijuana in any of the following ways...</i>			
Smoke it?			
0 times	100	97	96
1 time	0	1	1
2 to 3 times	0	1	1
4 or more times	0	0	1
In an electronic or e-cigarette or other vaping device?			
0 times	100	96	97
1 time	0	1	1
2 to 3 times	0	1	1
4 or more times	0	1	0
Eat or drink it in products made with marijuana?			
0 times	100	100	100
1 time	0	0	0
2 to 3 times	0	0	0
4 or more times	0	0	0

Question HS A.64-66/MS A.58-60: During your life, how many times have you used marijuana in any of the following ways... Smoke it?... In an electronic or e-cigarette or other vaping device?... Eat or drink it in products made with marijuana?

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

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

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

Question HS A.70-73, 75/MS A.64-68: During the past 30 days, on how many days did you use... one or more drinks of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (smoke, vape, eat, or drink)... inhalants (things you sniff, huff, or breathe to get “high”)... any other drug, pill, or medicine to get “high” or for reasons other than medical?

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 A6.6***Frequency of Current AOD Use, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol (one or more drinks)			
0 days	100	96	93
1 or 2 days	0	1	6
3 to 9 days	0	1	1
10 to 19 days	0	1	0
20 or more days	0	0	0
Binge drinking (5 or more drinks in a row)			
0 days	100	96	99
1 or 2 days	0	3	1
3 to 9 days	0	0	0
10 to 19 days	0	0	0
20 or more days	0	1	0
Marijuana (smoke, vape, eat, or drink)			
0 days	100	96	99
1 or 2 days	0	3	1
3 to 9 days	0	0	0
10 to 19 days	0	0	0
20 or more days	0	1	0

Question HS A.70-72/MS A.64-66: During the past 30 days, on how many days did you use... one or more drinks of alcohol... five or more drinks of alcohol in a row, that is, within a couple of hours... marijuana (smoke, vape, eat, or drink)?

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

Table A6.7***Lifetime Drunk or “High”***

	Grade 6 %	Grade 7 %	Grade 8 %
Very drunk or sick after drinking alcohol			
0 times	99	93	92
1 to 2 times	1	6	7
3 to 6 times	0	1	1
7 or more times	0	0	0
“High” (loaded, stoned, or wasted) from using drugs			
0 times	100	96	97
1 to 2 times	0	3	1
3 to 6 times	0	0	1
7 or more times	0	1	0
Very drunk or “high” 7 or more times	0	1	0

Question HS A.61, 62/MS A.55, 56: 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 A6.8***Current AOD Use on School Property, Past 30 Days***

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol			
0 days	99	99	96
1 to 2 days	1	0	4
3 or more days	0	1	0
Marijuana (smoke, vape, eat, or drink)			
0 days	100	99	97
1 to 2 days	0	1	3
3 or more days	0	0	0
Any other drug, pill, or medicine to get “high” or for reasons other than medical?			
0 days	100	100	97
1 to 2 days	0	0	3
3 or more days	0	0	0
Any of the above	1	3	6

Question HS A.80-82/MS A.72-74: During the past 30 days, on how many days on school property did you use... at least one drink of alcohol... marijuana (smoke, vape, eat, or drink)... any other drug, pill, or medicine to get “high” or for reasons other than medical?

Note: 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	97
1 to 2 times	0	0	3
3 to 6 times	0	1	0
7 or more times	0	0	0

Question HS A.63/MS A.57: During your life, how many times have you been... drunk on alcohol or “high” on drugs on school property?

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

Table A6.10***Drinking While Driving, Lifetime***

	Grade 6 %	Grade 7 %	Grade 8 %
Have ridden in a car driven by someone who had been using alcohol or drugs			
Never	77	69	72
1 time	9	10	11
2 times	6	3	6
3 to 6 times	4	10	4
7 or more times	4	9	7

Question MS A.87: In your life, how many times have you ridden in a car driven by someone who had been using alcohol or drugs?

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

Table A6.11***Perceived Harm of AOD Use***

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol - drink occasionally			
Great	19	23	17
Moderate	19	24	23
Slight	29	24	31
None	32	29	30
Alcohol - 5 or more drinks once or twice a week			
Great	35	53	44
Moderate	22	19	23
Slight	7	11	11
None	35	17	21
Marijuana - use occasionally			
Great	39	37	23
Moderate	22	33	32
Slight	7	10	20
None	32	20	25
Marijuana - use daily			
Great	60	69	52
Moderate	4	4	11
Slight	3	6	11
None	33	21	25

Question HS A.87-90/MS A.79-82: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol (beer, wine, liquor) occasionally... Have five or more drinks of alcohol once or twice a week... Use marijuana occasionally (smoke, eat, or drink) ... Use marijuana daily.

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

Table A6.12***Perceived Difficulty of Obtaining Alcohol and Marijuana***

	Grade 6 %	Grade 7 %	Grade 8 %
Alcohol			
Very difficult	35	10	13
Fairly difficult	10	13	8
Fairly easy	6	25	24
Very easy	3	17	22
Don't know	46	35	33
Marijuana			
Very difficult	49	14	15
Fairly difficult	3	11	10
Fairly easy	3	19	28
Very easy	0	11	17
Don't know	46	44	31

Question HS A.93, 94/MS A.85, 86: How difficult is it for students in your grade to get any of the following 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	1	3	A7.2
Current cigarette smoking [†]	0	1	3	A7.3
Current cigarette smoking at school [†]	0	0	1	A7.4
Ever tried smokeless tobacco	1	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	0	6	15	A7.2
Current use of electronic cigarettes [†]	0	6	3	A7.3
Current use of electronic cigarettes at school [†]	0	1	3	A7.4
Attitudes and Correlates				
Harmfulness of occasional cigarette smoking [‡]	29	29	18	A7.5
Harmfulness of smoking 1 or more packs/day [‡]	59	77	64	A7.5
Difficulty of obtaining cigarettes [§]	44	9	13	A7.7

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

[†]Past 30 days.

[‡]Great harm.

[§]Very difficult.

Table A7.2
Lifetime Tobacco Use

	Grade 6 %	Grade 7 %	Grade 8 %
A cigarette, even one or two puffs			
0 times	99	96	93
1 time	1	1	6
2 to 3 times	0	1	1
4 or more times	0	1	0
A whole cigarette			
0 times	100	99	97
1 time	0	0	3
2 to 3 times	0	0	0
4 or more times	0	1	0
Smokeless tobacco			
0 times	99	99	97
1 time	0	1	3
2 to 3 times	1	0	0
4 or more times	0	0	0
An electronic cigarette or other vaping device			
0 times	100	94	85
1 time	0	1	7
2 to 3 times	0	0	6
4 or more times	0	4	3

Question HS A.46-48/MS A.46-49: During your life, how many times have you used the following? 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	0	1	3
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	6	3
Daily (20 or more days)	0	0	0

Question HS A.67-69/MS A.61-63: 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	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
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	99	97
1 or 2 days	0	1	3
3 to 9 days	0	0	0
10 to 19 days	0	0	0
20 or more days	0	0	0

Question HS A.77-79/MS A.69-71: During the past 30 days, on how many days on school property 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 A7.5***Perceived Harm of Cigarette Smoking***

	Grade 6 %	Grade 7 %	Grade 8 %
Smoke cigarettes occasionally			
Great	29	29	18
Moderate	26	40	42
Slight	9	13	21
None	35	19	18
Smoke 1 or more packs of cigarettes each day			
Great	59	77	64
Moderate	4	3	10
Slight	3	4	6
None	33	16	20

Question HS A.83, 84/MS A.75, 76: How much do people risk harming themselves physically and in other ways when they do the following?... Smoke cigarettes occasionally... Smoke 1 or more packs of cigarettes each day.

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

Table A7.6***Perceived Harm of E-Cigarette Use Compared to Smoking***

	Grade 6 %	Grade 7 %	Grade 8 %
Use e-cigarettes or vaping device occasionally compared to smoking cigarettes			
Great	30	37	23
Moderate	28	36	29
Slight	7	10	33
None	35	17	16
Use e-cigarettes or vaping devices several times a day compared to smoking cigarettes			
Great	47	59	35
Moderate	13	23	27
Slight	6	1	23
None	34	17	15

Question HS A.85, 86/MS A.77, 78: How much do people risk harming themselves physically and in other ways when they do the following?... Use e-cigarettes (electronic) or vaping device occasionally compared to smoking cigarettes... Use e-cigarettes or vaping devices several times a day compared to smoking cigarettes.

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

Table A7.7***Perceived Difficulty of Obtaining Cigarettes and E-Cigarettes***

	Grade 6 %	Grade 7 %	Grade 8 %
Cigarettes			
Very difficult	44	9	13
Fairly difficult	7	11	13
Fairly easy	3	27	28
Very easy	0	10	14
Don't know	46	43	33
E-Cigarettes or vaping device			
Very difficult	44	9	10
Fairly difficult	7	9	10
Fairly easy	3	27	29
Very easy	1	21	25
Don't know	44	34	26

Question HS A.91, 92/MS A.83, 84: How difficult is it for students in your grade to get any of the following if they really want them?... Cigarettes.... E-cigarettes (electronic) or vaping device

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)	72	72	65
1 time	17	13	17
2 to 3 times	1	6	7
4 or more times	9	9	11

Question HS A.122/MS A.112: During the past 12 months, how many times did other students spread mean rumors or lies, or hurtful pictures, about you online, on social media, or on a cell phone?

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	36	39
1 day	14	21	21
2 days	16	9	4
3 days	6	7	13
4 days	3	4	6
5 days	23	23	18

Question MS A.89: 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	25	39
Yes	78	75	61

Question HS A.126/MS A.115: 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	83	75	63
Yes	17	25	37

Question HS A.124/MS A.114: 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	99	89
Yes	6	1	11

Question HS A.123/MS A.113: 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 Engagement by Race/Ethnicity - 6th Grade

Percent of Students (%)	Grade 6						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports [‡]	36					43	42
Caring adults in school [‡]	42					44	53
High expectations-adults in school [‡]	58					61	63
Meaningful participation at school [‡]	8					23	9
<i>School Connectedness</i> [†]	29					48	44
<i>Academic Motivation</i> [†]	39					48	57
<i>Parent Involvement in School</i> [†]	33					50	36

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. [†]Average percent of respondents reporting “Strongly agree.” [‡]Average percent of respondents reporting “Very much true.”

Table A9.2

School Supports and Engagement by Race/Ethnicity - 7th Grade

Percent of Students (%)	Grade 7						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports [‡]						39	25
Caring adults in school [‡]						48	27
High expectations-adults in school [‡]						51	33
Meaningful participation at school [‡]						18	15
<i>School Connectedness</i> [†]						46	38
<i>Academic Motivation</i> [†]						36	43
<i>Parent Involvement in School</i> [†]						33	45

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. [†]Average percent of respondents reporting “Strongly agree.” [‡]Average percent of respondents reporting “Very much true.”

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

Percent of Students (%)	Grade 8						
	H/L	AI/AN	Asian	AA	NH/PI	White	Mixed
<i>School Environment</i>							
Total school supports [‡]						41	36
Caring adults in school [‡]						46	44
High expectations-adults in school [‡]						60	50
Meaningful participation at school [‡]						18	13
<i>School Connectedness</i> [†]						33	20
<i>Academic Motivation</i> [†]						31	25
<i>Parent Involvement in School</i> [†]						28	19

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. [†]Average percent of respondents reporting “Strongly agree.” [‡]Average percent of respondents reporting “Very much true.”

Table A9.4***Feeling Safe or Very Safe at School by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	90		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	90	81	80
Mixed (two or more) races	95	60	50

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

Table A9.5***Harassment Due to Six Reasons at School in the Past 12 Months by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	27		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	27	25	29
Mixed (two or more) races	21	64	42

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

The six reasons include race, ethnicity or national origin; religion; gender (being male or female); sexual orientation; a physical or mental disability; and immigrant status.

Table A9.6***Any Harassment or Bullying at School in the Past 12 Months by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	27		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	32	36	40
Mixed (two or more) races	21	82	42

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

Table A9.7***Any Alcohol Use at School in the Past 30 Days by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	0		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	0	2	5
Mixed (two or more) races	4	0	0

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

Table A9.8***Cigarette Smoking in the Past 30 Days by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	0		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	0	0	4
Mixed (two or more) races	0	9	0

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

Table A9.9***Any Alcohol Use in the Past 30 Days by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	0		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	0	2	7
Mixed (two or more) races	0	18	0

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

Table A9.10***Any Marijuana Use in the Past 30 Days by Race/Ethnicity***

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	0		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	0	2	2
Mixed (two or more) races	0	9	0

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

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

	Grade 6 %	Grade 7 %	Grade 8 %
Hispanic or Latino	9		
American Indian or Alaska Native			
Asian			
Black or African American			
Native Hawaiian or Pacific Islander			
White	22	17	38
Mixed (two or more) races	8	55	33

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

10. Gender Breakdowns

Table A10.1
School Supports and Engagement by Gender

	Grade 6		Grade 7		Grade 8	
	Female	Male	Female	Male	Female	Male
	%	%	%	%	%	%
<i>School Environment</i>						
Total school supports [‡]	39	44	37	35	44	38
Caring adults in school [‡]	46	44	46	42	47	46
High expectations-adults in school [‡]	59	63	50	43	61	56
Meaningful participation at school [‡]	11	26	14	19	23	12
<i>School Connectedness</i> [†]	47	42	44	41	40	26
<i>Academic Motivation</i> [†]	45	56	36	37	36	24
<i>Parent Involvement in School</i> [†]	45	43	30	38	39	20

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

[†]Average percent of respondents reporting “Strongly agree.”

[‡]Average percent of respondents reporting “Very much true.”

Table A10.2

Select Perceived Safety, Harassment, Alcohol and Other 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	97	88	74	80	89	62
Harassment/Bullying at School						
<i>During the past 12 month at school, have you been...</i>						
harassed/bullied for any of the six reasons	33	17	37	24	31	35
harassed/bullied for any reasons	42	17	51	32	42	41
Current ATOD Use						
<i>During the past 30 days, did you...</i>						
have at least one drink of alcohol at school	3	0	0	3	3	6
smoke cigarettes	0	0	3	0	0	6
have at least one drink of alcohol	0	0	6	3	0	15
use marijuana	0	0	3	6	3	0
Mental Health						
Chronic sad or hopeless feelings, past 12 months	21	14	31	18	39	36

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

Appendix I

2017-18 CHKS Secondary Survey Response Rates

Eligible Schools	6th %	7th %	8th %
Gold Trail	74	81	86

Notes: Response rates are presented by grade level. Eligible schools listed are based on CBEDS 2017-18 public school and enrollment data files. Directly funded charter schools have been excluded from the list.

Appendix II

California Healthy Kids Survey Content Overview

This brief guide to key CHKS Core Module indicators is designed to help survey users more easily understand and interpret their findings.¹ References are provided to the tables in CHKS reports where results for the indicators discussed can be found. References are also made to relevant CHKS reports and factsheets and What Works Briefs (guides to best practices) that provide further information. These valuable resources can be downloaded, respectively, from the CHKS and California Safe and Supportive Schools websites (chks.wested.org/using-results/factsheets; californias3.wested.org/tools/research; californias3.wested.org/tools/wwb).

Special attention is directed toward indicators related to the requirements of California's Local Control and Accountability Plans (LCAP).² For a summary of state-level LCAP-related baseline data, see CHKS Factsheet #15.

MAIN CONTENT FOCUS: SCHOOL CLIMATE AND THE NEEDS OF THE WHOLE CHILD

The main purpose of the CHKS Core Module is to assess indicators of school climate, pupil engagement, and student supports, all three key priorities required of Local Control and Accountability Plans. It seeks to provide schools with essential data to determine the degree to which they provide the conditions and supports that all youth need to succeed in school and developmentally thrive. Twenty-nine items assessing seven domains are used to calculate a School Climate Index (SCI) score that is included in a *School Climate Report Card* that districts can request at the district and school level. The items used in the SCI assess school connectedness, developmental supports (e.g., caring adult relationships), perceived safety, bullying, and victimization.

School climate, as measured by the CHKS, is strongly related to student performance on standardized academic tests. Data show that, for high school students, as CHKS School Climate Index (SCI) scores increased—as the schools became safer, more supportive, and more engaging—test performance as measured by the state's Academic Performance Index (API) increased as well (School Climate Factsheet #3).

In a ground-breaking analysis, a positive school climate was a distinguishing characteristic of California secondary schools that “beat the odds” and consistently performed better on the state's standardized tests than *would be predicted* based on the characteristics of their students (i.e., comparing schools with similar student demographics). The higher (more positive) the CHKS School Climate Index score, the greater the probability there was for beating the odds. School climate was more strongly associated with beating the odds than a school's level of personnel resources (School Climate Factsheet #6).³

¹ To see how local results compare with state averages in California, download a copy of the latest Biennial Statewide CHKS report (chks.wested.org/reports). The Biennial report provides results from a randomly-selected, representative state sample. County level reports are also available on the CHKS website.

² For a guide to how CalSCHLS survey items align with LCAP indicator requirements, download *Helpful Resources for Local Control and Accountability Plans* at surveydata.wested.org/resources/LCAP_Cal_SCHLS.pdf.

³ Voight, Austin, & Hanson, (2013). Download www.wested.org/online_pubs/hd-13-10.pdf

More generally, the CHKS Core Module provides data to help understand the degree to which schools address the needs of the Whole Child. CHKS data show that California secondary schools made greater progress in raising standardized test scores over a one-year period when they had higher percentages of students who: (1) were less engaged in risky behaviors such as substance use and violence; (2) were more likely to eat nutritiously and exercise; and (3) reported experiencing caring adult relationships and high expectations at school. These results suggest that addressing the health and developmental needs of youth is a critical component of a comprehensive strategy for meeting accountability demands for improved academic performance (CHKS Factsheet #3).

GRADE-LEVEL PATTERNS

More than twenty years of survey administration has demonstrated that as youth progress through secondary school, they become: (1) less likely to feel connected to school and be academically motivated; and (2) more likely to report truancy, involvement in substance use, and chronic sadness and hopelessness.

- **Seventh graders** report the highest rates of harassment and victimization, as well as participation in a physical fight and seeing a weapon on campus.
- **Ninth graders** report the lowest rates of developmental support and perceived safety.
- In interpreting the results for **11th graders** take into consideration that many youth who are most disengaged and involved in high risk behaviors may have already dropped out of school or did not participate in the survey because of truancy or absenteeism.
- Across risk behaviors and problem indicators, **nontraditional (continuation school) students** reported prevalence rates at least twice those of 11th graders in a comprehensive school setting. They also exhibited lower perceived school safety, school connectedness, and developmental supports. Continuation school students are a highly vulnerable population in need of a wide range of academic, social, emotional, and behavioral supports and intervention services (CHKS Factsheet #7).

DEMOGRAPHIC CHARACTERISTICS AND POPULATION SUBGROUP DIFFERENCES

Demographic Characteristics (Tables A3.1-3.14)

A wide range of data on the demographic and background characteristics of the survey respondents is provided (in 14 tables) to help users gain a better sense of how representative the survey sample is compared to the student population overall. This also enables users to analyze their data to determine how survey results vary by important subgroups in the school and help them identify, and target programs at, the youth most in need. School districts can use these data to meet the Local Control and Accountability Plan (LCAP) requirement to demonstrate actions across state priorities in regard to six numerically significant subgroups: ethnicity, socioeconomically (SES) disadvantaged, English learners, pupils with disabilities, foster youth, and homeless youth—all categories assessed by the CHKS. In the standard CHKS report, and in the Query CHKS system, breakdowns for selected key indicators are provided by race/ethnicity and gender. Districts/schools

can request reports disaggregating all their results by demographic characteristics from their Regional CHKS Technical Assistance Center.

Racial-Ethnic Identification (Tables A3.2-3.3)

Respondents self-report their identification with six racial/ethnic groups plus mixed (two or more) race. Comparing these data with other evidence of the racial-ethnic composition of student enrollment provides insight into how representative are the survey results. In one study of CHKS data, both academic performance and school well-being—the degree to which students feel safe at, supported by, and connected to the school—varied consistently and persistently across schools by racial/ethnic groupings. They were lowest in schools with large proportions of African American and Hispanic students, as well as in low-income schools. Controlling for socioeconomic status and other school demographic characteristics reduced these racial/ethnic group differences, but they still remained. This suggests that school climate factors related to student well-being may also play a role in the racial-ethnic achievement gap. One strategy to close the gap thus may be to enhance learning supports that foster caring adult relationships, high expectations, meaningful participation, safety, and connectedness in schools serving large proportions of low-income African American and Hispanic students (CHKS Factsheet #8).

In the majority of cases, with notable exceptions for Asians, *the racial/ethnic gaps in performance, engagement, perceived support, and safety are greater within-schools than between-schools*. African American, Latino, and Asian students feel less safe, engaged, and supported than their White peers *within the same school*. Inequities in these factors, for the various racial/ethnic groups, can possibly contribute to the achievement gap. Further, these findings suggest that practices designed to ensure equal access to academic resources, opportunities, learning supports, and promotion of common experiences may be effective in ameliorating the gap (CHKS Factsheet #13).

Foster Care Youth (Table A3.4)

Compared to youth who live with their parents, foster care youth report much higher rates of substance abuse, poor school attendance and grades, more violence-related behaviors, more harassment, and higher depression risk. They were also more likely to be low in caring adult relationships and total environmental assets (CHKS Factsheet #6).

SPECIFIC CONTENT AREAS

Self-Reported Grades (Table A4.1)

The CHKS asks students to indicate what grades they mostly received in school in the past 12 months. Although self-reports are not as accurate as actual report card data, they provide a general sense of the school performance of the survey respondents from their self-perception. To learn more about the factors that might be causing poor performance, request a CHKS report showing how all the survey results vary by level of performance.

Absenteeism and Truancy (Tables A4.2-4.3)

Before top teachers with quality curriculums and engaging activities can even attempt to improve academic performance, the students have to show up. The CHKS report provides data to identify what proportion of respondents are at risk of chronic absenteeism (missed 3 or more of the past 30

school days), what were the reasons for absences, and the level of truancy. Users can request reports looking at the characteristics of youth based on the absenteeism and truancy to guide efforts to improve the LCAP pupil engagement priority.

Poor attendance is a marker of a wider variety of other problems, including low school connectedness and learning engagement. Both the US Department of Education and the California Office of the Attorney General have launched initiatives designed to raise awareness about and combat chronic absenteeism, generally defined as missing 10% of school days. According to a report by Attendance Works, the nation's large and persistent education achievement gaps are rooted in a largely hidden crisis of chronic absenteeism, especially among low-income and minority children.⁴ Biennial State CHKS data (Table A4.3) indicate that generally, after illness, the most important reasons for being absent in secondary school are not getting enough sleep and anxiety or stress, followed by being behind in school work, and being bored or uninterested in school.

Among high school staff statewide, truancy is the top-rated of fourteen potential school problems assessed by the California School Staff Survey (Table A8.4). Truancy has been identified as one of the most powerful predictors of both poor achievement and delinquency.⁵ Truants are also more likely to use drugs and have deviant friends.

Developmental Supports (Tables A4.5, A4.7-4.9)

Research shows that when schools (or families or communities) provide three developmental supports measured by the CHKS—**caring adult relationships, high expectations, and opportunities for meaningful participation**—students are more likely to report more positive academic, social-emotional, and health outcomes, including higher grades, school connectedness, attendance, and perceived safety. CHKS results overall suggest that the great majority of students do not receive sufficient levels of support and that the supports received are lower in high school than in middle school, even though student need for them is arguably higher (CHKS Factsheets #1 and #3; School Climate Factsheets #1 and #2, What Works Briefs #1 and #2).

School Connectedness (Table A4.6)

School connectedness is one of the indicators of school climate that a California school district must address in its LCAP. Research shows that school connectedness is associated with multiple positive academic, social-emotional, and health outcomes. The CHKS five-item School Connectedness Scale is an important differentiator between low-performing and high-performing high schools and has value as an indicator of school quality. School connectedness appears to have increased in California in the second half of the last decade, but it still declines markedly after elementary school. A substantial majority of high school students are not highly connected to their schools. This may be related at least in part to their lower levels of developmental support. The lowest rates of both connectedness and test scores are in low-income schools. The online Query

⁴ Attendance Works & Everyone Graduates Center. (2017, September). *Portraits of Change: Aligning School and Community Resources to Reduce Chronic Absence*. Available at www.attendanceworks.org/research/attendance-works-reports

⁵ Robins & Ratcliff, (1978). *Long Range Outcomes Associated With School Truancy*. Rockville, MD: Public Health Service (DHEW). Garry, E. M., & Department of Justice, Washington, DC. Office of Juvenile Justice and Delinquency Prevention. (1996). *Truancy: First Step to a Lifetime of Problems*. Cairns, R. B., Cairns, B. D., & Neckerman, H. J. (1989). Early school dropout: Configurations and determinants. *Child Dev*, 60(6), 1437-52.

CHKS system shows how key survey indicators vary by school connectedness (see School Climate Factsheet #5, What Works Brief #4).

Perceived Safety (Table A5.1)

Perceived safety is another indicator districts/schools are required to monitor as part of their LCAP. Perceived school safety is more than the antithesis of violence. Perceived school safety is psychological as well as physical. Feelings of insecurity can have multiple sources, not all of which correctly reflect the level of danger and violence on a school campus, such as verbal bullying. Both physical and psychological safety are essential for high quality teaching and learning. If students report low levels of perceived school safety, pay close attention to all the indicators related to bullying and victimization, as well as mental health. Schools may want to request comparisons of students' perceptions of their own safety with the actual level of violence and other safety-related indicators self-reported by students. A follow-up focus group or Student Listening Circle asking why students do not feel safe is recommended (see School Climate What Works Brief #3).

Violent and Nonviolent Misbehavior on School Property (Tables A5.2-5.6)

The CHKS asks students a wide range of questions to ascertain the scope and nature of physical and verbal violence and victimization that occurs on campus, as well as vandalism. Physical violence and weapons on campus (Tables A5.4, A5.6) have long been a major public concern. Equally disruptive are the uncounted acts of bullying, teasing, and other nonviolent misbehavior among youth, such as substance use and sales on campus.⁶ These behaviors adversely affect not only students' ability to learn and willingness to attend school, but also the overall school environment, the ability of teachers to teach, and the willingness of adults to enter the teaching profession⁷ (see School Climate What Works Briefs #5 and #6).

Harassment (Tables A5.2-5.3)

Nonviolent harassment in any form—threats, intimidation, rumors, and ostracism—can instill a sense of vulnerability, isolation, frustration, and fear among its victims, leading to engagement in health risk behaviors or avoidance behaviors such as missing school and social isolation. This type of misbehavior, vastly more common than any other, ruins the school day for many students. In *Bruised Inside* (2000), the National Association of Attorneys General describes harassment by peers as one of the two causes for kids to express anger using guns, knives, and fists.⁸

The CHKS asks about the frequency with which students experienced any bullying/harassment related to six bias-related categories (gender, race/ethnicity, disability, sexual identity, religion, immigrant status), as well as for any other reason. Analysis of this data show that victims of harassment are more likely to not feel safe at, and connected to, school; to have higher truancy; and to experience lower developmental (resilience) supports at school. They report higher rates of fighting and weapons possession at school, as well as risk of depression. Students who report bias-related harassment, particularly for disability and sexual orientation, have poorer well-being than

⁶ Juvonen, J., & Graham, S. (2001). *Peer harassment in school: The plight of the vulnerable and victimized*. New York: Guilford Press.

⁷ Barton, P. E. (2001). *Facing the hard facts in education reform*. Princeton, NJ: Educational Testing Service.

⁸ Horn, D. M., National Association of Attorneys General., & Washington (State). (2000). *Bruised inside: What our children say about youth violence, what causes it, and what we need to do about it: A report of the National Association of Attorneys General (NAAG)*. Washington, DC: National Association of Attorneys General.

students who were only harassed for other reasons (CHKS Factsheets #4 and #10; see also School Climate What Works Brief #7).

Substance Abuse (Tables A6.1-6.11)

The misuse of alcohol and other drugs continues to be among the most important issues confronting the nation. For schools, the problem is particularly relevant. Years of research have shown that adolescent substance use is closely connected to academic performance and contributes to raising the level of truancy and absenteeism, special education, disciplinary problems, disengagement and dropout rates, teacher turnover, and property damage. Reflecting this, on the California School Staff Survey (Table A9.12), high school staff statewide are more likely to perceive alcohol and drug use as moderate to severe problems at their schools than all of seven violence-related indicators (49% for both alcohol and drugs in 2004-06), ranking them among the top 3 of 14 problem indicators.

Use at school is especially troubling (Tables A6.8-6.9). It reflects a level of drug involvement so pervasive that the potential repercussions for violation of school rules are disregarded by these youths. This is behavior that threatens not only the user's learning ability but also school efforts to educate all youth. An analysis of CHKS data found that that substance use and intoxication at school, being offered drugs at school, and lifetime intoxication, were significantly related to changes in California achievement test scores one year later. Schools with proportionately large numbers of students who reported these behaviors exhibited smaller gains in test scores than other schools⁹ (CHKS Factsheet #3; see also School Climate What Works Brief #8).

Cigarette Smoking (Tables A7.1-7.4)

Current smokers are significantly more likely than nonsmokers to engage in alcohol and other drug use, be involved in violence and gang membership, and experience school-related problems and disengagement. To a lesser extent, current smokers are also more likely than nonsmokers to be victims of violence and harassment, feel unsafe at school, and experience incapacitating sadness and loneliness. These results suggest that efforts to reduce student smoking may be more successful if embedded in approaches that address a broad range of risk behaviors and problems (CHKS Factsheet #2 and #5).

Mental Health (Tables A8.4-8.5)

The CHKS Core provides two measures for assessing mental health among students: (1) whether they experience chronic, incapacitating sadness or hopelessness; and (2) whether they ever contemplated suicide. Students who experience chronic sadness, compared to their peers who do not, are at elevated risk of a wide range of educational, health, social, and emotional problems, including lower school attendance, performance, and connectedness. They also report lower levels of the developmental supports in their schools and communities that have been shown to mitigate these problems. Similar findings are found among youth who have contemplated suicide (CHKS Factsheets #11 and #12).

⁹ Hanson, T. L., Austin, G. A., & Lee-Bayha, J. (2004). *Ensuring that No Child is Left Behind: How are Student Health Risks & Resilience Related to the Academic Progress of Schools*. San Francisco: WestEd.

AGENDA ITEM 12.0 REPORT: Budget Revise

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. A. Harte, Chief Business 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

GOLD TRAIL UNION SCHOOL DISTRICT 2017/18 June Estimates GENERAL FUND BUDGET* MULTI-YEAR PROJECTIONS	2017-18	2018/19			2019/20			2020/21		
	ESTIMATED ACTUALS BUDGET	ADOPTED BUDGET	45 Day Revise	CHANGE	PROJECTED BUDGET	45 Day Revise	CHANGE	PROJECTED BUDGET	45 Day Revise	CHANGE
REVENUE: FUNDED ADA	675	675	677	2	653	653	0	636	636	0
LCFF	5,523,943	5,846,986	5,898,768	51782	5,782,305	5,975,483	193178	5,863,728	5,915,503	51775
Federal Revenue	111,543	92,721	92,721	0	86,913	86,913	0	81,913	81,913	0
Other State Revenue	477,870	608,945	490,189	(118756)	369,980	369,980	0	363,437	363,437	0
Local Revenue	382,961	316,237	316,237	0	315,389	315,389	0	314,855	314,855	0
TOTAL REVENUE	6,496,317	6,864,889	6,797,915	(66,972)	6,554,587	6,747,765	193,178	6,623,933	6,675,708	51,775
EXPENDITURES:										
Certificated Salaries	2,561,372	2,628,231	2,628,231	0	2,605,223	2,605,223	0	2,610,257	2,610,257	0
Classified Salaries	1,317,939	1,353,570	1,353,570	0	1,390,302	1,390,302	0	1,409,097	1,409,097	0
Benefits	1,532,119	1,652,962	1,652,962	0	1,744,728	1,744,728	0	1,843,928	1,843,928	0
Books & Supplies	247,327	336,924	336,924	0	372,253	372,253	0	278,078	278,078	0
Services/Operating	654,837	624,032	624,032	0	626,900	626,900	0	681,214	681,214	0
Capital Outlay	254	215,554	215,554	0	257	257	0	262	262	0
Net transfers(In)/Out	87,103	69,614	69,614	0	122,130	122,130	0	96,205	96,205	0
Reductions Needed	0	0	0	0	0	0	0	(275,000)	(100,000)	175,000
TOTAL EXPENSES/TRANSFERS OUT	6,400,951	6,880,887	6,880,887	0	6,861,793	6,861,793	0	6,644,041	6,819,041	175,000
NET INCREASE (DECREASE)	95,366	(15,998)	(82,972)	(111,364)	(307,206)	(114,028)	193,178	(20,108)	(143,333)	287,098
BEGINNING FUND BALANCE	519,903	615,267	615,267	-	599,269	532,295	(66,974)	292,063	418,267	(307,206)
PROJECTED END FUND BALANCE	615,267	599,269	532,295	(66,974)	292,063	418,267	126,204	271,955	274,934	(20,108)
REQUIRED EUR	258,000	277,500	276,000	(1,500)	275,000	275,000	0	266,000	273,000	(9,000)
FUND 17 BALANCE	112,561	78,122	78,122	0	98,122	98,122	0	98,122	98,122	0
FUND 40 BALANCE	70,517	80,517	80,517	0	90,517	90,517	0	90,517	90,517	0

2018/19 Adopted Budget Assumptions

LCFF includes 3.7% COLA, 24% EPA and DOF GAP funding of 100%
Federal categoricals: Title 1 \$31.6K, Title II \$7K, REAP \$0, Special Ed \$52K & \$0K Forest Reserves
State categoricals: Lottery/Prop 20= \$100K/32K, No Prop 39 \$0, Mandate Cost Block Grant \$19K, \$113K one time, ERMHS \$31K
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
Salary/benefits: Staffing FTE's remain constant, STRS/PERS increase \$73/\$47K and retirement incentives of \$46K
Books, supplies & serv: textbook \$75K, Bus Replacement \$50K, \$10K Board Election, \$265k Prop 39, Technology \$20K, FD 17/40 \$20K/\$10K

2019/20 Projected Budget Assumptions

LCFF includes 2.57% COLA, 24% EPA and DOF recommended GAP funding of 100%
Federal categoricals: Title 1 \$30K, Title II \$6K, REAP \$0K, Special Ed \$49K & \$1 Forest Reserves
State categoricals: Lottery/Prop 20= \$99K/\$30K, No Prop 39 \$0, Mandate Cost Block Grant \$19K, ERMHS \$29K
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
Salary/benefits: Staffing FTE's reduced by 1 Certificated FTE, STRS/PERS increase \$52K/\$44K and retirement incentives of \$36K
Books, supplies & services are curriculum adop \$100K, Technology \$5K, less one time, FD 17/40 \$20/\$10K

2020/21 Projected Budget Assumptions

LCFF includes 2.67% COLA, 24% EPA and DOF recommended GAP funding of 100%
Federal categoricals: Title 1 \$28K, Title II \$5K, REAP \$0K, Special Ed \$47K & \$1 Forest Reserves
State categoricals: Lottery/Prop 20= \$96K/\$30K, No Prop 39 \$0, Mandate Cost Block Grant \$18K, ERMHS \$26K
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
Salary/benefits: Staffing FTE's remain constant, STRS/PERS increase \$47/\$56K and retirement incentives of \$18K
Books, supplies & services are 19/20, less curriculum adop, FD 17/40 \$0/\$0K

AGENDA ITEM 13.0

Consent

President Script:

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

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

- .1 **Meeting Minutes** (*Board Bylaw 9324*)
Regular Meeting of June 14, 2018
Regular Meeting of June 21, 2018
The Board will take action to approve the Minutes.
- .2 **Warrants** (*Board Policy 3314*)
The Board will take action to approve the expenditures.
- .3 **Personnel**
Hiring
J. Hoyt, Teacher Associate, 6.0 hours per day, effective 2018-19 school year
Leave of Absence
C Fanning, Teacher Associate, 5.0 hours per day, effective 2018-19 school year
C Fanning, Playground Monitor, 1.0 hours per day, effective 2018-19 school year
N. Tilford, Playground Monitor, 1.75 hours per day, 4 days per week, effective 2018-19 school year
Resignation
D. Edney, Instructor: Enrichment—Spelling Bee, effective 2018-19 school year
J. Hoyt, Teacher Associate, Deaf and Hard of Hearing, 6.0hours per day, effective 2018-19 school year
The Board will take action to approve the personnel activity.
- .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 2018-19**
The Board will approve the contract between Action Supportive Care Services and the Gold Trail Union School District for contingency medical services for the 2018-19 school year.
- .8 **Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2018-19**
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 2018-19 school year.

.9 Resolution 2018-19: 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.

.10 Athletic Team Coach Certification

The Board will certify the report stating that requirements of the California Code of Regulations, Title 5, section 5593, have been met.

President Script:

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

NOTES

PULL (If Applicable)

<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

13.1 Meeting Minutes (*Board Bylaw 9324*)
Regular Meeting of June 14, 2018
Regular Meeting of June 21, 2018

BACKGROUND

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

ATTACHMENTS

- **Minutes: Regular Meeting of June 14, 2018**
- **Minutes: Regular Meeting of June 21, 2018**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will take action to approve the Minutes.

NOTES

If pulled from Consent

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

Gold Trail Union School District



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Julie Bauer
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Fax 1.530.626.3199
Scott Lyons
Superintendent/Principal

Gold Trail School (4-8)
889 Cold Springs Road
Placerville, CA 95667
1.530.626.2595
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Boyd Holler
Principal

*An Equal Opportunity
Employer*

BOARD OF TRUSTEES

Regular and Closed Session Meeting

Thursday, June 14, 2018

OPEN AND CLOSED SESSION MINUTES

1. CALL TO ORDER

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

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

Members absent: M. Howser

2. PUBLIC SESSION

J. Barbieri, president, 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, and D. Lander

NOES: None

ABSENCES: M. Howser

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: 2018-19 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: 2018-19 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: 2018-19 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.

8. PUBLIC HEARING: Resolution 2018-19 Education Protection Account /Proposition 30

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

9. RECOGNITION:

The Board recognized Intel Corporation and Mountain Enterprises for their continued support of the District technology program and the sports program, respectively.

10. REPORT: 2017-18 Independent Study

Per Board Policy 6158, Scott Lyons, superintendent, brought forward the annual report to the Board.

11. REPORT: 2018-19 Local Control Accountability Plan (LCAP)

Per Board Policy 0460, Scott Lyons, superintendent, presented the proposed 2018-19 LCAP for review.

12. REPORT: 2018-19 Proposed Budget

Per Board Policy 3100, Aidan Hart, Chief Fiscal Officer, presented the proposed 2018-19 budget for review.

13. CONSENT ITEM

.1 Meeting Minutes (*Board Bylaw 9324*)

Regular Meeting of May 10, 2018

.2 Warrants (*Board Policy 3314*)

.3 Personnel

Hiring

T. Aguilar, Teacher in Charge (Gold Trail School), effective 2018-19 school year

C. Bruns, Teacher in Charge (Sutter's Mill School), effective 2018-19 school year

G. Cain, Director: Honor Band, effective 2018-19 school year

G. Cain, Director: Jazz Band, effective 2018-19 school year

G. Cain, Instructor: Enrichment (Drum Line), effective 2018-19 school year

S. Canfield, Athletic Coach: Cross Country, effective 2018-19 school year

D. Edney, Instructor: Enrichment (Spelling Bee, grade 3), effective 2017-18 school year

A. Garcia, Athletic Coach: Track, effective 2018-19 school year

A. Garcia, Independent Study Administrator/Monitor, effective 2018-19 school year

J. Hanks, Athletic Coach, Wrestling, effective 2018-19 school year

D. Hornsby, Athletic Coach: Cross Country, effective 2018-19 school year

L. Kramer, Athletic Coach, 7 girls' volleyball, effective 2018-19 school year

L. Kramer, Athletic Coach, 8 girls' volleyball, effective 2018-19 school year

D. Lulla, Webmaster, effective 2018-19 school year

R. Memeo, Director: Special Education Services, effective 2018-19 school year

R. Memeo, Athletic Coach: 7 girls' basketball, effective 2018-19 school year

R. Memeo, Athletic Coach: 8 girls' basketball, effective 2018-19 school year

R. Memeo, Athletic Coach: 7 boys' volleyball, effective 2018-19 school year

R. Memeo, Athletic Coach: 8 boys' volleyball, effective 2018-19 school year

S. Morgan, Advisor: Living History Junior Docents, effective 2018-19 school year

J. Nixon, Consultant: Gate, effective 2018-19 school year

J. Perez, Advisor: CJSF, effective 2018-19 school year
J. Perez, Advisor: Student Activities, effective 2018-19 school year
J. Perez, Advisor: Athletic Coach, Track, effective 2018-19 school year
J. Perez, Advisor: Director, Athletic, effective 2018-19 school year
C. Romig, Instructor: Enrichment (Odyssey of the Mind Coach), effective 2018-19 school year
C. Romig, Instructor: Enrichment (Odyssey of the Mind Coordinator), effective 2018-19 school year
L. Spies, Food Service Supervisor, 1.0 FTE, 10.5 months per year, effective 2017-18 school year

Resignation

L. Spies, Food Service Coordinator, 1.0 FTE, 10.5 month per year, effective 2017-18 school year.

M. Webb, Playground Monitor, 1.75 hours per day, effective June 7, 2018

M. Webb, Teacher Associate, 2.5 hours per day, effective June 7, 2018

.4 Consolidated Application and Reporting System (CARS) Spring 2018 Data Collection

.5 2018-19 El Dorado County Office of Education Agreement for County School Services to School Districts

.6 Job Description: Educationally Related Mental Health Counselor

.7 Memorandum of Understanding Re: Library Services

MOTION WAS MADE by S. Hennike 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, and D. Lander

NOES: None

ABSENCES: M. Howser

ABSTENSIONS: None

MOTION CARRIED

14. ACTION ITEM: 2018-19 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, and D. Lander

NOES: None

ABSENCES: M. Howser

ABSTENSIONS: None

MOTION CARRIED

15. ACTION ITEM: 2018-19 Transportation Vehicle Maintenance Agreement with Buckeye Union School District

MOTION WAS MADE by D. Lander and duly seconded by J. Bauer to approve the agreement, and the vote was as follows:

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

NOES: None

ABSENCES: M. Howser

ABSTENSIONS: None

MOTION CARRIED

16. ACTION ITEM: Resolution 2017-18: 06-01, Education Protection Act (EPA) Expenditure Plan for 2018-19

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

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

NOES: None

ABSENCES: M. Howser

ABSTENSIONS: None

MOTION CARRIED

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

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

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

NOES: None

ABSENCES: M. Howser

ABSTENSIONS: None

MOTION CARRIED

18. DISCUSSION ITEM: Administrative Reports

The Board members and administration reported on District activities.

19. CLOSED SESSION OPEN HEARING

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

20. CLOSED SESSION

The Board adjourned to Closed Session at 7:00 p.m.

.1 PERSONNEL

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

Closed session attendants: Board members and Superintendent S. Lyons

21. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE

The Board reconvened Public Session at 7:45 p.m. The Board conducted the annual superintendent evaluation.

22. FUTURE REGULAR MEETING SCHEDULE

Date: Thursday, June 21, 2018 Time: 6:00 p.m. Location: Gold Trail School Library

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

Budget Adoption (Annual)

Local Control Accountability Plan (LCAP) Adoption (Annual)

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

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There being no further business to come before the Board, MOTION WAS MADE by J. Barbieri and duly seconded by J. Bauer and carried to adjourn the meeting 7:46 p.m. and the vote was as follows:

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

NOES: None

ABSENCES: M. Howser

ABSTENSIONS: None

MOTION CARRIED

J. Barbieri, President

S. Lyons, Secretary

Gold Trail Union School District

BOARD OF TRUSTEES

Regular and Closed Session Meeting

Thursday, June 21, 2018

OPEN AND CLOSED SESSION MINUTES



District Office

1575 Old Ranch Road
Placerville, CA 95667
1.530.626.3194
Fax 1.530.626.3199
Scott Lyons
Superintendent

Board of Trustees

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

Sutter's Mill School (K-3)

4801 Luneman Road
Placerville, CA 95667
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Scott Lyons
Superintendent/Principal

Gold Trail School (4-8)

889 Cold Springs Road
Placerville, CA 95667
1.530.626.2595
Fax 1.530.626.3289
Boyd Holler
Principal

An Equal Opportunity
Employer

1. CALL TO ORDER

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

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

Members absent: None

2. PUBLIC SESSION

J. Barbieri, president, led the flag salute.

3. ACTION ITEM: Adoption of Agenda

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

AYES: Trustees J. Barbieri, J. Bauer, 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. CONSENT ITEM

.1 Warrants (*Board Policy 3314*)

.2 Personnel

Hiring

T. Hanks, Teacher—Extended School Year, 4.5 hours per day, June 25,-July 6, 2018

R. Memeo, Teacher—Extended School Year, 4.5 hours per day, June 11-June 22, 2018

.3 Second Reading of Board Policies, Administrative Regulations and Board Bylaws

BP 0410, Nondiscrimination in District Programs and Activities (BP revised)

E 0420.41, Charter School Oversight (E revised)

BP/AR 3514, Environmental Safety (BP/AR revised)

BP 3514.1, Hazardous Substances (BP revised)

BP/AR 3516, Emergencies and Disaster Preparedness Plan (BP/AR revised)
AR 3541, Transportation Routes and Services (AR revised)
BP/AR 4158/ 4258/4358, Employee Security (BP/AR revised)
BP/AR 4161.9/4261.9/4361.9, Catastrophic Leave Program (BP/AR revised)
BP/AR 5111, Admission (BP/AR revised)
BP/AR 5111.1, District Residency (BP/AR revised)
BP/AR 5125, Student Records (BP/AR revised)
AR/E 5125.1, Release of Directory Information (AR/E revised)
BP 5131.2, Bullying (BP revised)
BP/AR 5145.13, Response to Immigration Enforcement (BP/AR new/added)
BP/AR 5145.3, Nondiscrimination/Harassment (BP/AR revised)
BP 5145.9, Hate Motivated Behavior (BP revised)
BP 6161.3, Toxic Art Supplies (BP deleted)

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

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

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

6. ACTION ITEM: 2018-19 Local Control Accountability Plan

MOTION WAS MADE by J. Bauer and duly seconded by D. Lander 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: 2018-19 Budget

MOTION WAS MADE by D. Lander and duly seconded by S. Hennike 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: Superintendent's Employment Agreement: S. Lyons

MOTION WAS MADE by J. Barbieri and duly seconded by J. Bauer to amend item 3, Salary, paragraph 3, to read "The annual salary shall be one hundred twenty one thousand eight hundred dollars (\$121,800.00) (effective July 1, 2018) per year for the term of this Agreement. In addition, the superintendent shall receive a one-time payment of eighteen hundred dollars (\$1800.00), such payment to be made in July 2018" and to approve the balance of the agreement 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

9. FUTURE REGULAR MEETING SCHEDULE

Date: Thursday, August 9, 2018 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 Kids Survey Results (Prior Year) (Annual)
- Classroom Teacher Assignments (Annual)
- District Representatives to Employee Negotiations (Annual)
- Food Services Report (Prior Year) (Annual)
- NPS Services Contracts (including nursing services), if applicable
- Williams Act Uniform Complaint Procedures Quarterly Report

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

There being no further business to come before the Board, MOTION WAS MADE by J. Barbieri and duly seconded by M. Howser and carried to adjourn the meeting 6:06 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

J. Barbieri, President

S. Lyons, Secretary

AGENDA ITEM Consent

13.2 Warrants (*Board Policy 3314*)

BACKGROUND

The warrants are included for Board review and approval.

ATTACHMENTS

➤ **Warrants**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

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

RECOMMENDATION

The Board will take action to approve the expenditures.

NOTES

If pulled from Consent

<i>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>	

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/22/2018

06/22/18 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8037 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
80599828	101625/	TERRY AGUILAR													
		PV-180673		01-0000-0-4300-1110-1000-003-0300-53-000										CLASSROOM SUPPLIES	131.52
														WARRANT TOTAL	\$131.52
80599829	008233/	AMERICAN FIDELITY ASSURANCE													
		PV-180674		01-0000-0-9582-0000-0000-000-0000-00-000										B762953 JUNE 2018	469.60
														WARRANT TOTAL	\$469.60
80599830	007568/	AMERICAN FIDELITY ASSURANCE CO													
		PV-180675		01-0000-0-9582-0000-0000-000-0000-00-000										1583550A JUNE 2018	500.00
														WARRANT TOTAL	\$500.00
80599831	000623/	ARNOLDS FOR AWARDS													
		PV-180676		01-0000-0-4300-0000-2700-003-0000-00-000										81649 GRADUATION AWARDS	48.26
														WARRANT TOTAL	\$48.26
80599832	100716/	AT&T													
		PV-180677		01-0000-0-5901-0000-2700-003-1210-00-000										11423819 GT	14.14
				01-0000-0-5901-0000-7200-000-1210-00-000										11423818 D O	61.12
														WARRANT TOTAL	\$75.26
80599833	081546/	KATHLEEN AYRE													
		PV-180678		01-0000-0-4300-1110-1000-002-0300-51-000										CLASSROOM SUPPLIES	459.77
														WARRANT TOTAL	\$459.77
80599834	101958/	BETH DISBRO BATH													
		PV-180679		13-5310-0-8634-0000-0000-003-0000-00-000										REFUND CAFE BALANCE 8TH GR	13.75
														WARRANT TOTAL	\$13.75
80599835	101785/	BLACK OAK MINE UNIFIED SCH DIS													
	185098	PO-180098	1.	01-6512-0-5800-5770-1120-000-0000-00-000										180028 STU MENTAL HLTH SVCES	6,098.74
														WARRANT TOTAL	\$6,098.74
80599836	100513/	BUCKEYE UNION SCHOOL DISTRICT													
	185043	PO-180043	1.	01-0000-0-5600-0000-3600-000-0000-00-000										180156 BUS REPAIRS/MAINT	1,506.51
														WARRANT TOTAL	\$1,506.51

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8037 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
80599837	101505/	SARAH CANFIELD													
		PV-180680		01-0000-0-4300-1110-1000-003-0300-77-000										CLASSROOM SUPPLIES	156.42
														WARRANT TOTAL	\$156.42
80599838	000073/	CHEVRON & TEXACO													
		PV-180699		01-0000-0-4370-0000-3600-000-0000-00-000										6000917515 TRANSP FUEL	20.98
				13-5310-0-4370-0000-3700-000-0000-00-000										6000917515 CAFE FUEL	12.50
														WARRANT TOTAL	\$33.48
80599839	101891/	COOLE SCHOOL													
	185136	PO-180135	1.	01-1100-0-4300-1110-1000-002-0000-00-000										180606 SM STUDENT PLANNERS	484.67
														WARRANT TOTAL	\$484.67
80599840	005954/	DEPARTMENT OF JUSTICE													
		PV-180681		01-0000-0-5812-0000-7200-000-0000-00-000										305764 MAY 2018	98.00
														WARRANT TOTAL	\$98.00
80599841	009873/	KEVEN DUNN													
		PV-180682		01-0000-0-4300-0000-2700-002-0000-22-000										SM FIELD DAY SUPPLIES	147.80
				01-0000-0-4300-1110-1000-002-0300-90-000										SM P E SUPPLIES	1,244.67
				01-0000-0-5210-1110-1000-000-0000-00-000										P E MILEAGE JAN 2018	37.06
				01-0000-0-5210-1110-1000-000-0000-00-000										P E MILEAGE FEB 2018	41.42
				01-0000-0-5210-1110-1000-000-0000-00-000										P E MILEAGE MAR 2018	39.24
				01-0000-0-5210-1110-1000-000-0000-00-000										P E MILEAGE APR 2018	43.60
				01-0000-0-5210-1110-1000-000-0000-00-000										P E MILEAGE MAY 2018	47.96
				01-0000-0-5210-1110-1000-000-0000-00-000										P E MILEAGE JUN 2018	10.90
														WARRANT TOTAL	\$1,612.65
80599842	101554/	BARBARA DYER													
		PV-180683		01-0000-0-4300-1110-1000-002-0300-61-000										CLASSROOM SUPPLIES	288.54
														WARRANT TOTAL	\$288.54
80599843	101941/	MARK EGBERT													
		PV-180684		01-1100-0-4300-1110-4100-003-0602-03-000										OOTM WORLD COMP SUPPLIES	297.97

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8037 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						\$297.97
80599844	000126/	EL DORADO COUNTY OFFICE				
		PV-180685	01-0000-0-5809-0000-3600-000-0000-00-000	181071	RNDM DRG TST APR 2018	71.42
			01-6500-0-5809-5770-1120-000-0000-00-000	181071	1-1 AIDES APR 2018	1,054.69
			WARRANT TOTAL			\$1,126.11
80599845	000429/	EL DORADO COUNTY SHERIFF				
		PV-180686	01-0000-0-5800-0000-8100-002-0000-00-000	PERMIT #3113	SM RENEWAL	25.00
			WARRANT TOTAL			\$25.00
80599846	101745/	FASTRAK				
		PV-180687	01-0000-0-5210-1110-1000-003-0108-00-000	1691736365885	BUS TOLL SF FT	7.75
			01-0000-0-5210-1110-1000-003-0108-00-000	1691736373229	BUS TOLL SF FT	7.75
			WARRANT TOTAL			\$15.50
80599847	101708/	GROWING HEALTHY CHILDREN				
		PV-180688	01-6500-0-5806-5770-1120-000-0000-00-000	GTUSD_1805	OT SVCS MAY 2018	577.50
			WARRANT TOTAL			\$577.50
80599848	100616/	MARTA HARRIS				
		PV-180689	01-0000-0-4300-1110-1000-003-0300-64-000	CLASSROOM	SUPPLIES	422.57
			01-0000-0-4300-1110-1000-003-0300-64-000	CLASSROOM	SUPPLIES	84.31
			WARRANT TOTAL			\$506.88
80599849	101939/	ALEXANDRA HARTLEY				
		PV-180690	01-0000-0-4300-1110-1000-002-0300-65-000	CLASSROOM	SUPPLIES	22.78
			WARRANT TOTAL			\$22.78
80599850	101149/	MARY JAMES				
		PV-180691	01-0000-0-4300-1110-1000-002-0300-56-000	CLASSROOM	SUPPLIES	51.74
			WARRANT TOTAL			\$51.74
80599851	101959/	ANDREA JONES				
		PV-180692	01-0000-0-5800-1110-1000-003-0108-00-000	DJ/LIGHTING	8TH GR GRAD DANCE	700.00
			WARRANT TOTAL			\$700.00

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8037 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
80599852	101691/	KERRY KOENIG													
		PV-180693		01	0000	0-5210	1110	1000	003	0108	00	000		TCHR MEALS 8TH GR SF FT	45.63
														WARRANT TOTAL	\$45.63
80599853	100979/	DANNY LULLA													
		PV-180694		01	0000	0-4300	1110	1000	003	0300	70	000		CLASSROOM SUPPLIES	21.43
														WARRANT TOTAL	\$21.43
80599854	082690/	DEBBI MATYAC													
		PV-180695		01	0000	0-4300	1110	1000	002	0200	00	000		KINDER SPECIAL PROJECTS	373.97
				01	0000	0-4300	1110	1000	002	0300	47	000		KINDER CLASS SUPPLIES	92.72
				01	0000	0-4300	1110	1000	002	0306	00	000		KINDER BEAUTIFICATION	97.47
				01	0600	0-4300	1110	1000	002	0000	03	000		GESELL SCREENINIG MATERIALS	125.05
				01	6300	0-4100	1110	1000	002	0000	00	000		KINDER CURRICULUM	66.75
				01	6300	0-4100	1110	1000	002	0000	00	000		KINDER CURRICULUM	310.84
														WARRANT TOTAL	\$1,066.80
80599855	100834/	MARGARET MOORE													
		PV-180696		01	0000	0-4300	0000	3140	000	0000	00	000		NURSE ROOM SUPPLIES	14.20
														WARRANT TOTAL	\$14.20
80599856	100811/	MOTHER LODE REHABILITATION ENT													
		PV-180697		01	0000	0-4300	0000	7200	000	0000	00	000		124230 CONFIDENTIAL SHREDDING	164.00
														WARRANT TOTAL	\$164.00
80599857	101623/	KATY MULLIGAN													
		PV-180698		01	0000	0-4300	1110	1000	003	0300	71	000		CLASSROOM SUPPLIES	34.79
														WARRANT TOTAL	\$34.79
80599858	021298/	THERESA ORIO													
		PV-180708		01	0000	0-4300	0000	7100	000	0000	00	000		BOARD/AUDITOR SUPPLIES	105.39
														WARRANT TOTAL	\$105.39
80599859	000232/	PACIFIC GAS & ELECTRIC COMPANY													
		PV-180700		01	0000	0-5540	0000	8100	003	0000	00	000		1274317581-7 GT STREET LIGHTS	42.43

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8037 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						\$42.43
80599860	101957/	STEPHEN PATUREL				
		PV-180701	01-0000-0-4300-1110-1000-003-0000-33-000	EAGLE SCOUT PRJCT RM 12 FISH		138.10
			WARRANT TOTAL			\$138.10
80599861	020926/	PITNEY BOWES GLOBAL FINANCIAL				
		PV-180702	01-0000-0-5902-0000-2700-000-0000-00-000	3102203042 PSTG MTR LEASE		307.78
			WARRANT TOTAL			\$307.78
80599862	101880/	LAUREN PITTMAN				
		PV-180703	01-0000-0-4300-1110-1000-003-0300-76-000	5TH GR WATER DAY SUPPLIES		45.35
			WARRANT TOTAL			\$45.35
80599863	100364/	PLACERVILLE POLARIS INC				
		PV-180704	01-0000-0-4300-0000-8100-002-0000-00-000	56721 SM WEED EATER SUPPLIES		88.97
			01-0000-0-4300-0000-8100-003-0000-00-000	56261 GT MOWER PARTS		13.77
			WARRANT TOTAL			\$102.74
80599864	101709/	REBECCA POULSEN				
		PV-180705	01-0000-0-4300-1110-1000-003-0108-00-000	8TH GR SF FT SUPPLIES		11.78
			01-0000-0-4300-1110-1000-003-0300-63-000	CLASSROOM SUPPLIES		273.99
			01-0000-0-4300-1110-1000-003-0300-63-000	CLASSROOM SUPPLIES		527.99
			01-0000-0-5210-1110-1000-003-0108-00-000	TCHR MEAL 8TH GR SF FT		21.65
			WARRANT TOTAL			\$835.41
80599865	101791/	WENDI ROBERTS				
		PV-180706	01-0000-0-4300-1110-1000-003-0108-00-000	8TH GR GRAD DANCE SUPPLIES		876.37
			WARRANT TOTAL			\$876.37
80599866	101569/	CHERYL ROMIG				
		PV-180707	01-0000-0-4300-1110-1000-003-0300-62-000	CLASSROOM SUPPLIES		30.07
			01-0000-0-4300-1110-1000-003-0300-62-000	CLASSROOM SUPPLIES		147.27
			WARRANT TOTAL			\$177.34

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8037 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		
80599867	000895/	SCHOOL SERVICES OF CALIFORNIA				
	185002	PO-180002	1. 01-0000-0-5800-0000-7200-000-0000-00-000	0115802-IN MAY BDGT SVCS		59.00
			WARRANT TOTAL			\$59.00
80599868	004234/	SKI AIR INCORPORATED				
		PV-180709	01-8150-0-5600-0000-8100-003-0000-00-000	SW34085 GT MP RM/RM 3 HVAC REP		176.00
			WARRANT TOTAL			\$176.00
80599869	101479/	JENNA STIGALL				
		PV-180710	01-0000-0-4300-1110-1000-002-0300-59-000	CLASSROOM SUPPLIES		26.99
			01-0000-0-4300-1110-1000-002-0300-59-000	CLASSROOM SUPPLIES		257.75
			WARRANT TOTAL			\$284.74
80599870	101412/	TCG ADMINISTRATORS				
		PV-180711	01-0000-0-5800-0000-7200-000-0000-00-000	156175 ADMIN FEE MAY 2018		26.00
			WARRANT TOTAL			\$26.00
80599871	101700/	DEBORAH VALLADON-HORNSBY				
		PV-180712	01-0000-0-4300-1110-1000-003-0104-00-000	4TH GR FIELD TRIP SUPPLIES		222.49
			01-0000-0-4300-1110-1000-003-0300-75-000	CLASSROOM SUPPLIES		11.95
			01-0000-0-4300-1110-1000-003-0300-75-000	CLASSROOM SUPPLIES		1,252.69
			01-6300-0-4100-1110-1000-003-0000-00-000	4TH GR SCIENCE CURRICULUM		40.75
			01-6300-0-4100-1110-1000-003-0000-00-000	4TH GR SPANISH LANG CURRICULUM		25.98
			WARRANT TOTAL			\$1,553.86
80599872	101027/	MICHELE WAGSTROM				
		PV-180713	01-0000-0-4300-0000-7200-000-0000-00-000	D O SUPPLIES		8.97
			13-5310-0-4700-0000-3700-000-0800-00-000	EXT DAY SUPPLIES		26.36
			WARRANT TOTAL			\$35.33
80599873	101875/	JENNIFER WHITMORE				
		PV-180714	01-0000-0-4300-1110-1000-003-0104-00-000	4TH GR FIELD TRIP SUPPLIES		93.29
			01-6300-0-4100-1110-1000-003-0000-00-000	4TH GR SCIENCE CURRICULUM		160.00

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/22/2018

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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8037 GTUSD ACCOUNTS PAYABLE

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

WARRANT TOTAL																	\$253.29
80599874	101522/	WILKINSON PORTABLES INC															
		PV-180715						01-0000-0-5800-1110-1000-003-0104-00-000								101839 SVCS FOR 4TH GR FT	80.00
WARRANT TOTAL																	\$80.00
80599875	101636/	AMY YOST															
		PV-180716						01-0000-0-5210-1110-1000-003-0108-00-000								TEACHER MEALS 8TH GR SF FT	66.93
								01-4035-0-5200-1110-1000-003-0000-00-000								STUDENT MOTIVATION WORKSHOP	149.00
WARRANT TOTAL																	\$215.93
*** BATCH TOTALS ***			TOTAL NUMBER OF CHECKS:				48	TOTAL AMOUNT OF CHECKS:				\$21,962.56*					
			TOTAL ACH GENERATED:				0	TOTAL AMOUNT OF ACH:				\$.00*					
			TOTAL EFT GENERATED:				0	TOTAL AMOUNT OF EFT:				\$.00*					
			TOTAL PAYMENTS:				48	TOTAL AMOUNT:				\$21,962.56*					
*** DISTRICT TOTALS ***			TOTAL NUMBER OF CHECKS:				48	TOTAL AMOUNT OF CHECKS:				\$21,962.56*					
			TOTAL ACH GENERATED:				0	TOTAL AMOUNT OF ACH:				\$.00*					
			TOTAL EFT GENERATED:				0	TOTAL AMOUNT OF EFT:				\$.00*					
			TOTAL PAYMENTS:				48	TOTAL AMOUNT:				\$21,962.56*					

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8038 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		
80601093	002668/	AMERICAN RED CROSS				
		PV-180717	01-0000-0-4300-0000-3140-000-0000-00-000	22116143	CPR/AED/FIRST AIDE CL	292.00
			WARRANT TOTAL			\$292.00
80601094	100912/	BANK OF AMERICA				
		PV-180737	01-0000-0-4300-0000-2700-002-0000-22-000	SM PARENT MEETING SUPPLIES		40.25
			01-0000-0-4300-0000-2700-002-0000-22-000	SM OPEN HOUSE SUPPLIES		27.10
			01-0000-0-4300-0000-2700-003-0000-00-000	GT OPEN HOUSE SUPPLIES		62.96
			01-0000-0-4300-0000-2700-003-0000-00-000	GT GRAD SUPP LESS RETURN		34.67
			01-0000-0-4300-0000-7200-000-0000-00-000	D O SUPPLIES		14.62
			01-0000-0-4300-0000-7200-000-0000-00-000	MANAGEMENT MEETING SUPPLIES		51.90
			01-0000-0-4300-0000-8100-003-0000-00-000	GT MAINT SUPPLIES		106.37
			01-0000-0-4300-0000-8100-003-0000-00-000	GT MAINTENANCE SUPPLIES		672.52
			01-0000-0-4300-1110-1000-002-0300-60-000	BRAITHWAITE CLSRM SUPPLIES		7.45
			01-0000-0-4300-1110-1000-002-0300-73-000	SWANEY CLSRM SUPPLIES		74.02
			01-0000-0-4300-1110-1000-002-0300-73-000	SWANEY CLSRM SUPPLIES		86.01
			01-0000-0-4300-1110-1000-003-0000-33-000	GT RECESS BALL PUMP		19.21
			01-0000-0-4370-0000-8100-000-0000-00-000	MAINTENANCE FUEL		130.81
			01-0000-0-4370-0000-8100-000-0000-00-000	GT MAINTENANCE FUEL		85.02
			01-0000-0-4400-0000-8100-003-0462-00-000	GT STU BATHROOM REMODEL EXP		1,876.21
			01-0000-0-5210-1110-1000-003-0108-00-000	8TH GR SF FT DRIVER MEALS		85.14
			01-0000-0-5210-1110-1000-003-0108-00-000	8TH GR SF FT BUS PARKING		80.00
			01-0000-0-5835-1110-1000-002-0102-00-000	2ND GR ADMIT HAMBRGR FARM		187.50
			01-0600-0-4300-1110-1000-002-0600-03-000	SAGE MAP CONTEST SUPPLIES		39.36
			01-1100-0-4300-1110-1000-002-0000-00-000	18/19 KINDER CLSRM SUPPLIES		137.10
			01-4035-0-5200-0000-7200-000-0000-00-000	2018/19 LYONS ALICE TRAINING		595.00

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EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
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DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8038 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		
			01-4035-0-5200-1110-1000-003-0000-00-000	ROMIG STEAM SYMPOSIUM 18/19		340.00
			WARRANT TOTAL			\$4,753.22
80601095	101785/	BLACK OAK MINE UNIFIED SCH DIS				
	185098	PO-180098	1. 01-6512-0-5800-5770-1120-000-0000-00-000	180030 MENTAL HLTH THERAPIST		9,790.42
			WARRANT TOTAL			\$9,790.42
80601096	101905/	MISTY COOPER				
		PV-180718	01-0000-0-4300-1110-1000-003-0108-00-000	GT 8TH GR GRAD DANCE EXPS		143.66
			WARRANT TOTAL			\$143.66
80601097	004320/	D & D SUPPLY				
		PV-180719	01-0000-0-4300-0000-8100-003-0462-00-000	HLKP06 GT STU RSTRM REMODEL		15.32
			WARRANT TOTAL			\$15.32
80601098	101618/	DE LAGE LANDEN				
	185037	PO-180037	1. 01-1100-0-5600-1110-1000-003-1210-00-000	59692016 GT COPIER LEASE		157.66
		PV-180720	01-0000-0-7439-0000-9100-000-1210-00-000	59661745 D O COPIER LEASE		241.19
			01-0000-0-7439-0000-9100-002-1210-00-000	59661745 SM COPIER LEASE		196.33
			WARRANT TOTAL			\$595.18
80601099	101642/	MAUREEN DODSON				
		PV-180721	01-0000-0-5210-1110-1000-000-0000-00-000	MILEAGE JUNE 2018		13.73
			WARRANT TOTAL			\$13.73
80601100	101604/	E3 HCI AUDIOMETRICS				
	185132	PO-180131	1. 01-0000-0-5600-0000-3140-000-0000-00-000	1122201 CALIBRATE AUDIOMETER		75.00
			WARRANT TOTAL			\$75.00
80601101	000126/	EL DORADO COUNTY OFFICE				
		PV-180722	01-0000-0-5809-0000-7700-000-1210-00-000	181138 NETWORK IT SVCS APRIL		228.00
			01-0000-0-5809-0000-7700-000-1210-00-000	181145 NETWORK IT SVCS MAY		741.00
			01-0000-0-5812-0000-7200-000-0000-00-000	181152 FINGERPRINTING MAY 2018		56.00
			01-6500-0-5809-5770-1120-000-0000-00-000	181113 1-1 AIDES MAY/JUN 2018		1,176.35

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8038 GTUSD ACCOUNTS PAYABLE

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

WARRANT TOTAL										\$2,201.35
80601102	000738/	EL DORADO DISPOSAL								
		PV-180723				01-0000-0-5560-0000-8100-002-0000-00-000		172861277	SM	775.93
						01-0000-0-5560-0000-8100-003-0000-00-000		172861256	GT	921.67
						WARRANT TOTAL				\$1,697.60
80601103	000761/	FOLLETT SCHOOL SOLUTIONS INC								
	185120	PO-180119	1.			01-0600-0-4200-0000-2420-002-1205-00-000		846692F	SM LIBRARY BOOKS	86.00
						WARRANT TOTAL				\$86.00
80601104	100356/	GOLD TRAIL FEDERATION OF								
		PV-180724				01-0000-0-9573-0000-0000-000-0000-00-000		AFT DUES JUNE 2018		203.31
						WARRANT TOTAL				\$203.31
80601105	013628/	GOLD TRAIL SCH DIST*REVOLVING								
		RC-180001				01-0000-0-4300-0000-2700-003-0000-33-000				17.23
						01-0000-0-4300-0000-2700-003-0000-33-000				17.23
						01-0000-0-4300-0000-2700-003-0000-33-000				10.00
						01-0000-0-4300-0000-2700-003-0000-33-000				6.00
						01-0000-0-4300-1110-1000-003-0000-33-000				5.00
						01-0000-0-5902-0000-2700-000-0000-00-000				9.80
						13-5310-0-4700-0000-3700-000-0800-00-000				15.87
						WARRANT TOTAL				\$81.13
80601106	101921/	AIDAN HARTE								
		PV-180725				01-0000-0-5210-0000-7200-000-0000-00-000		CBO MILEAGE JUNE 2018		42.51
						WARRANT TOTAL				\$42.51
80601107	100904/	HILLYARD/SACRAMENTO								
	185140	PO-180136	1.			01-0000-0-4300-0000-8100-000-0000-00-000		603045619	SM MP RM FLR MAINT	581.36
						WARRANT TOTAL				\$581.36
80601108	000102/	HM RECEIVABLES CO LLC								
	185134	PO-180133	1.			01-6500-0-4300-5770-1120-003-0000-00-000		953792568	SP ED TSTNG MATERIAL	980.37

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8038 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						\$980.37
80601109	101124/	BOYD HOLLER				
		PV-180726	01-0000-0-5901-0000-2700-003-1210-00-000	CELL PHONE 3/18 - 6/18		320.00
			WARRANT TOTAL			\$320.00
80601110	101790/	REBECCA KALDUNSKI				
		PV-180727	01-1100-0-5210-1110-1000-003-0602-03-000	OOTM WLRD COMP STU EXPS		611.60
			WARRANT TOTAL			\$611.60
80601111	101314/	LEGALSHIELD				
		PV-180728	01-0000-0-9576-0000-0000-000-0000-00-000	126086 JUNE 2018		51.80
			WARRANT TOTAL			\$51.80
80601112	004317/	MAR/CAL				
		PV-180729	01-0000-0-4300-0000-2700-002-0000-22-000	MC8105-10 CUM FILES/HLTH INSRT		69.27
			WARRANT TOTAL			\$69.27
80601113	003269/	SANDI MORGAN				
		PV-180730	01-0000-0-4300-1110-1000-003-0104-00-000	4TH GR MISSION/PIONEER SUPPLIE		1,029.51
			WARRANT TOTAL			\$1,029.51
80601114	101961/	DARIN MORINO				
		PV-180731	01-0000-0-4300-1110-1000-003-0108-00-000	8TH GR GRAD DANCE SUPPLIES		473.68
			01-0000-0-5800-1110-1000-003-0108-00-000	8TH GR GRAD DANCE MAGICIAN		205.00
			WARRANT TOTAL			\$678.68
80601115	000232/	PACIFIC GAS & ELECTRIC COMPANY				
		PV-180732	01-0000-0-5540-0000-8100-000-0000-00-000	0991367996-6 EXT DAY		331.48
			01-0000-0-5540-0000-8100-002-0000-00-000	0991367996-6 SM		4,389.60
			01-0000-0-5540-0000-8100-003-0000-00-000	0991367996-6 GT		5,353.73
			WARRANT TOTAL			\$10,074.81
80601116	101222/	PREMIER CARPETS				
	185141	PO-180137	1. 01-0000-0-5800-0000-8100-002-0000-00-000	942602 SM SCHL CARPET CLEANING		3,000.00
			WARRANT TOTAL			\$3,000.00

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8038 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		
80601117	000895/	SCHOOL SERVICES OF CALIFORNIA				
	185002	PO-180002	1. 01-0000-0-5800-0000-7200-000-0000-00-000	0116347-IN JUN BDGT SVCS		59.00
			WARRANT TOTAL			\$59.00
80601118	101830/	TPX COMMUNICATIONS				
		PV-180733	01-0000-0-5901-0000-7200-000-1210-00-000	104778380-0 PHONE MAY 2018		1,207.45
			01-0000-0-5901-0000-7700-000-1210-00-000	104778380-0 FIBER MAY 2018		1,100.43
			WARRANT TOTAL			\$2,307.88
80601119	101027/	MICHELE WAGSTROM				
		PV-180734	01-0000-0-5210-0000-7200-000-0000-00-000	MILEAGE JUNE 2018		65.40
			WARRANT TOTAL			\$65.40
80601120	005002/	WEST COAST JANITORIAL COMPANY				
		PV-180735	01-0000-0-4300-0000-8100-000-0000-00-000	52248 CUSTODIAL SUPPLIES		33.04
			WARRANT TOTAL			\$33.04
80601121	101802/	YVONNE YATES				
		PV-180736	01-0000-0-5210-1110-1000-000-0000-00-000	JUNE HOME/HOSPITAL MILEAGE		3.27
			WARRANT TOTAL			\$3.27
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS: 29	TOTAL AMOUNT OF CHECKS:		\$39,856.42*
			TOTAL ACH GENERATED: 0	TOTAL AMOUNT OF ACH:		\$.00*
			TOTAL EFT GENERATED: 0	TOTAL AMOUNT OF EFT:		\$.00*
			TOTAL PAYMENTS: 29	TOTAL AMOUNT:		\$39,856.42*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS: 29	TOTAL AMOUNT OF CHECKS:		\$39,856.42*
			TOTAL ACH GENERATED: 0	TOTAL AMOUNT OF ACH:		\$.00*
			TOTAL EFT GENERATED: 0	TOTAL AMOUNT OF EFT:		\$.00*
			TOTAL PAYMENTS: 29	TOTAL AMOUNT:		\$39,856.42*

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8039 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
80601640	100716/	AT&T													
		PV-180738		01-0000-0-5901-0000-2700-003-1210-00-000									11550412	GT	14.22
				01-0000-0-5901-0000-7200-000-1210-00-000									11550411	D O	54.48
				WARRANT TOTAL											\$68.70
80601641	002213/	CALIF DEPT OF TAX & FEE ADMIN													
		PV-180739		01-0000-0-4370-0000-3600-000-0000-00-000									2ND QTR FUEL TAX - 3/18-6/18		19.71
				WARRANT TOTAL											\$19.71
80601642	100999/	DAWSON OIL COMPANY													
	185044	PO-180044	1.	01-0000-0-4370-0000-3600-000-0000-00-000									73191	BUS FUEL JUN 2018	653.51
				WARRANT TOTAL											\$653.51
80601643	000126/	EL DORADO COUNTY OFFICE													
		PV-180740		01-0000-0-5809-0000-3600-000-0000-00-000									181165	RNDM DRG TST MAY 2018	12.70
				WARRANT TOTAL											\$12.70
80601644	101708/	GROWING HEALTHY CHILDREN													
		PV-180741		01-6500-0-5806-5770-1120-000-0000-00-000									GTUSD_1806	OT SVCS JUN 2018	761.25
				WARRANT TOTAL											\$761.25
80601645	100904/	HILLYARD/SACRAMENTO													
		PV-180742		01-0000-0-4300-0000-8100-002-0000-00-000									603048757	CUSTODIAL SUPPLIES	278.51
				WARRANT TOTAL											\$278.51
80601646	009356/	OFFICE DEPOT													
		PO-183108	1.	01-0000-0-4300-0000-7200-000-0000-00-000									144458275001	D O SUPPLIES	90.20
		PO-183109	1.	01-0000-0-4300-1110-1000-002-0300-57-000									146309528001	ZORN CLS SUPPLY	114.20
		PO-183110	1.	01-0000-0-4300-1110-1000-002-0300-73-000									148009466001	SWANEY CLS SUPPLY	43.25
			1.	01-0000-0-4300-1110-1000-002-0300-73-000									148007544001	SWANEY CLS SUPPLY	25.75
		PO-183111	2.	01-0000-0-4300-0000-7200-000-0000-00-000									149329943001	D O SUPPLIES	37.88
			1.	01-0000-0-4300-1110-1000-002-0300-59-000									149329944001	STIGALL CLS SUPPL	48.03
			3.	13-5310-0-4300-0000-3700-000-0000-00-000									149329028001	CAFE SUPPLIES	80.51

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 06/30/2018

07/11/18 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8039 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		
	PO-183112	1.	01-0000-0-4300-1110-1000-002-0200-00-000	154293376001	KINDER PRJCT PAPR	53.59
			WARRANT TOTAL			\$493.41
80601647	101412/		TCG ADMINISTRATORS			
	PV-180743		01-0000-0-5800-0000-7200-000-0000-00-000	156596	ADMIN FEE JUN 2018	26.00
			WARRANT TOTAL			\$26.00
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	8	TOTAL AMOUNT OF CHECKS:	\$2,313.79*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	8	TOTAL AMOUNT:	\$2,313.79*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	8	TOTAL AMOUNT OF CHECKS:	\$2,313.79*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	8	TOTAL AMOUNT:	\$2,313.79*

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 8040 GTUSD ROLL PO'S AS PAYABLES

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		
80602177	000042/	CALIF DEPT OF TAX & FEE ADMIN				
	PV-180744		01-0000-0-9512-0000-0000-000-0000-00-000	2ND QTR USE TX 4/18-6/18		154.73
			01-0600-0-9512-0000-0000-000-0000-00-000	2ND QTR USE TX 4/18-6/18		17.77
			01-1100-0-9512-0000-0000-000-0000-00-000	2ND QTR USE TX 4/18-6/18		36.66
			01-6300-0-9512-0000-0000-000-0000-00-000	4TH QTR USE TX 1/18-3/18		4.84
			13-5310-0-4300-0000-3700-000-0000-00-000	CAFE SALES TX 4/18-6/18		60.00
			WARRANT TOTAL			\$274.00
80602178	000626/	EL DORADO IRRIGATION DISTRICT				
	PV-180747		01-0000-0-5520-0000-8100-000-0000-00-000	078351-001 EXT DAY		141.44
			01-0000-0-5520-0000-8100-002-0000-00-000	078350-001 SM		2,509.22
			01-0000-0-5520-0000-8100-003-0000-00-000	052522-001 GT		1,226.76
			WARRANT TOTAL			\$3,877.42
80602179	100758/	LOZANO SMITH LLP				
	PV-180748		01-0000-0-5819-0000-7100-000-0000-00-000	2056685 PERSONNEL ISSUES		118.00
			WARRANT TOTAL			\$118.00
80602180	012168/	SCOTT LYONS				
	PV-180746		01-0000-0-5210-0000-7100-000-0000-00-000	MILEAGE JUNE 2018		47.09
			01-0000-0-5210-0000-7200-000-0000-00-000	MILEAGE JUNE 2018		10.90
			WARRANT TOTAL			\$57.99
80602181	021298/	THERESA ORIO				
	PV-180745		01-0000-0-5210-0000-7200-000-0000-00-000	MILEAGE - MAY 2018		9.05
			01-0000-0-5210-0000-7200-000-0000-00-000	MILEAGE - JUNE 2018		9.37
			WARRANT TOTAL			\$18.42
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	5	TOTAL AMOUNT OF CHECKS:	\$4,345.83*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	5	TOTAL AMOUNT:	\$4,345.83*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	5	TOTAL AMOUNT OF CHECKS:	\$4,345.83*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	5	TOTAL AMOUNT:	\$4,345.83*

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/19/2018

07/19/18 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0001 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		
80602570	003740/	ACSA				
		PO-180124	1. 01-4035-0-5200-0000-2700-003-0000-00-000	INV13957 HOLLER PRIN ACADEMY		2,570.00
		PO-180126	1. 01-0000-0-5300-0000-7100-000-0000-00-000	LYONS ACSA DUES 17/18		1,338.00
			WARRANT TOTAL			\$3,908.00
80602571	008233/	AMERICAN FIDELITY ASSURANCE				
		PV-190001	01-0000-0-9582-0000-0000-000-0000-00-000	B774588 JULY 2018		565.28
			WARRANT TOTAL			\$565.28
80602572	007568/	AMERICAN FIDELITY ASSURANCE CO				
		PV-190002	01-0000-0-9582-0000-0000-000-0000-00-000	1736134B JULY 2018		416.66
			WARRANT TOTAL			\$416.66
80602573	100996/	BLACKBOARD				
		PO-180125	1. 01-0000-0-5875-0000-2700-000-1210-00-000	1289188 PARENTLINK RENEWAL		1,888.00
			WARRANT TOTAL			\$1,888.00
80602574	101472/	CHRISTY WHITE ASSOCIATES				
		PV-190003	01-0000-0-5824-0000-7100-000-0000-00-000	14379 17-18 AUDIT PROGRESS BIL		2,160.00
			WARRANT TOTAL			\$2,160.00
80602575	000060/	CSBA - CA SCHOOL BOARDS ASSOC				
		PO-180127	1. 01-0000-0-5800-0000-7100-000-0000-00-000	INV-39191-B3P2S9 MAN MAINT		2,640.00
			2. 01-0000-0-5875-0000-7100-000-0000-00-000	INV-39191-B3P2S9 GAMUT ONLINE		1,700.00
		PO-180129	1. 01-0000-0-5300-0000-7100-000-0000-00-000	INV-41254-T5S4H1 ELA MBRSHIP		1,069.00
			1. 01-0000-0-5300-0000-7100-000-0000-00-000	INV-41254-T5S4H1 CSBA MEMBRSHIP		4,275.00
			WARRANT TOTAL			\$9,684.00
80602576	000126/	EL DORADO COUNTY OFFICE				
		CL-180006	01-0000-0-5809-0000-3600-000-0000-00-000	181190 RNDM DRG TST-JUN 2018		9.39
			WARRANT TOTAL			\$9.39
80602577	101943/	IES INC				
		PO-180113	1. 01-0000-0-5875-0000-2700-000-1210-00-000	181935 ANNUAL WEB HOSTING FEE		750.00
			WARRANT TOTAL			\$750.00

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION
COMMERCIAL WARRANT REGISTER
FOR WARRANTS DATED 07/19/2018

07/19/18 PAGE 2

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0001 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			
80602578	101430/	INFINITY COMMUNICATIONS				
	195024	PO-190024	1. 01-0000-0-5800-0000-7700-000-1210-00-000	7974	ERATE CONSULTING FEE	562.50
			WARRANT TOTAL			\$562.50
80602579	101640/	LAZEL				
		PO-180128	1. 01-0600-0-5875-1110-1000-002-1210-04-000	1952040	READING A-Z RENEWAL	2,463.30
			WARRANT TOTAL			\$2,463.30
80602580	101721/	LEARNING ALLY				
		PO-180134	1. 01-0600-0-5875-5770-1120-003-1210-04-000	66614	GT LEARNING ALLY RENEWAL	1,599.00
			WARRANT TOTAL			\$1,599.00
80602581	004638/	MOORE MEDICAL				
		PO-193002	1. 01-0000-0-4300-0000-3140-000-0000-00-000	83590836	NURSE SUPPLIES	571.20
			WARRANT TOTAL			\$571.20
80602582	009356/	OFFICE DEPOT				
		PO-193001	1. 01-0000-0-4300-0000-7200-000-0000-00-000	161728161001	D O SUPPLIES	68.34
			WARRANT TOTAL			\$68.34
80602583	101222/	PREMIER CARPETS				
	195039	PO-190039	1. 01-0000-0-5800-0000-8100-003-0000-00-000	942609	GT SCHL CARPET CLEANING	3,000.00
			WARRANT TOTAL			\$3,000.00
80602584	101234/	READ NATURALLY				
		PO-180130	1. 01-0600-0-5875-1110-1000-003-1210-04-000	224322	READ NATRLY GT LICENSES	805.00
			WARRANT TOTAL			\$805.00
80602585	101963/	SACRAMENTO FOR TRACTORS INC				
	195002	PO-190002	1. 01-8150-0-4400-0000-8100-000-0000-00-000	GT MOWER		4,349.55
			WARRANT TOTAL			\$4,349.55
80602586	101128/	SCHOOLS INSURANCE AUTHORITY				
		PV-190004	01-0000-0-9587-0000-0000-000-0000-00-000	EMP VISION JUL 2018		1,569.78
			01-0000-0-9587-0000-0000-000-0000-00-000	RET VISION JUL 2018		523.26
			WARRANT TOTAL			\$2,093.04

DISTRICT: 005 Gold Trail Union School Dist
BATCH: 0001 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
80602587	101209/	SELF-INSURED SCHOOLS OF CALIF													
		PV-190005				01-0000-0-9570-0000-0000-000-0000-00-000							EMP MEDICAL JUL 2018	59,814.00	
						01-0000-0-9570-0000-0000-000-0000-00-000							RET MEDICAL JUL 2018	4,883.00	
						01-0000-0-9586-0000-0000-000-0000-00-000							EMP DENTAL JUL 2018	6,325.00	
						01-0000-0-9586-0000-0000-000-0000-00-000							RET DENTAL JUL 2018	1,872.00	
						WARRANT TOTAL									\$72,894.00
80602588	023212/	SHELL FLEET MANAGEMENT													
		CL-180020				01-0000-0-4370-0000-3600-000-0000-00-000							TRANSPORTATION FUEL	30.88	
		CL-180021				01-0000-0-4370-0000-3600-000-0000-00-000							TRANSPORTATION FUEL	30.29	
		PV-190006				01-0000-0-4370-0000-3600-000-0000-00-000							TRANSPORTATION FUEL	29.12	
						WARRANT TOTAL									\$90.29
80602589	100751/	SIGNATURE WIRELESS GROUP													
	195012	PO-190012	1.			01-0000-0-5800-0000-3600-000-0000-00-000							29264 SMR RPTR SVC JUL 2018	267.28	
						WARRANT TOTAL									\$267.28
80602590	101715/	STUDYPAD INC													
		PO-180132	1.			01-0600-0-5875-1110-1000-002-1210-04-000							SMINV201601756 SM LICENSE RENW	2,600.00	
						WARRANT TOTAL									\$2,600.00
80602591	100090/	WELLS FARGO VENDOR FIN SERV													
	195015	PO-190015	1.			01-0000-0-7439-0000-9100-000-1210-00-000							68486135 D O COPIER LEASE	224.95	
	195015		2.			01-0000-0-7439-0000-9100-002-1210-00-000							68486135 SM COPIER LEASE	124.25	
	195015		3.			01-1100-0-5600-1110-1000-002-1210-00-000							68486135 COPY COSTS	694.77	
						WARRANT TOTAL									\$1,043.97
80602592	005002/	WEST COAST JANITORIAL COMPANY													
		CL-180019				01-0000-0-4300-0000-8100-003-0000-00-000							52513 GT CUSTODIAL SUPPLIES	41.85	
		PV-190007				01-0000-0-4300-0000-8100-003-0000-00-000							52691 GT CUSTODIAL SUPPLIES	40.31	
						WARRANT TOTAL									\$82.16
***	BATCH TOTALS ***					TOTAL NUMBER OF CHECKS:		23					TOTAL AMOUNT OF CHECKS:		\$111,870.96*
						TOTAL ACH GENERATED:		0					TOTAL AMOUNT OF ACH:		\$.00*
						TOTAL EFT GENERATED:		0					TOTAL AMOUNT OF EFT:		\$.00*
						TOTAL PAYMENTS:		23					TOTAL AMOUNT:		\$111,870.96*
***	DISTRICT TOTALS ***					TOTAL NUMBER OF CHECKS:		23					TOTAL AMOUNT OF CHECKS:		\$111,870.96*
						TOTAL ACH GENERATED:		0					TOTAL AMOUNT OF ACH:		\$.00*
						TOTAL EFT GENERATED:		0					TOTAL AMOUNT OF EFT:		\$.00*
						TOTAL PAYMENTS:		23					TOTAL AMOUNT:		\$111,870.96*

AGENDA ITEM Consent

13.3 Personnel

BACKGROUND

Personnel

Hiring

J. Hoyt, Teacher Associate, 6.0 hours per day, effective 2018-19 school year

Leave of Absence

C Fanning, Teacher Associate, 5.0 hours per day, effective 2018-19 school year

C Fanning, Playground Monitor, 1.0 hours per day, effective 2018-19 school year

N. Tilford, Playground Monitor, 1.75 hours per day, 4 days per week, effective 2018-19 school year

Resignation

D. Edney, Instructor: Enrichment—Spelling Bee, effective 2018-19 school year

J. Hoyt, Teacher Associate, Deaf and Hard of Hearing, 6.0hours per day, effective 2018-19 school year

ATTACHMENTS

➤ None

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will take action to approve the personnel activity.

NOTES

If pulled from Consent

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

AGENDA ITEM Consent

13.4 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.

NOTES

If pulled from Consent

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

AGENDA ITEM Consent

13.5 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: A. Harte

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.

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

AGENDA ITEM Consent

13.6 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

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>

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

To: Dr. Ed Manansala, Superintendent of Schools

District: Gold Trail Union School District

Person completing this form: Scott Lyons Title: Superintendent

Quarterly Report Submission Date:
(*check one*)

- ☐ April 2018
☒ July 2018
☐ October 2018
☐ January 2019

Date for information to be reported publicly at governing board meeting: April 12, 2018

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

13.7 Nonpublic, Nonsectarian School/Agency Services Master Contract: Action Supportive Care Services 2018-19

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

- **2018-19 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>	
<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

2018-2019

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GOLD TRAIL UNION SCHOOL DISTRICT

Contract Year 2018-19

 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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2018-19

CONTRACT NUMBER:18/19-2

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, 2018, between Gold Trail Union School District, hereinafter referred to as the local educational agency ("LEA"), a member of the EI Dorado County SELPA and Action Supportive Care Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). 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, 2018 to June 30, 2019 (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, 2019. 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 venture, 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, 2018 and terminates at 5:00 P.M. on June 30, 2019, 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

**Simone Giachino, Administrator
Name and Title of Authorized
Representative**

By: _____
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	Name and Title
Simone Giachino, Administrator	Scott Lyons, Superintendent
Nonpublic School/Agency/Related Service Provider	LEA
Action Supportive Care Services	Gold Trail Union School District
Address 7777 Greenback Lane, # 204	Address 1575 Old Ranch Road
City State Zip Citrus Heights, CA 95610	City State Zip Placerville, CA 95667
Phone Fax 916-989-6420 Ext 8039 916-989-8635	Phone Fax 530-626-3194 530-626-3199
Email andrew@alwaysshomenursing.com	Email slyons@gtusd.org

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2018-2019 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></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>

AGENDA ITEM Consent

13.8 Nonpublic, Nonsectarian School/Agency Services Master Contract: Growing Healthy Children 2018-19

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

➤ **2018-19 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>		
<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, NON
SECTARIAN SCHOOL/AGENCY
SERVICES*

Master Contract

2018-2019

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA GOLD TRAIL UNION SCHOOL DISTRICT

Contract Year 2018-2019

 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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2018-2019

CONTRACT NUMBER:18/19-1

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, 2018, 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, 2018 to June 30, 2019 (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, 2019. 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 venture, 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, 2018 and terminates at 5:00 P.M. on June 30, 2019, 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: _____
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: 2018-2019 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

13.9 Resolution 2018-19: 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 2018-19: 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 2018-19 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 9, 2018.

AYES [] NOES [] ABSTAIN [] ABSENT []

Attest:

J. Barbieri, President

S. Lyons, Secretary

AGENDA ITEM Consent

13.10 Athletic Team Coach Certification

BACKGROUND

The Board will certify the report stating that requirements of the California Code of Regulations, Title 5, section 5593, have been met.

ATTACHMENTS

- **Certification Report**

BUDGETED

☐ NA ☒ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

The Board will certify the report.

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>	



TO: S. LYONS, SUPERINTENDENT
FROM: J. PEREZ, ATHLETIC DIRECTOR
SUBJECT: TEMPORARY ATHLETIC TEAM COACH CERTIFICATION
DATE: AUGUST 2018

California Code of Regulations, Title 5 (5 CCR) section 5593 states that any person serving at any grade level as a temporary athletic team coach must have knowledge and competency in certain areas. This memorandum certifies that the following athletic coaches fulfilled the following California State and District requirements for the 2018-19 school year:

First Aid/CPR
Tb Testing
Security Clearance
Certified Coaching Curriculum
Concussion Training
Mandated Reporter Training
Heat Illness Prevention course
Sudden Cardiac Arrest Course
Glucagon/EPI Pen Training
Signed Athletic Coaching Standards and Practices

7/8 Girls Basketball—Rachel Memeo
7/8 Boys Volleyball—Rachel Memeo
7/8 Girls Volleyball—Lisa Kramer
Cross Country—Sarah Canfield and Debbie Hornsby
Track—Amber Garcia and Jose Perez
Wrestling—Jason Hanks

AGENDA ITEM 14.0**ACTION ITEM: 2018-19 School Calendar Review****BACKGROUND**

The Board will review the requested changes to the 2018-19 school calendar in order to revise open house and graduation dates.

ATTACHMENTS

➤ **2018-19 Proposed School Calendar**

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

The Board will take action to adopt the calendar.

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

2018-2019

180 Student Attendance Days

2018 August					13
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

13&14 Staff Development
 13 SM K/TK Back to School Night
15 First Day of School
 16 GT Back to School Night
 23 SM 1/3 Back to School Night
 31 Early Release Day (Training)

2018 September					19
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

3 Labor Day (No School)

2018 October					23
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

5 Early Release Day (Training)
 19 Progress Reports (Gold Trail)
 29-31 Conferences (Minimum Days)

2018 November					16
M	T	W	T	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

1-2 Conferences (Minimum Days)
 12 Veteran's Day (No School)
 19-23 Thanksgiving Break

2018 December					10
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

14 Minimum Day
 14 Report Cards (Gold Trail)
 17-31 Winter Break (No School)

2019 January					18
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

1-4 Winter Break (No School)
 21 MLK Jr. Day (No School)

2019 February					18
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28		

1 Early Release Day (Training)
 15 Lincoln's Day (No School)
 18 President's Day (No School)

2019 March					21
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

1 Early Release Day (Training)
 8 Progress Reports (Gold Trail)
 18-22 Conferences (Minimum Days)

2019 April					16
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

12 Early Release Day (Training)
 15-22 Spring Break (No School)

2019 May					22
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

3 Early Release Day (Training)
 28 GT Open House/POPs Concert
 30 SM Open House
 24 Early Release Day (Training)
 27 Memorial Day (No School)

2019 June					4
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

5 Graduation
 6 Report Cards/Minimum Day
6 Last Day of School
 7 Staff Work Day (Flex Day)

Arrival/Departure Times

Regular Day

GT 8:00 a.m. to 2:30 p.m.

SM 8:05 a.m. to 2:10 p.m.

Early Release/Minimum Day

GT 8:00 a.m. to 12:30 p.m.

SM 8:05 a.m. to 12:10 p.m.

	Minimum Day
	School Not in Session

Approved by Employees: March 3, 2017

Approved by Board of Trustees: March 9, 2017

Distributed to Families & Staff: March 10, 2017

5/23 UMHS Graduation

5/24 ORHS, PHS Graduation

5/25 EDHS, EDUHSD Graduation

AGENDA ITEM 15.0**ACTION ITEM: First Reading of Board Policies, Administrative Regulations and Board Bylaws****BACKGROUND**

The District receives from the California School Boards Association periodic updates of Policies, Regulations and Bylaws that reflect current law and court decisions. The following roster is brought forward with the California School Board Association's recommendations.

ATTACHMENTS

- **CSBA Policy Guide sheet**
- **BP 0415, Equity (BP added)**
- **BP 1020, Youth Services (BP deleted)**
- **BP/AR 1330, Use of School Facilities (BP/AR revised)**
- **BP 1400, Relations Between Other Governmental Agencies and the Schools (BP revised)**
- **BP 2210, Administrative Discretion Regarding Board Policy (BP revised)**
- **BP/AR 3312.2, Educational Travel Program Contracts (BP revised, AR deleted)**
- **BP/AR 3320, Claims and Actions Against the District (BP/AR revised)**
- **BP 3515.21, Unmanned Aircraft Systems (Drones) (BP added)**
- **BP 4140/4240/4340, Bargaining Units (BP revised)**
- **AR 4157.2/4257.2/4357.2, Ergonomics (AR revised)**
- **BP/AR 4161.3, Professional Leaves (BP added, AR deleted)**
- **BP/AR 4261.3, Professional Leaves (BP added, AR deleted)**
- **BP/AR 5112.5, Open/Closed Campus (BP revised, AR deleted)**
- **AR 5141.32, Health Screening for School Entry (AR revised)**
- **BP/AR 6174, Education for English Learners (BP/AR revised)**
- **BB 9310, Board Policies (BB revised)**

BUDGETED

☒ NA ☐ Yes ☐ No ☐ Cost Analysis Follows

RECOMMENDATION

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

NOTES

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

POLICY GUIDE SHEET

August 2018

Page 1 of 3

BP 0415 - Equity

(BP added)

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

BP 1020 - Youth Services

(BP deleted)

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

BP/AR 1330 - Use of School Facilities

(BP/AR revised)

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

BP 1400 - Relations Between Other Governmental Agencies and the Schools

(BP revised)

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

BP 2210 - Administrative Discretion Regarding Board Policy

(BP revised)

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

BP/AR 3312.2 - Educational Travel Program Contracts

(BP revised; AR deleted)

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

BP/AR 3320 - Claims and Actions Against the District

(BP/AR revised)

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

POLICY GUIDE SHEET

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BP 3515.21 - Unmanned Aircraft Systems (Drones)

(BP added)

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

BP 4140/4240/4340 - Bargaining Units

(BP revised)

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

AR 4157.2/4257.2/4357.2 - Ergonomics

(AR revised)

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

BP/AR 4161.3 - Professional Leaves

(BP added; AR deleted)

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

BP/AR 4261.3 - Professional Leaves

(BP added; AR deleted)

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

BP/AR 5112.5 - Open/Closed Campus

(BP revised; AR deleted)

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

POLICY GUIDE SHEET

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AR 5141.32 - Health Screening for School Entry

(AR revised)

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

BP/AR 6174 - Education for English Learners

(BP/AR revised)

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

BB 9310 - Board Policies

(BB revised)

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

CSBA Sample

Board Policy

Equity

new

BP 0415

Philosophy, Goals, Objectives and Comprehensive Plans

Note: The following optional policy addresses district recognition and response to the unique barriers facing each segment of the district's student population.

Note: Pursuant to Education Code 201, California schools have an affirmative obligation to combat racism, sexism, and other forms of bias, and have a responsibility to provide equal educational opportunity to all students. Education Code 51007 requires that all students enrolled in the state's public elementary and secondary schools, regardless of race, creed, color, national origin, gender, gender identity, gender expression, physical disability, geographic location, or socioeconomic background, shall have equitable access to educational programs designed to strengthen technological skills, including, but not limited to, computer education programs. Education Code 220 further prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, immigration status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by the district.

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

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

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

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its

decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 9000 - Role of the Board)
(cf. 9310 - Board Policies)

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

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

(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 6162.5 - Student Assessment)

Note: Pursuant to 20 USC 6311, states must publish per-pupil expenditures, including personnel expenditures and nonpersonnel expenditures, by school. Districts can analyze this financial data, along with other data sources, to ensure equitable allocation of financial and human resources across the district.

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

(cf. 0440 - District Technology Plan)
(cf. 3100 - Budget)
(cf. 4113 - Assignment)
(cf. 7110 - Facilities Master Plan)

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

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)

(cf. 6143 - Courses of Study)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6152.1 - Placement in Mathematics Courses)

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

(cf. 5137 - Positive School Climate)

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

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

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

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6179 - Supplemental Instruction)

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

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

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

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

(cf. 0500 - Accountability)

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

Legal Reference:
EDUCATION CODE

200-262.4 Educational equity
52077 Local control and accountability plan
60040 Selection of instructional materials
GOVERNMENT CODE
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

Management Resources:

CSBA PUBLICATIONS

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

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

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

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

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

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

Climate for Achievement Governance Brief Series, 2015

Math Misplacement, 2015

CENTER FOR URBAN EDUCATION PUBLICATIONS

Protocol for Assessing Equity-Mindedness in State Policy, 2017

WEB SITES

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

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

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

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

CSBA Sample

Board Policy

Community Relations

BP 1330(a)

USE OF SCHOOL FACILITIES

Note: Education Code 38133 **mandates** that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings.

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

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

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

Note: Pursuant to Education Code 38133, the Board is **mandated** to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities.

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

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

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

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

USE OF SCHOOL FACILITIES (continued)

Note: The following paragraph is **optional** and may be modified to reflect district practice.

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

(cf. 6115 - Ceremonies and Observances)

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

(cf. 1325 - Advertising and Promotion)

Note: The following **optional** paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. **Any district interested in entering into any such agreement is also encouraged to review CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities and CSBA's publication Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources.**

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

(cf. 1330.1 - Joint Use Agreements)

Fees

Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. **5 CCR 14037-14041 contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. See the section "Calculating Direct Costs" below. If the district chooses to charge fees, Pursuant to 5 CCR 14041, requires as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of school facilities and grounds.**

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic

field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

BP 1330(c)

USE OF SCHOOL FACILITIES (continued)

(cf. 9320 - Meetings and Notices)

Note: ~~In addition,~~ Education Code 38134 **mandates** each district **that chooses to charge the community a fee for the use of school facilities** to adopt a policy specifying the activities and organizations that shall be ~~charged an amount not to exceed direct costs~~ **subjected to the fees.** ~~5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds.~~ The options below provide suggestions on how districts that choose to charge ~~up to direct costs~~ **fees** may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit **organizations and to** groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only.

~~However,~~ **R**egardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below.

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

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

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

Note: This option reflects the common practice among districts to allow free use of school facilities by nonprofit organizations, **and** clubs, **and** organizations **associations** that promote youth and school activities, ~~including the YMCA and religious organizations or churches that arrange for and supervise sports league activities for youth,~~ pursuant to Education Code 38134. Districts that wish to **give allow** free use ~~to by~~ some groups, but charge other groups, should proceed cautiously and ensure that such free use or discount is granted on a reasonable and nondiscriminatory basis. It is strongly recommended that districts consult legal counsel before deciding which groups will or will not be charged and, based upon legal counsel's advice, decide whether it would be appropriate to specifically name in the district's policy the community groups that will or will not be charged.

The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations, **and by** clubs, or associations organized to promote youth and school activities, ~~As specified in Education Code 38134(a), these groups include, but are~~ **including, but** not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, **and** school-community advisory councils, **and recreational youth sports leagues that charge participants no more than an average of \$60 per month.** Other groups that request the use of school facilities

under the Civic Center Act, ~~including nonprofit groups not organized to promote youth and school activities and for profit groups,~~ shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

BP 1330(d)

USE OF SCHOOL FACILITIES (continued)

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

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

Note: **The remainder of this section is for use by all districts** regardless of the option chosen above.

Pursuant to Education Code 38134, any group authorized to use school facilities for religious services must be charged "at least" direct costs.

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

Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

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

Calculating Direct Costs

~~Note: The following paragraph provides specific guidance for calculating "direct costs" that a district may charge community groups and organizations for the use of school facilities or grounds. Pursuant to 5 CCR 14038, as added by Register 2014, No. 19, the district must determine the "proportionate share" of allowable capital and operational direct costs as provided below.~~

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

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

~~However, capital direct costs shall not be charged to organizations retained by the~~

BP 1330(e)

USE OF SCHOOL FACILITIES (continued)

~~district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after school, tutoring, and child care programs. (5 CCR 14037)~~

~~(cf. 5148—Child Care and Development)~~

~~(cf. 5148.2—Before/After School Programs)~~

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services **of performed by** district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Note: The following **optional** paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041; ~~added by Register 2014, No. 19.~~

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

~~Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.~~

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

Expending Funds Collected as Capital Direct Costs

Note: Pursuant to 5 CCR 14042, added by Register 2014, No. 19, funds collected as capital direct costs must be expended as specified in the following **optional** paragraph:

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

Use of School Facility as Polling Place

Note: Pursuant to Elections Code 12283, an elections official requesting the use of a school building as

BP 1330(f)

USE OF SCHOOL FACILITIES (continued)

a polling place must include in his/her request a list of the schools needed. Such requests must be made within sufficient time before the start of the school year so that the Board can determine and notify parents/guardians whether (1) the school will remain in session on those days, (2) the school day will be designated for staff training and development, or (3) the school will be closed to students and nonclassified employees. See BP 6111 - School Calendar.

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

(cf. 6111 - School Calendar)

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

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

(cf. 3515.2 - Disruptions)

Legal Reference: (see next page)

USE OF SCHOOL FACILITIES (continued)

Legal Reference:

EDUCATION CODE

10900-10914.5 *Community recreation programs*

32282 *School safety plan*

37220 *School holidays*

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

BUSINESS AND PROFESSIONS CODE

25608 *Alcoholic beverage on school premises*

ELECTIONS CODE

12283 *Polling places: schools*

GOVERNMENT CODE

54950-54963 *The Ralph M. Brown Act*

MILITARY AND VETERANS CODE

1800 *Definitions*

CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 20

7905 *Equal access to public school facilities*

COURT DECISIONS

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

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

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

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

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

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

ATTORNEY GENERAL OPINIONS

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

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

Management Resources:

CSBA PUBLICATIONS

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

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

WEB SITES

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

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

(4/13 8/14) 6/18

Policy Reference UPDATE Service

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CSBA Sample

Administrative Regulation

Community Relations

AR 1330(a)

USE OF SCHOOL FACILITIES

Note: The following administrative regulation is **mandated** for the management, direction, and control of school facilities, pursuant to Education Code 38133.

Application for Use of Facilities

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

Note: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The accompanying exhibit provides a sample facilities use statement. The following paragraph is **optional**.

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

Civic Center Use

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

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

Note: An Attorney General Opinion (79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional the section of Education Code 38131 which provides that a board may grant the use of school facilities to a religious group to conduct services only when the religious group has no other suitable meeting place. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school

USE OF SCHOOL FACILITIES (continued)

facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

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

~~*(cf. 1020 - Youth Services)*~~

Note: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

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

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

USE OF SCHOOL FACILITIES (continued)

Note: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board.

10. Other purposes deemed appropriate by the Governing Board

Restrictions

Note: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In Good News Club v. Milford Central School, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with legal counsel before doing so.

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

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

(*cf.* 3513.3 - Tobacco-Free Schools)

Note: Pursuant to Business and Professions Code 25608, it is a misdemeanor to possess, consume, sell, give, or deliver any alcoholic beverage to any person in a school building or on school grounds unless a specified exception applies. **AB 2073 (Ch. 235, Statutes of 2014) amended Business and Professions Code 25608 to add an exception for cases in which alcohol is served. One such exception is serving alcohol** during a special event, pursuant to a license or permit obtained under the Alcohol Beverage Control Act, at district-owned facilities at a time when students are not present. For this purpose, "facilities" include, but are not limited to, office complexes, conference centers, or retreat facilities. **Although Business and Professions Code 25608 allows this exception, if** the district should consult legal counsel and/or risk management personnel when determining whether to allow alcohol on district property pursuant to this exception. When a district allows the use of its facilities or grounds for events that may involve the serving or consumption of alcoholic beverages, it is recommended that rules and/or limitations be established to minimize risks to the district and attendees at such events (e.g., requiring security guards and/or additional insurance, limiting the presence of alcoholic beverages to designated areas, limiting the types of beverages and/or how many drinks

USE OF SCHOOL FACILITIES (continued)

can be served at a time, specifying the time period during which alcoholic beverages may be served). ~~The following optional paragraphs~~ **Item #4 is optional and** may be **deleted or** revised to reflect any limitations imposed on the facility user.

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

Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. The following paragraph is **optional** and may be revised to specify excluded facilities.

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

Damage and Liability

Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following **optional** paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

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

Note: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall

USE OF SCHOOL FACILITIES (continued)

bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

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

Note: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require non-youth-related groups to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult legal counsel.

Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

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

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CSBA Sample

Board Policy

Community Relations

BP 1400(a)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS

Note: The following **optional** policy may be revised to reflect district practice. Welfare and Institutions Code 18986-18986.30 encourage the development of a comprehensive and collaborative delivery system of services to children and youth at the local level. For further information about establishing collaborative structures among the leadership of local governments, see the Cities, Counties and Schools Partnership's web site.

The Governing Board ~~recognizes that other local government agencies share its concern and responsibility~~ **believes that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other government and public agencies that are responsible** for the health, safety, and well-being of **children and** youth. The ~~Board and Superintendent or designee~~ **district** shall initiate and maintain good working relationships with representatives of ~~these~~ **local** agencies **to maximize student and family access to support services that will help students achieve to their highest potential.** ~~in order to help district schools and students make use of the resources which governmental agencies can provide.~~

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

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

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

[THE REMAINDER OF BP 1400 DELETED AND THE FOLLOWING NEW TEXT ADDED]

Note: In addition to any collaborative efforts that the district may initiate, there are a number of county structures in which district participation is appropriate. For example, if the County Board of Supervisors has established an Interagency Children's Services Coordinating Council pursuant to Welfare and Institutions Code 18986.10-18986.15, that council must include at least one superintendent of a unified school district within the county. In addition, Welfare and Institutions Code 18980-18983.8 provide for the development of a Child Abuse Prevention Coordinating Council within each county and encourage representatives of public and private schools to be included on these councils. Pursuant to Health and Safety Code 130100-130155, counties also have established First 5 County Commissions which work to help children enter school physically and emotionally healthy and ready to succeed.

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

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

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

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

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

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

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

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

Note: Education Code 49075 authorizes districts to permit access to student records to any person for whom a parent/guardian has provided written consent; see BP/AR 5125 - Student Records.

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

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

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

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

(cf. 0500 - Accountability)

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

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

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

10900-10914.5 Cooperative community recreation programs

49073 Privacy of student records

49075 Parent/guardian permission for release of student records

49557.2 Sharing of information for MediCal eligibility

HEALTH AND SAFETY CODE

120440 Immunization records; release to local health departments

130100-130155 Early childhood development; First 5 Commission

WELFARE AND INSTITUTIONS CODE

5850-5883 Mental Health Services Act

18961.5 Computerized database; families at risk for child abuse; sharing of information

18980-18983.8 Child Abuse Prevention Coordinating Council

18986-18986.30 Interagency Children's Services Act

18986.40-18986.46 Multidisciplinary services teams

18986.50-18986.53 Integrated day care program

18987.6-18987.62 Family-based services

Management Resources: (see next page)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

Management Resources:

CSBA PUBLICATIONS

Expanding Access to High Quality Preschool Programs: A Resource Guide for School Leaders, rev. April 2008

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

Mental Health Services Act (Proposition 63): Collaborative Opportunity to Address Mental Health, Policy Advisory, October 2007

Maximizing School Board Governance: Community Leadership, 1996

CHILDREN NOW PUBLICATIONS

California Report Card: The State of the State's Children, 2008

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Healthy Children, Healthy Communities: An Action Guide for California Communities, 2006

Stretching Community Dollars: Cities, Counties and School Districts Building for the Future, 2006

YOUTH LAW CENTER PUBLICATIONS

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

WEB SITES

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

California Department of Education, Learning Support: <http://www.cde.ca.gov/ls>

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

California Department of Social Services: <http://www.dss.cahwnet.gov>

California State Association of Counties: <http://www.csac.counties.org>

Children Now: <http://www.childrennow.org>

Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>

First 5 California: <http://www.ccfc.ca.gov>

League of California Cities: <http://www.cacities.org>

Youth Law Center: <http://www.ylc.org>

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CSBA Sample

Board Policy

Administration

BP 2210(a)

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY

Note: The following **optional** policy may be revised to reflect district practice. ~~Education Code 42605, which granted districts flexibility to use funds received for "Tier 3" categorical programs for any "education purpose," has been repealed by AB 97 (Ch. 47, Statutes of 2013). Pursuant to AB 97, funding for many of the categorical programs affected has been redirected into the new local control funding formula (LCFF) and districts must instead develop a local control and accountability plan (LCAP) that identifies the goals and specific actions the district will take to improve the achievement of all students. For more information about LCFF and its impact on district policies, see CSBA's policy brief Impact of Local Control Funding Formula on Board Policies. For specific requirements related to the LCAP, see BP/AR 0460 Local Control and Accountability Plan.~~

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

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 2121 - Superintendent's Contract)

(cf. 3516.5 - Emergency Schedules)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

~~In any situation in which immediate action is needed to avoid any risk to the safety or security of district students, staff, or property or disruption to student learning, the Superintendent or designee shall have the authority to act on behalf of the district.~~

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

~~*(cf. 0450 - Comprehensive Safety Plan)*~~

~~*(cf. 3516.5 - Emergency Schedules)*~~

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

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY (continued)

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

(cf. 0415 - Equity)

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

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

EDUCATION CODE

35010 Control of district, prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35161 Powers and duties; authority to delegate

35163 Official actions, minutes and journal

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, Policy Brief, November 2013

WEB SITES

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

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

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Board Policy

Business and Noninstructional Operations

BP 3312.2(a)

EDUCATIONAL TRAVEL PROGRAM CONTRACTS

Note: **The following policy is optional and may be revised to reflect district practice.** The following optional policy and regulation reflect Business and Professions Code 17552-17556.5, as added by SB 142 (Ch. 772, Statutes of 1995). SB 142 requires a travel company that conducts K-12 educational field trips to enter into a contract containing specific disclosures.

The Governing Board believes that field trips and other travel opportunities for students are a valuable tool in supporting classroom instruction and promoting enrich students' awareness of learning about places, cultures, and events. In contracting with organizations to provide The district may contract with a qualified person, partnership, corporation, or other entity for educational travel services, the Board desires to ensure quality educational experience and while protecting the health, safety, and welfare of each student traveler. Any such contract shall be submitted to the Board for approval and/or ratification.

(cf. 3312 - Contracts)

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

(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall contract only with educational travel organizations which adhere to state law and exhibit safe and reputable business practices.

(cf. 3312 - Contracts)

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

(cf. 6153 - School-Sponsored Trips)

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

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

1. The travel organization's name, trade or business name, business address, business telephone number, and a 24-hour emergency contact telephone number, pager, voice mail, or other method of 24-hour communication
2. An itemized statement which shall include, but not be limited to: A detailed description of:

a. Services to be provided as part of the program

BP 3312.2(b)

EDUCATIONAL TRAVEL PROGRAM CONTRACTS (continued)

b. Agreed cost for the services

c. ~~A statement as to whether or not the educational travel organization maintains insurance that supplies coverage in the event of injury to any student traveler, including the type and amount of coverage, the policy number and issuer, and the name, address, and telephone number of the person or organization which is able to verify coverage~~

d. Any additional costs to students

e. ~~The qualifications, if any, for Any experience and/or training that are required~~
requirements to be met by the educational travel organization's staff who ~~shall~~ **will** accompany students on the educational travel program

3. ~~A written description of the~~ **The** educational program being contracted for, including a copy of all materials to be provided to students

4. The number of times the educational travel program or a substantially similar educational travel program ~~proposed by the contract~~ has been conducted by the organization and the number of students who completed the program

5. The length of time the organization has either been arranging or conducting educational travel **programs**, and, at the option of the organization, other travel services with substantially similar components

6. The name of each owner, **officer, general partner, or sole proprietor** and principal of the organization

7. ~~A statement as to whether any owner or principal of the organization has had any judgment entered against him/ or her, any judgment, including a stipulated judgment, order, made a plea of nolo contendere, or been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating the contract~~

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

Legal Reference: (see next page)

BP 3312.2(c)

EDUCATIONAL TRAVEL PROGRAM CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

35160 Authority of boards

35160.1 Broad authority of school districts

BUSINESS AND PROFESSIONS CODE

17540 Travel promoters

~~17550-17550.9 Sellers of travel~~

17550.9 Definition of travel services

17552-17556.5 Educational travel organizations

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Board Policy

Business and Noninstructional Operations

BP 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The following **optional** policy and accompanying administrative regulation reflect the claims procedure in the Government Claims Act, ~~also known as the Tort Claims Act~~, pursuant to Government Code 810-996.6. The Act details requirements for the filing of claims against public entities such as school districts.

Government Code 905 specifies certain types of claims which are exempted from the procedures in the Government Claims Act. Pursuant to Government Code 935, a district is authorized to establish its own claims processing procedures for those exempted claims. Government Code 935 authorizes a district to establish its own procedure for the processing of claims which are either excluded from the claims procedures in the Government Claims Act or not listed as exceptions to the Act as specified in Government Code 905. A local claims requirement must be similar to and be no more restrictive than those established by the Government Claims Act. For example, the district's procedures may not allow a longer time for the Board to take action on a claim than the timeline provided for claims under the Government Claims Act. The following policy and accompanying administrative regulation may be revised to reflect district practice.

Because a district's insurance carrier or ~~Jjoint Ppowers~~ **Authority (JPA)** may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, **it is strongly recommended** that, prior to adoption by the Governing Board, this board policy and accompanying administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

The Governing Board desires to ~~ensure that the~~ **conduct** district's operations ~~are conducted~~ in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with ~~law, the Government Claims Act or other applicable state or district procedures, Board policy, and administrative regulation~~ as well as the district's ~~Jjoint Ppowers~~ **Authority (JPA)** agreement or **other** insurance coverage.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

~~Note: Government Code 935 authorizes a district to establish its own procedure for the processing of claims which are either excluded from the claims procedures in the Government Claims Act or not listed as exceptions to the Act as specified in Government Code 905. A local claims requirement must be similar to and be no more restrictive than those established by the Government Claims Act. For example, the district's procedures may not allow a longer time for the Board to take action on a claim than the timeline provided for claims under the Government Claims Act.~~

~~The following **optional** paragraph is for use by districts that wish to adopt local requirements and should be modified for consistency with the district's insurance or JPA agreement, as well as advice from the district's legal counsel or risk manager.~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: The following optional paragraph is for use by districts that choose to establish their own claims procedures for certain types of claims pursuant to Government Code 935.

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

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

Note: The following paragraph is optional. Government Code 935.4 authorizes, but does not require, the Board to delegate to any employee the authority to allow, compromise, or settle a claim of \$50,000 or less. **The following paragraph is optional and boards that do not wish to delegate such authority should delete the following paragraph.** Boards that wish to delegate this authority may modify the following paragraph to specify a different employee to whom the authority is delegated and/or an amount less than \$50,000.

However, mManagement of the defense or settlement of the claim may be subject to contractual requirements contained in the district's insurance policy, memorandum of coverage, or contractual indemnity agreements. Thus, even when the Board has authorized the Superintendent **or another employee** to settle such claims, the authority is subject to any such requirements or conditions of coverage. **The following paragraph is optional and boards that do not wish to delegate such authority should delete the following paragraph.** Boards that wish to delegate this authority may modify the following paragraph to specify a different employee to whom the authority is delegated and/or an amount less than \$50,000.

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

This policy applies retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies

Note: Government Code 53051 requires public agencies, such as school districts, to register the information specified below, including the names of all Board members, with the Secretary of State and County Clerk. If the information on file is not accurate or if no information is on file, the court may allow a person to proceed with a claim against the district even if the time limit for filing such a claim has expired. Thus, it is imperative that all required information be current and accurate.

The Superintendent or designee shall file the information required for the Roster of Public

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

~~Agencies with the Secretary of State and the County Clerk. This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board.~~

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

~~Any changes to such information shall be filed within 10 days after the change has occurred.~~
~~(Government Code 53051)~~

Legal Reference:

EDUCATION CODE

35200 *Liability for debts and contracts*

35202 *Claims against districts; applicability of Government Code*

CODE OF CIVIL PROCEDURE

340.1 *Damages suffered as result of childhood sexual abuse*

GOVERNMENT CODE

800 *Cost in civil actions*

810-996.6 *Claims and actions against public entities*

6500-6536 *Joint exercise of powers*

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

PENAL CODE

72 *Fraudulent claims*

COURT DECISIONS

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

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

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

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

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

Management Resources:

WEB SITES

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

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The following optional administrative regulation reflects **Government Claims Act** (Government Code 810-996.6) ~~(the Government Claims Act)~~, which sets forth prelitigation requirements and deadlines for claims against public entities, including school districts, as well as statute of limitations and other requirements for lawsuits. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code **905 900-915.4** also apply to claims for breach of contract. ~~The court also decided that the phrase "Government Claims Act" is more appropriate than the common phrase "Tort Claims Act."~~

Because a district's insurance carrier or **Joint Powers Authority** (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

Time Limitations

Note: Items #1 **2-3** below list timelines for claims presented pursuant to the Government Claims Act. If a claimant misses a deadline for a claim required to be submitted in accordance with item #1 **or #3** below, he/she may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)

Note: Government Code 905 lists exceptions to the six-month time limitation for the filing of claims and many of the exceptions have specified claim procedures in other statutes. For example, Government Code 905 specifies that claims for the recovery of damages for injuries suffered as a result of childhood sexual abuse are subject to the statute of limitations specified in Code of Civil Procedure 340.1. The statute of limitations in Code of Civil Procedure 340.1 allows claims to be presented before the victim is 26 years old or within three years after the victim discovers that his/her psychological injury is a result of the sexual abuse. This provision applies to claims arising from conduct occurring on or after January 1, 2009.

2. Claims for money or damages as authorized in Government Code 905 and not included in item #1 above, ~~including claims for damages to real property~~, shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Note: Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Government Code 905. Optional item #3 below is for use by any district whose board has chosen to exercise the authority to establish district procedures for such claims; see the accompanying Board policy. Item #3 provides six months as the time limitation for filing such claims, which is consistent with the requirement in Government Code 935 that the district's procedure not require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, the following paragraph should be revised accordingly. In *Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne County*, the appellate court ruled that a claim of childhood sexual abuse, which is excepted from the Government Claims Act pursuant to Government Code 905, should have been presented to the district under the district procedures established pursuant to Government Code 935 prior to the filing of the lawsuit on that claim.

- 3. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which are specifically exempted from the Government Claims Act by Government Code 905 and are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 911.2, 935)**

Receipt of Claims

~~Note: Government Code 53051 requires districts to file information about Governing Board members for the "Roster of Public Agencies" with the Secretary of State and County Clerk. If the information on file is not accurate or if no information is on file, a court may allow a person to proceed with a claim against the district even if the time limit for filing such a claim has expired. See the accompanying Board policy.~~

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

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Review of Contents of the Claim

Note: ~~Government Code 910.4 no longer requires districts to provide a claim form, however m~~Most JPAs and insurance carriers provide a **claim** form for these purposes. The person submitting the claim need not use the claim form provided by the district, but, **pursuant to Government Code 910 and 910.2**, the claim must contain a signature and all of the information listed **below**. ~~in Government Code 910.~~

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

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

Notice of Claim Insufficiency

Note: Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

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

Amendment to Claims

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

Late Claims

Note: The reference to item #3 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #3 in the section "Time Limitations" above).

For claims under item #1 **and #3** in the section **entitled** "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code **905**, 911.4)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

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

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

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

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

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

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

Action on Claims

Note: If the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action, the claim is considered to be rejected, but the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

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

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

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

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

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

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Policy Reference UPDATE Service

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CSBA Sample

Board Policy

Unmanned Aircraft Systems (Drones)

NEW

BP 3515.21

Business and Noninstructional Operations

Note: The following optional policy may be revised to reflect district practice.

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

(cf. 1330 - Use of School Facilities)

(cf. 1330.1 - Joint Use Agreements)

(cf. 5142 - Safety)

Note: Guidance from the Federal Aviation Administration (FAA), Educational Use of Unmanned Aircraft Systems (UAS), clarifies that FAA rules are not applicable to model aircraft flown for hobby or recreational use for which the operator is not compensated.

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

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

Note: The following optional paragraph is for use by districts that choose to authorize persons or entities other than district staff and students to operate drones on or over district property.

The Superintendent or designee may grant permission to other persons or entities under terms

and conditions to be specified in a memorandum of understanding.

Note: The district may develop a form for use by any person requesting permission to operate a drone on or over district property. The request form should, when applicable, include verification that the operator has the requisite FAA certification as well as the information specified in the following paragraph.

Note: According to FAA guidance, Educational Use of Unmanned Aircraft Systems (UAS), student use of drones as a component of a course most closely reflects a "hobby or recreational use" and thus, while still subject to rules related to safe operation, students are not required to obtain FAA authorization. However, because a teacher receives compensation, his/her use is not "hobby or recreational" and thus he/she is required to obtain the appropriate Certificate of Waiver or Authorization or an exemption from the FAA. For requirements pertaining to certification, see 14 CFR 107.53-107.79 and the FAA's web site.

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

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

(cf. 3530 - Risk Management/Insurance)

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

Note: It is recommended that the district develop a form specifying the terms and conditions of the approved use of drones on or over district property, and require any person granted authorization to sign the form. The signed form, along with a copy of any required Certificate of Waiver or Authorization or exemption issued by the FAA, should be maintained by the district.

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

Note: Remote drone pilots are subject to the safety precautions and other conditions specified in 14 CFR 107.15-107.51. Districts should also consult local ordinances as well as any joint use agreements with municipalities in order to ensure consistency and compliance. The following list may be revised to reflect any additional district or community rules.

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

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

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

(cf. 3515.2 - Disruptions)

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

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

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

(cf. 5144 - Discipline)

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

Legal Reference:

UNITED STATES CODE, TITLE 49

40101 Note Unmanned aircraft systems

CODE OF FEDERAL REGULATIONS, TITLE 14

107.1-107.205 Small unmanned aircraft systems, especially:

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

107.15-107.51 Operating rules; safety

107.53-107.79 Remote pilot certification

Management Resources:

FEDERAL AVIATION ADMINISTRATION PUBLICATIONS

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

WEB SITES

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

CSBA Sample Board Policy

All Personnel

BP 4140(a)

4240

BARGAINING UNITS

4340

Note: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to Government Code 3540.1, the definition of "exclusive representative" includes representation of "all public school employees" other than management and confidential employees, as defined. ~~Thus, employees such as noon time aides who are neither certificated nor classified employees may be represented.~~

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

~~Note: Government Code 3550, as added by SB 285 (Ch. 567, Statutes of 2017), prohibits a district from deterring or discouraging employees from becoming or remaining members of an employee organization.~~

~~The district shall not deter or discourage employees from becoming or remaining members of an employee organization, impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)~~

BARGAINING UNITS (continued)

Formation of Bargaining Units

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

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

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

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

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

Note: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. The Public Employment Relations Board ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

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

BARGAINING UNITS (continued)

2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

Note: Government Code 3550, as added by SB 285 (Ch. 567, Statutes of 2017), prohibits a district from deterring or discouraging employees from becoming or remaining members of an employee organization. Government Code 3550, as amended by SB 866 (Ch. 53, Statutes of 2018), prohibits a district from deterring or discouraging employees or job applicants from authorizing representation by or making dues deductions to an employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

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

Note: The following paragraph is optional. Government Code 3553, as added by SB 866 (Ch. 53, Statutes of 2018), establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain

BARGAINING UNITS (continued)

from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations and Contact Information

Note: Pursuant to Government Code 3556, as added by AB 119 (Ch. 21, Statutes of 2017), districts are required to provide recognized employee organizations access to new employee orientations, as defined, and to give at least 10 days' notice in advance of any such orientation. However, shorter notice may be provided if an unforeseeable urgency critical to the district's operations prevents giving the required 10 days' notice.

Government Code 3556 and 3557, as added by AB 119, require that the structure, time, and manner of access to new employee orientations be determined by mutual agreement of the district and employee organization. If the parties fail to reach an agreement regarding the new employee orientation, the negotiations become subject to compulsory interest arbitration. Although districts are required to negotiate how access is provided to employees, they are not required to negotiate the manner in which onboarding is conducted.

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

BARGAINING UNITS (continued)

Note: SB 866 (Ch. 53, Statutes of 2018) amended Government Code 3556 to add the following requirement.

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Note: Pursuant to Government Code 3558, ~~as added by AB 119 (Ch. 21, Statutes of 2017)~~, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, ~~as amended by AB 119~~, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In County of Los Angeles v. Service Employees International Union, Local 721, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information ~~on~~ **in regard to** all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone

BARGAINING UNITS (continued)

numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Payment of Dues or Service Fee Membership Dues or Service Fee or Other Payments to an Employee Organization

Note: Pursuant to Government Code 3546, all employees in a classification represented by an employee organization are required to pay a fee to the employee organization to cover the costs of negotiations, contract administration, and other activities that are germane to its function as the exclusive bargaining representative (i.e., "agency fee" arrangements, which require employees to either join the union or pay a "fair share service fee"). However, the constitutionality of agency fee statutes such as Government Code 3546 is a legal issue currently before the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees. Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, bargaining unit employees who choose not to join an employee organization may no longer be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, as amended by SB 866 (Ch. 53, Statutes of 2018), an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to him/her by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by Janus v. AFSCME.

As provided in the following section, Education Code 45060 and 45068, as amended by SB 866 (Ch. 53, Statutes of 2018), set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

Specifically, Education Code 45060 and 45168, as amended, provide that the employee organization will handle and process employee written authorizations if it certifies that it has and will maintain individual employee authorizations. When such certification is provided to the district, the employee organization is not required to submit a copy of the written authorization in order for the payroll deductions to be effective, unless there is a dispute about the existence or terms of the written authorization. The employee organization is required to indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization.

When an employee organization declines to provide such certification pursuant to Education Code 45060 and 45168, then the district should request a copy of the employee written authorization before making the payroll deductions. Education Code 45060 and 45168 require that the district honor the terms of the employee's written authorization for payroll deductions, which thus requires the district to first see a copy of such authorization in order to honor its terms.

BARGAINING UNITS (continued)

Pursuant to Education Code 45060 and 45168, as amended, employee requests to cancel or change authorization for payroll deductions must be directed to the employee organization rather than the district.

~~Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization.~~ When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168; ~~Government Code 3546~~)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

BARGAINING UNITS (continued)

~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)~~

~~Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)~~

~~(cf. 3460 Financial Reports and Accountability)~~

Legal Reference:

EDUCATION CODE

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

45100.5 *Senior management positions*

45104.5 *Abolishment of senior classified management positions*

45108.5 *Definition of senior classified management employees*

45108.7 *Waiver of provisions of 45108.5*

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

45220-45320 *Merit system, classified employees*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act, especially:*

3540.1 *Definitions*

3543.4 *Management position; representation*

3545 *Appropriateness of unit; basis*

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

3555-3559 *Public employee communication, information and orientation*

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

6254.3 *Disclosure of employee contact information to employee organization*

6503.5 *Joint powers agencies*

53260-53264 *Employment contracts*

CODE OF REGULATIONS, TITLE 8

33015-33490 *Recognition of exclusive representative; proceedings*

33700-33710 *Severance of established unit*

34020 *Petition to rescind organizational security arrangement*

34055 *Reinstatement of organizational security arrangement*

Legal Reference continued: (see next page)

BARGAINING UNITS (continued)

Legal Reference: (continued)

COURT DECISIONS

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

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

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

Management Resources:

WEB SITES

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

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

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

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

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

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

(11/11 10/17) 7/18

Policy Reference UPDATE Service

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CSBA Sample

Administrative Regulation

All Personnel

AR 4157.2(a)

4257.2

ERGONOMICS

4357.2

Note: Labor Code 6357 and 8 CCR 5110 establishes standards for workplace ergonomics designed to minimize the instances of injury from repetitive motion injuries (RMIs) caused by a repetitive job, process, or operation of identical work activity. The district may expand its ergonomics program to address injuries that may be caused by other factors in the workplace, such as ongoing exertion or strain or awkward posture. For further information regarding risk factors for RMIs and other workplace injuries and possible solutions, see the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) fact sheet Ergonomic Hazards. Pursuant to 8 CCR 5110, any employer with 10 or more employees must establish and implement an ergonomics program if, after July 3, 1997, the district has received reports from two or more employees of repetitive motion injuries (RMIs), caused by a repetitive job, process, or operation of identical work activity. It is recommended that any district with 10 or more employees track reports of RMIs to determine when to begin the program and to implement this regulation. Pursuant to the California Division of Occupational Safety and Health, examples of According to Cal/OSHA, RMIs may include injuries and diseases such as bursitis, ligamentous or muscular sprains or strains, neck-tension syndrome, nerve entrapment (e.g., carpal tunnel syndrome), tendon-related disorders, and hand-arm vibration syndrome.

8 CCR 5110 does not specify whether the two or more reported RMIs must be received from employees at the same workplace. However, it appears that this regulation does not apply to exposures outside of work, at another employer's workplace or at a geographically separate workplace of the employer. Thus, it could be argued that since each school is a geographically separate work site, complaints must be received from two or more employees of RMIs caused by a identical work activity at the same site before the district is required to implement this regulation. Since the law in this area is unclear, legal counsel should be consulted.

8 CCR 5110 does not specifically require the program to be in writing. However, Labor Code 6401.7 and 8 CCR 3203 require that the Injury and Illness Prevention Program be in writing and cover all workplace hazards, so it would appear that a district's ergonomics program would have to be in writing or it would violate Injury and Illness Prevention Program requirements; see BP 4157/4257/4357. The ergonomics program can be separate from or a part of the Injury and Illness Prevention Program.

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

Note: The following paragraph requires employees to notify their supervisor if they are experiencing symptoms of an ergonomic injury. Pursuant to Labor Code 5401, whenever the Superintendent or designee receives notice or knowledge of a work-related injury, he/she must provide, personally or by first class mail, a claim form and information to the employee regarding the employee's potential eligibility for workers' compensation benefits to cover missed work time and/or medical costs. See AR 4157.1/4257.1/4357.1 - Work-Related Injuries.

ERGONOMICS (continued)

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

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

To minimize employee's risk of repetitive motion injuries (RMIs), the Superintendent or designee shall implement an ergonomics program whenever two or more RMIs from an identical work activity have been reported by district employees within a 12-month period beginning July 3, 1997. In addition, all reported injuries must satisfy all of the following conditions: (8 CCR 5110)

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

Note: This 12-month provision appears to be a rolling 12-month reporting period. Each time an employee is diagnosed with a legitimate RMI, the district must track employee reports for a period of 12 months to see if another legitimate RMI to another employee is reported.

1. The RMIs were predominantly caused (i.e., 50 percent or more) by a repetitive job, process or operation.
2. The employees incurring the RMIs were performing a job process or operation of identical work activity. Identical work activity means that the employees were performing the same repetitive motion task, such as similar word processing, assembly or loading tasks.
3. The RMIs were musculoskeletal injuries that a licensed physician objectively identified and diagnosed.

Note: Pursuant to the California Division of Occupational Safety and Health, examples of RMIs may include bursitis, ligamentous or muscular sprains or strains, neck tension syndrome, nerve entrapment (e.g., carpal tunnel syndrome), tendon-related disorders and hand-arm vibration syndrome.

The Superintendent or designee shall ensure that the ergonomics program be designed to minimize RMIs in accordance with law. The program shall be composed of the following components: (8 CCR 5110)

ERGONOMICS (continued)

1. ~~Worksite evaluation~~

~~Evaluate~~ **Evaluate** each job, process, or operation of identical work activity **at the worksite**, or a representative number of such jobs, processes, or operations of identical **work** activities, ~~shall be evaluated~~ for exposures which have caused RMIs.

2. ~~Control of exposures which have caused RMIs~~

~~Correct in a timely manner, or minimize to the extent feasible if correction is not possible, any exposures that have caused RMIs, shall, in a timely manner, be corrected or, if not capable of being corrected, be minimized to the extent feasible. The district shall consider taking into consideration engineering controls, such as work station redesign, adjustable fixtures, or tool redesign, and administrative controls such as job station rotation, work pacing, or work breaks.~~

3. ~~Training~~

~~Employees shall be provided~~ **Provide staff** training that includes an explanation of:

- a. The district's **ergonomics** program
- b. The exposures that have been associated with RMIs
- c. The symptoms and consequences of injuries caused by repetitive motion
- d. The importance of reporting symptoms and injuries to the **employer district**
- e. Methods used by the district to minimize RMIs

Note: Pursuant to 8 CCR 5110 the above measures shall satisfy the district's legal obligations, unless it is shown that the district knew of but did not use a measure which was substantially certain to greatly reduce such injuries and would not impose unreasonable additional costs.

Note: 8 CCR 5110 does not specifically require the program to be in writing. However, Labor Code 6401.7 and 8 CCR 3203 require that the Injury and Illness Prevention Program be in writing and cover all workplace hazards, so it would appear that a district's ergonomics program would have to be in writing or it would violate Injury and Illness Prevention Program requirements; see BP 4157/4257/4357. **The following optional paragraph may be revised to reflect district practice.** The ergonomics program ~~can~~ **may** be separate from or a part of the injury and illness prevention program developed pursuant to Labor Code 6401.7 and 8 CCR 3203; see AR 4157/4257/4357 - Employee Safety. Pursuant to Labor Code 6401.7, the injury and illness prevention program must include, among other components, procedures for investigating occupational injury or illness and correcting unsafe or unhealthy conditions, work practices, and work procedures.

AR 4157.2(d)
4257.2
4357.2

ERGONOMICS (continued)

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

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

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

Legal Reference:

EDUCATION CODE

44984 Industrial accident and illness leaves, certificated employees

45192 Industrial accident and illness leaves, classified employees

GOVERNMENT CODE

21153 Employer not to separate for disability members eligible to retire

LABOR CODE

142.3 Adoption, amendment or repeal of standards and orders

3200-4855 Workers' compensation, especially:

3550-3553 Employee ~~an~~ notice

3600-3605 Conditions of liability

3760 Report of injury to insurer

4600 Provision of medical and hospital treatment by employer

4906 Disclosures and statements

5400-5404 Notice of injury or death

6303 Place of employment; employment

6305 Occupational safety and health standards; special orders

6310 Retaliation for filing complaint prohibited

6357 Standards for workplace ergonomics

6401.7 Injury prevention programs

6409.1 Reports

CODE OF REGULATIONS, TITLE 8

3203 Injury and Illness Prevention Program

5110 Repetitive motion injuries

Management Resources:

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

Ergonomic Hazards, Fact Sheet H

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

WEB SITES

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

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

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CSBA Sample Board Policy

Certificated Personnel

BP 4161.3(a)

PROFESSIONAL LEAVES

Note: The following **optional regulation is policy may be** subject to collective bargaining agreements.

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

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

(cf. 4131 - Staff Development)

(cf. 4161/4261/4361 - Leaves)

Note: Education Code 44967 requires that an employee serve in the district for at least seven consecutive years preceding the granting of the leave to be eligible for professional leave. Education Code 44967 authorizes the Board to prescribe additional standards of service which shall entitle for granting the employee to the leave of absence. ~~If the Board has established additional criteria, these should be listed here~~ **The following paragraph may be modified to reflect district practice.**

To be eligible for a **professional** leave of absence for these purposes, ~~the an~~ employee must have served in the district for at least seven consecutive years preceding the **granting of the** leave. ~~No more than one such leave of absence shall be granted in each seven-year period. No other types of leaves shall be considered a break in service for purposes of meeting this requirement and the period of such absence shall not be included as service in computing the seven consecutive years of service required for a professional leave.~~ **For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service. No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service.** (Education Code 44967)

Note: Education Code 44967 authorizes the Board to prescribe additional standards of service which shall entitle the employee to the leave of absence. ~~If the Board has established additional criteria, these should be listed here~~

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

PROFESSIONAL LEAVES (continued)

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

~~Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee agree upon in writing. The Board and employee may agree in writing to have the employee perform services for the district during the professional leave.~~ (Education Code 44968)

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

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

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

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

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

Legal Reference:

EDUCATION CODE

44966-44973 **36** *Leaves of absence for study or travel*

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CSBA Sample Board Policy

Classified Personnel

BP 4261.3(a)

PROFESSIONAL LEAVES

Note: ~~In districts operating under the merit system, leaves of absence for classified staff pursuant to Education Code 45380-45387 are subject to rules established by the personnel commission. The following optional regulation is subject to collective bargaining agreements. The following optional policy is for use by districts that offer classified employees a leave of absence for purposes of study or retraining, as authorized by Education Code 45380-45387. The policy may be subject to collective bargaining agreements and, in merit system districts, to personnel commission rules.~~

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

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

(cf. 4161/4261/4361 - Leaves)

(cf. 4231 - Staff Development)

Note: **Education Code 45382 requires that an employee serve in the district a specified period of time to be eligible for professional leave.** Education Code 45382 authorizes the **Governing** Board and/or the personnel commission in merit system districts to prescribe additional standards of service which shall entitle the employee to the leave of absence. ~~If additional criteria have been established, these should be listed here.~~ **The following paragraph may be modified to reflect district practice**

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

~~No more than one such leave of absence shall be granted in each seven or three year period.~~
(Education Code 45382)

Note: ~~Education Code 45382 authorizes the Board and/or the personnel commission in merit system districts to prescribe additional standards of service which shall entitle the employee to the leave of absence. If additional criteria have been established, these should be listed here.~~

PROFESSIONAL LEAVES (continued)

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

~~Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee may agree upon in writing.~~ **The Board and employee may agree in writing to have the employee perform services for the district during the professional leave.** (Education Code 45383)

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

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

The Board may grant reimbursement of the costs, including tuition fees, to any **permanent** classified employee who satisfactorily completes approved training to improve his/her job knowledge, ability, or skill, **as long as the employee is not eligible for reimbursement by another governmental agency, organization, or association**. Programs eligible for reimbursement include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, and other training programs **that are** designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

Legal Reference:

EDUCATION CODE

45220-45320 Merit system

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

(10/98) 7/18

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CSBA Sample Board Policy

Students

BP 5112.5(a)

OPEN/CLOSED CAMPUS

Note: Education Code 44808.5 grants the **Governing** Board the authority to allow high school students to leave the school campus during lunch. ~~Neither the district, nor its employees or and officers are not liable for the conduct or safety and conduct of students who leave under this policy.~~ **school grounds pursuant to Education Code 44808.5. Districts that maintain high schools may select Option 1 (open campus) or Option 2 (closed campus) below. Districts that do not maintain high schools may delete this policy or select Option 2. The open campus option does not apply to K-8 school districts.**

OPTION 1: Open Campus

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

Note: ~~The following optional paragraph is for use by districts that choose to impose conditions on the privilege to leave campus during lunch (e.g., based on academic achievement, attendance, and/or grade level) and may be revised to reflect specific district criteria, the process for determining eligibility, and/or the person responsible for enforcement.~~

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

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

~~(cf. 5145.6 – Parental Notifications)~~

~~The privilege of open campus may be revoked from individual students for disciplinary reasons.~~

~~(cf. 5144 – Discipline)~~

Students shall not leave the school grounds at any other time during the school day without written **express** permission of their parents/guardians and school authorities. Students who leave school or who fail to return following lunch without authorization shall be **considered to have an unexcused absence and be** classified truant and subject to disciplinary action.

~~(cf. 5112.1 - Exemptions from Attendance)~~

~~(cf. 5113 - Absences and Excuses)~~

~~(cf. 5113.1 - Chronic Absence and Truancy)~~

~~(cf. 5113.11 - Attendance Supervision)~~

OPEN/CLOSED CAMPUS (continued)

~~(cf. 5113.12 – District School Attendance Review Board)~~

~~The privilege of open campus may be revoked from The principal or designee may revoke the open campus privilege for individual students for disciplinary reasons.~~

~~(cf. 5144 – Discipline)~~

OPTION 2: Closed Campus

Note: The following language is for districts wishing to establish a closed campus.

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

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

~~(cf. 5112.1 - Exemptions from Attendance)~~

~~(cf. 5113 - Absences and Excuses)~~

~~(cf. 5113.1 - Chronic Absence and Truancy)~~

~~(cf. 5113.11 - Attendance Supervision)~~

~~(cf. 5113.12 - District School Attendance Review Board)~~

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

~~(cf. 5144 - Discipline)~~

OPTION 3: Senior Open Campus

Note: The following optional paragraph is for districts that choose to establish a closed campus, but issues lunch passes to seniors who meet certain eligibility criteria.

~~The Governing Board establishes a closed campus at all district schools, however seniors who meet eligibility requirements may use lunch passes to leave campus during the lunch hour. The Board views this program as a way to improve and reward student academic achievement and attendance. Eligibility requirements are based upon academic performance and attendance standards. The open campus privilege may be revoked for seniors who do not meet the eligibility standards.~~

~~Students shall not leave the school grounds at any other time during the school day without~~

OPEN/CLOSED CAMPUS (continued)

~~written permission of their parents/guardians and school authorities. Students who leave school or who fail to return following lunch without authorization shall be classified truant and subject to disciplinary action.~~

Legal Reference:

EDUCATION CODE

35160 Authority of the **Bb**oard

35160.1 Broad authority of school district

44808.5 Permission for ~~pupils~~ **students** to leave school grounds; notice

48980 Annual notification to parents/guardians

(12/87 6/97) 7/18

CSBA Sample

Administrative Regulation

Students

AR 5141.32(a)

HEALTH SCREENING FOR SCHOOL ENTRY

Note: The following **optional** regulation is for use by districts that offer grades K-1.

Comprehensive Health Screening for Grades K-1

Note: Health and Safety Code 124085 requires students to have a comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter, as provided below. At their discretion, districts may revise the following paragraph to require proof of the health screening before the student is admitted to school (kindergarten or grade 1), as recommended by the Child Health and Disability Prevention (CHDP) office of the California Department of Health Care Services (DHCS) in its CHDP School Handbook: School Entry Health Examination Requirements.

Pursuant to Health and Safety Code 124085, evidence of the comprehensive health screening must be provided on a form developed by the DHCS. Districts may obtain the DHCS "Report of Health Examination for School Entry" certification form through the CHDP program office at the local health department or on the CHDP web site.

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

(cf. 5111 - Admission)

(cf. 5141.3 - Health Examinations)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

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

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

Note: Pursuant to Health and Safety Code 124100, the notification described in the following paragraph must be provided in cooperation with the county's CHDP program established pursuant to Health and Safety Code 124025-124110. The CHDP program provides state-reimbursed health examinations at no cost to eligible students, including those who (1) are certified as eligible to receive Medi-Cal, (2) are not certified as eligible for Medi-Cal but have a family income at or below the level established annually by the DHCS, or (3) are attending a Head Start or State Preschool program. Annual eligibility criteria for the CHDP program are available on the DHCS web site and in its CHDP School Handbook: School Entry Health Examination Requirements.

The Superintendent or designee shall notify parents/guardians of all kindergarten students of the requirement to obtain a health screening and of the availability of the Child Health and Disability Prevention (CHDP) program established pursuant to Health and Safety Code 124025-124110 to assist eligible low-income families in obtaining the health screening. (Health and Safety Code 124100)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph reflects legislative intent in Health and Safety Code 124105 encouraging students to complete the health screening in conjunction with immunizations prior to enrolling in kindergarten. The CHDP School Handbook: School Entry Health Examination Requirements recommends that schools include the parent/guardian notice in the kindergarten registration packet because it has been found to be most effective to collect the certification forms at kindergarten entry.

The notice and certification form shall be included with the notification of immunization requirements provided to parents/guardians prior to their child's enrollment in kindergarten and shall encourage completion of the health screening simultaneously with immunizations. The notice shall also be provided to the parent/guardian of any student who is enrolling in first grade without having attended kindergarten in the district.

(cf. 5141.31 - Immunizations)

In lieu of the certification, the parent/guardian may submit a waiver on a form developed by DHCS indicating that he/she does not want or is unable to obtain a health screening. If the waiver indicates that the parent/guardian was unable to obtain the services, the reasons should be included in the waiver. (Health and Safety Code 124085)

Note: The following **optional** paragraph may be revised to reflect district practice. The CHDP School Handbook: School Entry Health Examination Requirements recommends that the waiver form be provided to parents/guardians upon request rather than distributed with the notification of the health screening requirement.

The waiver form shall be provided to a parent/guardian upon request.

The completed certification form or the waiver shall be maintained in the student's health file or cumulative record. (5 CCR 432)

(cf. 5125 - Student Records)

During the first 90 days of the school year, the Superintendent or designee may contact any parent/guardian of a first-grade student who has not provided either the certification form or the waiver to ensure that the parent/guardian understands the health screening requirement and, if appropriate, his/her possible eligibility for the CHDP program.

The Superintendent or designee shall exclude from school, for not more than five school days, any first-grade student who does not present evidence of a health screening or a waiver on or before the 90th day after entering first grade. The exclusion shall begin on the 91st day after the student's entrance into the first grade, or if school is not in session, then on the next succeeding school day. (Health and Safety Code 124105)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

Note: Pursuant to Health and Safety Code 124105, the exemptions described in the following paragraph may not exceed five percent of the district's first-grade enrollment.

The Superintendent or designee may exempt a student from exclusion when his/her parents/guardians have been contacted at least twice between the first day and the 90th day after the student's enrollment in first grade and the parents/guardians refuse to provide either a certification form or a waiver. (Health and Safety Code 124105)

(cf. 5112.2 - Exclusions from Attendance)

Oral Health Assessment for Grades K-1

Note: The following **optional** section reflects Education Code 49452.8, as added by AB 1433 (Ch. 413, Statutes of 2006), which requires certification that a student enrolling in school for the first time, either in kindergarten or first grade, receives an oral health assessment. As required by Education Code 49452.8, the California Department of Education (CDE) has developed a standardized form, available on its web site, to be used by all districts to obtain the certification of the assessment.

No later than May 31 of the **relevant** school year, the parent/guardian of a **any** kindergarten student, or **of any** first-grade student who was not previously enrolled in **kindergarten in** a public school, shall certify that the student has received an oral health assessment. The oral health assessment shall have been performed by a licensed dentist or other authorized dental health professional no earlier than 12 months prior to the date of the student's initial enrollment. ~~The parent/guardian shall submit to the Superintendent or designee a California Department of Education, standardized form which has been completed and signed by the dental health professional.~~ (Education Code 49452.8)

Note: The **California Department of Education (CDE)** has developed a sample parental notification letter, available on its web site, which satisfies the following requirements of Education Code 49452.8.

The Superintendent or designee shall notify parents/guardians **of students in grades K-1** of the oral health assessment requirement. The notification shall, at a minimum, consist of a letter that includes all of the following: (Education Code 49452.8)

1. An explanation of the administrative requirements of the law
2. Information on the importance of primary teeth
3. Information on the importance of oral health to overall health and to learning
4. A toll-free telephone number to request an application for **Healthy Families**, Medi-Cal, or other government-subsidized health insurance programs

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

5. Contact information for county public health departments
6. A statement of privacy applicable under state and federal laws and regulations

Note: The following **optional** paragraph may be revised to reflect district practice. As required by Education Code 49452.8, the ~~California Department of Education (CDE)~~ has developed a standardized **"Oral Health Assessment Form,"** available on its web site, to be used by all districts to obtain the certification of the assessment.

The notification, **along with a copy of the and** certification form **developed by the California Department of Education,** shall be provided to parents/guardians when they register their child for school.

Following completion of the assessment, tThe parent/guardian shall submit to the Superintendent or designee ~~a California Department of Education, standardized form a completed certification form~~ which has been ~~completed and~~ signed by the dental health professional.

Note: Pursuant to Education Code 49452.8, if parents/guardians are unable to obtain the oral health assessment for any of the reasons specified below, they must instead complete the section of the CDE's **certification standardized** form indicating why an assessment could not be completed.

~~The student~~ **A parent/guardian** may be excused from complying with the oral health assessment **requirements** if ~~his/her parent/guardian~~ **he/she** indicates on the **certification standardized** form that **it the assessment** could not be completed for any of the following reasons: (Education Code 49452.8)

1. Completion of an assessment poses an undue financial burden on the parent/guardian.
2. The parent/guardian lacks access to a licensed dentist or other dental health professional.
3. The parent/guardian does not consent to an assessment.

Note: The following paragraph is optional. Education Code 49452.8, as amended by SB 379 (Ch. 772, Statutes of 2017), requires the CDE's certification form to include specified information in regard to **parental rights related to school site oral health assessments.**

If the district hosts a free oral health assessment event at which licensed dentists or other licensed dental health professionals perform school site assessments of students enrolled in the school, any student who has not had an oral health assessment shall be given an assessment unless his/her parent/guardian has indicated on the certification

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

form that he/she does not consent to the student receiving an assessment. However, a student shall not receive dental treatment of any kind without his/her parent/guardian's informed consent for the treatment. (Education Code 49452.8)

Note: The following paragraph is **optional**.

Students who are not assessed, or for whom the parents/guardians fail to return the **standardized certification** form, shall not be excluded from school attendance.

Note: SB 379 (Ch. 772, Statutes of 2017) amended Education Code 49452.8 to change the date for reporting oral health assessment data, as provided in the following paragraph.

By **July 1** ~~December 31~~ of each year, the Superintendent or designee shall report data on oral health assessments to **the state dental director and/or** the county office of education in accordance with Education Code 49452.8.

The report shall also be provided to the Governing Board. The identity of any student shall not be included in the report.

Legal Reference: (see next page)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

Legal Reference:

EDUCATION CODE

48985 Notice to parents in language other than English

49060-49079 **Pupil Student** records

49452.8 Oral health assessment

HEALTH AND SAFETY CODE

104395 Child Health and Disability Prevention Program expansion

124025-124110 Child Health and Disability Prevention Program, especially:

124085 Certificate documenting health screening and evaluation services; waiver by parent/guardian

124100 Distribution of program information to parents/guardians of kindergarten children

124105 Exclusions and exemption; legislative intent of notification contents

CODE OF REGULATIONS, TITLE 5

432 Student records

CODE OF REGULATIONS, TITLE 17

6800-6874 Child Health and Disability Prevention Program

Management Resources:

CSBA PUBLICATIONS

~~Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Governance and Policy Services, Policy Brief, February 2007~~

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

Child Health & Disability Prevention (CHDP) Program: Oral Health Educational Resources for Children and Teens (6-20 years), rev. July 2013

CHDP School Handbook: School Entry Health Examination Requirements, rev. January 2006

WEB SITES

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

California Dental Association: <http://www.cda.org>

California Department of Education, Health Services: <http://www.cde.ca.gov/lh/he/hn>

California Department of Health Care Services, Child Health and Disability Prevention Program: <http://www.dhcs.ca.gov/services/chdp>

California Healthy Kids Resource Center: <https://www.ccrcca.org/resources/family-resource-directory/item/california-healthy-kids-resource-center> <http://www.californiahealthykids.org>

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Policy Reference UPDATE Service

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CSBA Sample

Board Policy

Instruction

BP 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Note: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

~~Proposition 58 (November 2016) amended Education Code 305.310 to authorize parents/guardians to select a language acquisition program that best suits their child and repealed Education Code 311 thereby eliminating the requirement that parents/guardians request a waiver from the district if they want to enroll their child in a program other than a structured English immersion program. See the section on "Language Acquisition Programs" below.~~

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See the CDE web site for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's publication The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, available on its web site.

The Governing Board intends to provide English learners with challenging curriculum and instruction that **develop** **maximize the attainment of high levels of** proficiency in English, **advance multilingual capabilities, and while** facilitating student achievement in the district's regular course of study.

~~Note: Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.~~

In addition, Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. **The CDE's Roadmap provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.**

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

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Note: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305, ~~as amended by Proposition 58 (November 2016)~~, requires the district to solicit input on language acquisition programs as part of the parent and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

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

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

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

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: Commission on Teacher Credentialing (CTC) leaflet CL-622, Serving English Learners, describes requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from the CTC; see AR 4112.22 - Staff Teaching English Learners.

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

(cf. 4112.22 - Staff Teaching English Learners)

Note: The following paragraph **is reflects a requirement** for **use by** districts that receive federal Title III funds to improve the education of English learners, **and is recommended for use by all districts**. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences. ~~Districts that do not receive Title III funds may delete or adapt the following paragraph to reflect district practice.~~

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraph is optional. The CDE's Roadmap indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

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

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

EDUCATION FOR ENGLISH LEARNERS (continued)

Identification and Assessment

Note: **The CDE's Roadmap emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development.** Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using a state assessment designated by the SBE. The state ~~is transitioning from the California English Language Development Test (CELDT) to the~~ English Language Proficiency Assessments for California (ELPAC), which are aligned with the 2012 state standards for ELD. ~~The ELPAC will include a~~ **They include an initial test for identifying students who may be English learners and an annual** summative assessment, ~~operational in spring 2018,~~ for determining English learners' level of English proficiency and ~~their~~ progress in acquiring the skills of listening, speaking, reading, and writing in English. ~~The ELPAC's initial screening test for identifying students who may be English learners will be operational July 1, 2018.~~ The CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration and identification and reclassification criteria.

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

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

Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR ~~853.5 and 853.7~~ **854.1-854.3, as renumbered by Register 2018, No. 4,** during test administration.

Education Code 60640 also authorizes districts to administer a primary language assessment to English learners in grades 2-11 for the purpose of assessing students' competency in reading, writing, and listening in their primary language. The Standards-Based Test in Spanish may be used for this purpose until a test is available that is aligned with the most recent state ELD standards. The new California Spanish Assessment is expected to be operational in the 2018-19 school year.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR ~~853.5 and 853.7~~ **854.1-854.3**. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR ~~853.5, 853.7~~ **854.1-854.3**)

(cf. 6162.51 - State Academic Achievement Tests)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: The following paragraph is optional. The CDE's Roadmap highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

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

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

Note: ~~Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to~~ authorize parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306; ~~see the accompanying administrative regulation.~~ **Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program.** The following section may be revised to reflect programs offered by the district. **Also see the accompanying administrative regulation.**

~~Pursuant to Education Code 310, as amended, when the parents/guardians of 30 or more students at a school or 20 or more students in any grade level at the school request a particular language acquisition program, the district shall offer that program at the school site to the extent possible.~~

~~In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)~~

~~Language acquisition programs are educational programs~~ **The district shall offer research-based language acquisition programs** that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. ~~The language acquisition programs provided to students shall be informed by research and shall lead to grade level proficiency and academic achievement in both English and another language. (Education Code 306; 5 CCR 11300)~~

~~The district shall offer English learners~~ **At a minimum, the district shall offer** a structured English immersion program **which includes designated and integrated English language development** to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; **5 CCR 11309**)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

Note: Items #1-2 below are **optional** and may be revised to reflect district practice.

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

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

(cf. 6142.2 - World/Foreign Language Instruction)

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

Note: The following paragraph is for use by districts that maintain any of grades K-3. ~~Education Code 310, as amended by Proposition 58 (November 2016), requires that language acquisition programs in grades K-3 comply with class size requirements specified in Education Code 42238.02. For further information, see BP 6151 - Class Size.~~

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

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

EDUCATION FOR ENGLISH LEARNERS (continued)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, **the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program.** (Education Code 310; **5 CCR 11310**)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.

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

Note: The following paragraph is for use by districts that maintain any of grades K-3. Education Code 310, as amended by Proposition 58 (November 2016), requires that language acquisition programs in grades K-3 comply with class size requirements specified in Education Code 42238.02. For further information, see BP 6151—Class Size.

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

~~*(cf. 6151—Class Size)*~~

~~**Note: Education Code 310, as amended by Proposition 58 (November 2016), requires any district that implements a language acquisition program to distribute the following notification when a student enrolls in school or as part of the annual notification issued pursuant to Education Code 48980.**~~

~~At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program (Education Code 310)~~

~~*(cf. 5145.6—Parental Notifications)*~~

EDUCATION FOR ENGLISH LEARNERS (continued)**Reclassification**

Note: As amended by Proposition 58 (November 2016), Education Code 305 no longer specifies that enrollment in a structured English immersion program is "not normally intended to exceed one year," nor does it address a timeline for students to be transferred from any other language acquisition program into an English language mainstream classroom. However, an English learner may transfer to an English language mainstream classroom when he/she has developed the English language skills necessary to succeed in an English-only classroom and, based on criteria established pursuant to Education Code 313 and 52164.6, is reclassified as fluent English proficient. See the accompanying administrative regulation. Furthermore, pursuant to 20 USC 6312, 34 CFR 100.3, and 5 CCR 11301, parents/guardians have a right to decline or opt their child out of a language acquisition program.

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

Program Evaluation

Note: The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners.

Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, the CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

The federal Every Student Succeeds Act (ESSA) (P.L. 114-95) repealed 20 USC 6842, thereby eliminating the requirement that districts receiving federal Title III funding (20 USC 6841-6849) reach "annual measurable achievement objectives," including annual increases in the number or percentage of English learners making progress in English proficiency. Instead, 20 USC 6311, as amended by the ESSA, requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient

EDUCATION FOR ENGLISH LEARNERS (continued)

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. **For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309**
56. Progress toward any other goals for English learners identified in the district's LCAP
67. A comparison of current data with data from at least the previous **year in regard to items #1-6 above**
8. **A comparison of data between the different language acquisition programs offered by the district**

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

*Legal Reference:***EDUCATION CODE**300-340 *English language education, especially:*305-310 *Language acquisition programs*313-313.5 *Assessment of English proficiency*430-446 *English Learner and Immigrant Pupil Federal Conformity Act*33050 *State Board of Education waiver authority*42238.02-42238.03 *Local control funding formula*44253.1-44253.11 *Qualifications for teaching English learners*48980 *Parental notifications*48985 *Notices to parents in language other than English*52052 *Numerically significant student subgroups*52060-52077 *Local control and accountability plan*~~52130-52135~~ *Impacted Languages Act of 1984*52160-52178 *Bilingual Bicultural Act*56305 *CDE manual on English learners with disabilities*60603 *Definition, recently arrived English learner*~~60605.87~~ *Supplemental instructional materials, English language development*60640 *California Assessment of Student Performance and Progress*60810-60812 *Assessment of language development*~~62005.5~~ **62002.5** *Continuation of advisory committee after program sunsets*

Legal Reference continued: (see next page)

EDUCATION FOR ENGLISH LEARNERS (continued)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 5

~~853.5 853.7 Test administration; universal tools, designated supports, and accommodations~~

~~853.8 CAASPP and unlisted resources for students with disabilities~~

~~854.1-854.3 CAASPP and universal tools, designated supports, and accommodations~~

~~854.9 CASSPP and unlisted resources for students with disabilities~~

11300-11316 English learner education

11510-11517.5 California English Language Development Test

11517.6-11519.5 English Language Proficiency Assessments for California

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility

1701-1705 Equal Educational Opportunities Act

6311 Title I state plan

6312 Title I local education agency plans

6801-7014 Title III, language instruction for English learners and immigrant students

7801 Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited

200.16 Assessment of English learners

COURT DECISIONS

Valeria G. O. v. Wilson Davis, (2002) 307 F.3d 1036

California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 F.Supp. 698

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Management Resources:

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

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

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

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

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

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

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

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

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

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

Management Resources continued: (see next page)

EDUCATION FOR ENGLISH LEARNERS (continued)

Management Resources: (continued)

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Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

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

Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

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

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

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

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

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

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

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

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

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

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

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

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

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

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

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

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

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CSBA Sample

Administrative Regulation

Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Definitions

Note: The following section reflects definitions in Education Code 306, as amended by Proposition 58 (November 2016).

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

***Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)**

***Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)**

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Note: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. ~~When fully operational in 2018, the~~ The English Language Proficiency Assessments for California (ELPAC) ~~will be~~ **are** used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be **initially** assessed for English proficiency using the ~~state's designated English language proficiency test for initial identification~~ **English Language Proficiency Assessments for California (ELPAC)**. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the ~~state's designated English language proficiency test~~ **ELPAC** shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Note: 5 CCR ~~11516-11516.6~~ **11518.30-11518.35, as renumbered by Register 2017, No. 23**, specify allowable variations and accommodations in the administration of the state English language proficiency assessment. ~~These variations and accommodations are generally the same as those allowed for other state assessments; see AR 6162.51 – State Academic Achievement Tests.~~

The ~~state assessment~~ **ELPAC** shall be administered in accordance with test publisher instructions and 5 CCR ~~11518.5-11518.20~~ **11518.30-11518.35**. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR ~~11516-11516.6~~ **11518.30-11518.35**.

Note: The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ~~annual assessment of English language proficiency~~ **ELPAC** as appropriate. English learners with disabilities must be allowed to take the test with accommodations as specified in their individualized education program or Section 504 plan. Pursuant to 5 CCR ~~11518.30~~ **11518.30**, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16, ~~as amended by 81 Fed. Reg. 86076~~, provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

Education Code 56305, ~~as amended by AB 99 (Ch. 15, Statutes of 2017)~~, ~~as added by AB 2785 (Ch. 579, Statutes of 2016)~~, requires CDE to develop, by ~~July 1, 2018~~, **January 1, 2019**, a manual providing guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used

EDUCATION FOR ENGLISH LEARNERS (continued)

during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR **11518.25-11518.35** ~~11516-11516.7~~; 20 USC 1412)

(cf. 6159 - Individualized Education Program)

(cf. ~~6152.51~~ **6162.51** - State Academic Achievement Tests)

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

Note: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. The CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

The Superintendent or designee shall notify parents/guardians of their child's results on the **state's English language proficiency assessment ELPAC** within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, **and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, Such districts receiving Title I or Title III funds** are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program. **The Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 7012 and moved the notification requirement to 20 USC 6312.**

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code **313.2**, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

EDUCATION FOR ENGLISH LEARNERS (continued)

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

Note: Education Code 313.2, as amended by AB 81 (Ch. 609, Statutes of 2017), requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in item #4 below.

- 4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards.**
- 4.5.** Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
- 5.6.** Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

EDUCATION FOR ENGLISH LEARNERS (continued)

- 6.7.** Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

- 1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.**
- 2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.**
- 3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:**
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program**
 - b. Identify costs and resources necessary to implement any new language**

EDUCATION FOR ENGLISH LEARNERS (continued)

acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

Note: Pursuant to 5 CCR 11310, as amended by Register 2018, No. 20, districts are required to notify parents/guardians regarding language acquisition programs at the beginning of each school year or upon a student's enrollment. The following section includes the notice requirements pursuant to 5 CCR 11310.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals

EDUCATION FOR ENGLISH LEARNERS (continued)

5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

Note: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. **Additional guidance is available on the CDE's web site.** The district may expand the following list to reflect any additional criteria it has established. ~~The CDE's CELDT Information Guide includes recommendations for assessing each of the following criteria and states that, for a student with disabilities, the student's IEP team or Section 504 team should determine any supplemental criteria to be used.~~

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ~~state's English language proficiency assessment~~ **ELPAC**

EDUCATION FOR ENGLISH LEARNERS (continued)

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

Note: Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from the CDE to district superintendents (~~Academic Criterion for~~ Reclassification **Guidance for 2017-18**) dated ~~August 11, 2014~~ **April 28, 2017** clarifies that **the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion, or**, ~~when a state test of basic skills is unavailable, districts must may select another measure which may include a local assessment.~~ The CDE correspondence provides examples of appropriate measures and is available on the CDE web site.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support **to ensure his/her language and academic success.**

Advisory Committee

Note: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, a parent/guardian advisory committee is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committee are specified in 5 CCR 11308.

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

EDUCATION FOR ENGLISH LEARNERS (continued)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a ~~district master~~ plan ~~of for~~ education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR **11301**, 15495)

(cf. 0460 - Local Control and Accountability Plan)

EDUCATION FOR ENGLISH LEARNERS (continued)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

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CSBA Sample

Board Bylaw

Board Bylaws

BB 9310(a)

BOARD POLICIES

Note: The following **optional** bylaw may be revised to reflect district practice.

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians, and the community. **Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.**

(cf. 9000 - Role of the Board)

The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0415 - Equity)

(cf. 0460 - Local Control and Accountability Plan)

Note: State and federal laws mandate that districts develop policy or regulations on numerous topics. CSBA maintains a list of mandated policies and also indicates throughout its sample policy manual instances where policy language is mandated.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. **Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.**

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agendas/Meeting Materials)

BOARD POLICIES (continued)

Note: Education Code 35160.5 requires that district policies pertaining to intradistrict open enrollment and extracurricular/cocurricular activities be reviewed annually.

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

Note: The following section describes the basic steps in the policy development process and may be revised to reflect district practice. CSBA offers a variety of policy services designed to assist the governance team with this process, including review of district policy manuals, policy development workshops for individual districts and consortia of districts, and manual maintenance services.

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision **statement, new or** goals **in the local control and accountability plan,** educational research or trends, **or a change in the superintendency or Board membership.** ~~The need may also occur as a result of~~ an incident that has arisen in the district, **a parent/guardian,** or other interested persons.

~~Note: Information gathered by district staff, as provided in item #2 below, may include sample policies available through CSBA.~~

2. As needed, the Superintendent or designee shall gather fiscal **and other** data, staff and public input, related district policies, sample policies from **the California School Boards Association or** other organizations or agencies, and other useful information **and data** to fully inform the Board about **the a particular** issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, **how the proposed policy may affect student learning,** community expectations, staff recommendations, **and**

BOARD POLICIES (continued)

the expected impact of the policy ~~fiscal impact, as well as the policy's impact on student learning and well-being, equity, governance, and the district's fiscal resources~~ and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

Note: ~~Generally, most~~ policies are given two readings at a public Board meeting. However, a second reading is **generally** not required by law so it may be waived by the Board. The following paragraph should be modified by districts that only require one reading of policies prior to adoption.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

~~*(cf. 9322 - Agenda/Meeting Materials)*~~

(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or **the desire** to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date **if so** designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own **government governance** consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall

BOARD POLICIES (continued)

be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other **necessary** provisions. The Superintendent or designee **may** also **may** develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding **administrative** regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve **administrative** regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At ~~the any~~ time, ~~a policy is adopted,~~ the Board and Superintendent or designee ~~shall~~ **may** determine ~~whether an evaluation~~ **that progress reports to the Board on the implementation and/or effectiveness** of the policy should be scheduled. ~~and, if so, the Board and Superintendent or designee~~ shall agree upon a timeline and, **as applicable,** measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

Note: Districts that are updating their policy manual through CSBA's Manual Maintenance **Plus** service have the option of accessing their district's policy manual and other legal and management resources through CSBA's GAMUT Online **service-web site**.

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. ~~A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies~~ **policy manual** shall be maintained **either** electronically **and/or** by paper copy.

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue. **Policies shall be posted on the district's web site when required by law.**

(cf. 1112 - Media Relations)

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

BOARD POLICIES (continued)

(cf. 5145.6 - Parental Notifications)

(cf. 6020 - Parent Involvement)

Suspension of Policies

No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210—Administrative Discretion Regarding Board Policy)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Management Resources:

WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online), Policy Review Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>

National School Boards Association: <http://www.nsba.org>

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Policy Reference UPDATE Service

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AGENDA ITEM 16.0

DISCUSSION ITEM: Administrative Reports
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BACKGROUND

S. Lyons, superintendent, will report on activities relevant to District and Sutter's Mill School business.

B. Holler, principal, will report on activities relevant to Gold Trail School business.

Aidan Harte, CBO, will be available to answer question relevant to financial business.

Board members will report on activities relevant to District business.

ATTACHMENTS

➤ **None**

BUDGETED

☒ NA

☐ Yes

☐ No

☐ Cost Analysis Follows

RECOMMENDATION

No action needed.

NOTES

AGENDA ITEM: Closed Session
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17. CLOSED SESSION OPEN HEARING

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

18. CLOSED SESSION

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

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

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

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 19.0

Reconvene Public Session and Closed Session Disclosure

If Vote Taken in Closed Session

<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 20.0

Future Meetings

Date: Thursday, September 13, 2018

Time: 6:00 p.m.

Location: Gold Trail School

Library

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

Bargaining Unit Proposal Sunshine (Annual)

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

<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>