

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street

Colusa, CA 95932

(530) 458-7791 FAX (530) 458-4030

AGENDA

Board of Trustees Regular Meeting DISTRICT OFFICE CONFERENCE ROOM

April 12, 2016

4:00 p.m. Open Session with Closed Session to Follow

**PUBLIC COPY OF BOARD PACKET IS AVAILABLE FOR INSPECTION
AT THE CUSD DISTRICT OFFICE LOCATED AT 745 TENTH ST., COLUSA**

All meetings of the Governing Board are open to the general public, with the exception of the Closed Sessions, which are held to consider those items specifically exempt under the Ralph M. Brown Act. Anyone planning to attend a meeting who has a disability and needs special assistance should call the Superintendent's Office, 458-7791, at least 3 days in advance to make special arrangements.

Spanish translation is available at Regular Session Board Meetings. To arrange for translation services, please call the Superintendent's Office, 458-7791, at least 3 days in advance. [Se ofrece traducción en Español para la junta regular de la mesa directiva. Para solicitar servicios de traducción al español, por favor llame a la Oficina del Superintendente, al 458-7791, con 3 días de anticipación por lo menos.]

4:00 P.M. OPEN SESSION

- A. Call to Order
- B. Pledge of Allegiance
- C. Action Item:
 - 1. Action to Grant Permanent Status at the Beginning of the 2016-2017 School Year to: Jennifer Hardwick, Sheraya Harmon, Stephanie Archibald, Tina Lyons, Melissa Michalk, Stephanie Stever.
- D. Reception for Newly Tenured Teachers

E. Hearing of Public for items on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your right to address any action item, please notify the Superintendent's Office of your desire to speak by noon of the day prior to the Board Meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

F. Hearing of Public for items not on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the board may not be prepared to comment on the issues they raise, but may request those items to be properly agendaized for inclusion in the discussions at a future meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

G. Reports:

- 1. Recognitions & Celebrations
- 2. Student Report – CHS Student Representative
- 3. President's Report
 - a. Board of Trustee Time – *this is the time for individual Trustees to report on their Committee's activities and to specify any items they would like to see on the agenda for the next meeting*
 - 1. CRAF – Charles Yerxa

2. Friends of Music – Lincoln Forry & Terry Bressler
 3. Friends of Ag – Kathie Whitesell & Kelli Griffith-Garcia
 4. SELPA – Kathie Whitesell & Terry Bressler
 5. Grounds – Lincoln Forry
4. Superintendent's Report
 - a. Improving Achievement (*standing item*)
 1. 2016-17 LCAP Proposed Activities
 - b. Management (*standing item*)
 1. Bond Projects Update
 2. FPM Update
 3. Summer Board Meeting Schedule
 - c. Budget (*standing item*)
 1. Enrollment
5. Principal's Report – Rebecca Changus
- H. CSEA (California School Employees Assn.) Representative's Report
- I. CEA (Colusa Educators Association) Representative's Report
- J. Information/Discussion/Possible Action Items
 1. Consider Approval of Music Department Travel to Hollywood from April 14-17
 2. Warrants: Batch #33-36
 3. Consider Approval of Board Policies & Administrative Regulations:
 - a. First Reading of BP 3270 – Sale & Disposal of Books, Equipment and Supplies
 - b. First Reading of AR 3550 – Food Service/Child Nutrition Program
 - c. First Reading of AR 4112.6, 4212.6, 4312.6 – Personnel Files
 - d. First Reading of AR 6173.2 – Education of Children in Military Families
 - e. First Reading of AR 7111 – Evaluating Existing Buildings
 - f. First Reading of BP 1312.3 – Uniform Complaint Procedures
 - g. First Reading of AR 1312.3 – Uniform Complaint Procedures
 - h. First Reading of BP 3553 – Free & Reduced Price Meals
 - i. First Reading of AR 3553 – Free & Reduced Price Meals
 - j. First Reading of AR 4161.1, 4361.1–Personal Illness/Injury Leave
 - k. First Reading of AR 4161.2, 4261.2, 4361.2 – Personal Leaves
 - l. First Reading of AR 4261.1 – Personal Illness/Injury Leave (Classified)
 - m. First Reading of BP 5146 – Married/Pregnant/Parenting Students
 - n. First Reading of BP 6142.7 – Physical Education & Activity
 - o. First Reading of AR 6142.7 – Physical Education & Activity
 - p. First Reading of BP 6152 – Class Assignment
 - q. First Reading of AR 6162.51 – State Academic Achievement Tests
 - r. First Reading of BP 6164.2 – Guidance/Counseling Services
 - s. First Reading of BP 3515.2 – Disruptions
 - t. First Reading of AR 3515.2 – Disruptions
 - u. First Reading of BP 3515.7 – Firearms on School Grounds
 - v. First Reading of E 3515.7 – Firearms on School Grounds

- K. Motion to Approve Items on the Consent Action Agenda
 - 1. Consider Approval of Consent Agenda: Regular and Customary Business Items:
 - a. March 8, 2016 Meeting Minutes
 - b. Absolute Concrete Agreement
 - c. National Glazing Agreement
 - d. Jeff Savage Plumbing Agreement
 - e. Infinity Communication Agreement
 - f. Revised 2015-16 CSEA Tentative Agreement
 - g. Resolution #2015.16.06 – Education Protection Account
 - h. General Fund 01 Budget Revision
 - i. Personnel Assignment Order #2015-2016 #10
 - j. March Payroll
 - k. ASB Financial Statement
- L. Hearing of Public for Matters on Closed Session Agenda
- M. Adjourn to Closed Session to consider and/or take action upon any of the following items:
 - 1. Student Matters:
 - a. Out-of-School Suspensions (*Standing item-information*)
 - b. Inter-District Transfers (*Standing item-information*)
 - 2. Personnel Matters:
 - a. Public Employment
 - 1. 2015-2016 New Hires
 - 3. Negotiations:
 - Instructions to District Negotiators (*Executive Session of School Board and its designated representatives for the purpose of discussing its position regarding matters within the scope of representation and instructing its designated representatives*)
- N. Reconvene Open Session
- O. Adjournment of the Meeting

Memorandum

To: Dwayne Newman, Superintendent
From: Wallace E. Browe
 CUSD Measure A Bond Program Manager
Date: April 4, 2016
Subject: Measure A Bond Program Progress Update #10
 For April 12th, 2016 Board Meeting

This memorandum is to provide a progress update on Colusa Unified School District's Measure A Bond Program.

1. Measure A Bond Program Budgets

CPM last reported on budget update information to the Citizens Bond Oversight Committee on January 25th. Meetings continue with Dwayne to update and discuss revisions to the budgets. The Program is in the out-to-bid stage and by early May, all projects are scheduled to be bid and Board approved. Mobilization and construction starting in June, ending by mid-August.

2. Citizens' Bond Oversight Committee (CBOC)

The CBOC last met on January 25, 2016 with Dwayne and CPM. The next CBOC is schedule for April 14th. A site visit or visits to the schools will be included with this meeting. These visits will provide a before and after review of the school projects.

3. Prop. 39 California Clean Energy Jobs Act

The Energy Expenditure Plans (EEP) for all three sites has been approved by the California Energy Commission (CEC) on October 21st. This engineering cost to develop these designs is included with the Prop 39 funds and the design of the mechanical units has begun. The installation of the units is scheduled to be completed by mid-August. The other substantial Prop 39 work includes the lamps and ballast replacements at all three sites. This scope of will not require an engineered design to implement. All work must be installed by 2019 to be compliant.

4. Department of State Architect (DSA) Close-Out Certification

CPM and Nexus Architects have met with DSA to discuss the certifications. **Egling Middle School has received DSA approved Close-out Certification**. Colusa High School will soon be resolved with in-field confirmations and certificates from Nexus Architects and the District. Burchfield Primary School is more complex. The missing documents required include welding certifications and In-Plant Inspector verifications during the assembly of the now 31-year old building (building tag dates 1985). DSA did not hold up our projects from being approved, as of April 1st, all of our summer projects have been DSA approved. However, DSA will not certify (Close-out) Colusa High School or Burchfield PS until these older portable projects (from the early 90's) are resolved. Meetings and correspondence will continue with CPM, Nexus and the DSA.

5. District-Wide Fire Alarm Replacements

The Fire Alarm Replacement Project at CHS, Burchfield and Egling MS is out-to-bid. The current 100% CD estimate has the project on-budget. The project will be bid together with 3 phases. Each phase will represent each of the schools. Mandatory Pre-Bid Conference was Thursday, March 17th. 9 bidders attended the Pre-Bid. The Bid Date is currently scheduled for Thursday, April 7th at 2:00 p.m.

6. District-Wide Low Voltage (LV) System Replacement

CPM is working with Audio Enhancement on the IP/Paging and Intercom System. The District approved the product with the potential enhancements that can be added later if requested. This would include voice amplification and Safe School components for added site security. The bid documents are currently being developed for the IP/Paging System. CPM is working on securing E-Rate funding for the structured cabling project. Initial analysis has the District eligible for \$174,000 in funding for this scope of work. This Cabling Project is out-to-bid. Timing is of the essence to secure the granted money.

7. Egling Choir Portable and Paving Replacement

The Project was submitted into DSA on December 8th. All reviews and comments were incorporated into the design. The current estimate indicates the project is roughly \$238,000 over budget. The Project is DSA approved and out-to-bid. The Bid Date is currently scheduled for Wednesday, April 20th at 2:00 p.m. The project is scheduled for a May 10th Board approval.

8. Burchfield ADA Restroom & Paving Replacement | Colusa High Gymnasium HVAC and ADA Restroom Replacement

The Project was submitted into DSA on December 8th. All reviews and comments were incorporated into the design. The current 100% CD estimate indicates the project is roughly \$134,000 under budget with some minor additional scope added to the project. The Project is DSA approved and out-to-bid. The Bid Date is currently scheduled for Thursday, April 28th at 2:00 p.m. The project is scheduled for a May 10th Board approval.

9. Colusa High School Gym HVAC and Restroom ADA Modernization

The Project was submitted into DSA on December 24th. All reviews and comments were incorporated into the design. The current 100% CD estimate is currently \$20,900 under budget. The Project is DSA approved. This project is scheduled to go out-to-bid on Monday, April 4th. The Bid Date is currently scheduled for Tuesday, May 3rd at 2:00 p.m. The project is scheduled for a May 10th Board approval.

10. Colusa High School Agricultural Support Building

The Ag Barn Site Utilities Project is out-to-bid. The scope of this work will provide water, sewer and power to the new CHS Ag Barn Building. The mandatory Pre-Bid conference was held on Friday, February 26th. 3 contractors attended. The project bids on Tuesday, April 12th. This delay was caused by a change in the design criteria for the sewage pump.

(Lincoln) Forry Excavating Inc. has started working on providing the services of constructing the subgrade for the building pad. Upon completion of the building pad subgrade and site utilities, Schmidt Construction, will begin the installation of the building pad, footings and Ag Barn Building.

CHS Music Trip – Requested by Mike Phenicie

Taking 40 students and 14 adults. Driving private vehicles.

Itinerary as follows:

Thursday, April 14 Leave CHS around 7:00 am. Arrive at our hotel around 4:00 or 5:00. Check into rooms, go have dinner (fast food nearby), spend some time in the pool (open until 10pm).

Friday Go to breakfast at Hometown Buffet (1.8 miles away), then to the Grammy Museum (15 miles away). Next, we are looking into taking the Metro bus to Universal studios, which is 10 miles from the hotel. It's cheaper to take the bus than it is to park at Universal Studios. Around 6pm, we'll walk to Universal Studios City Walk to Bubba Gump's Shrimp Co. for dinner, then possibly go back into the park. The officials at the park are saying they may extend the hours of the park because of the new Wizarding World of Harry Potter that opens on April 7th. Whenever we leave the park, we will head back to the Hotel for the night.

Saturday We'll go to an earlier breakfast at Hometown Buffet, then over to North Hollywood High School (20 miles away) for our performances. The CHS Band goes into warmup at 7:25 am, then performs at 8am. The Guitar Ensemble warms up at 9:25, then performs at 9:45. Next is the Jazz Band, warming up at 11:00 and performing at 11:30. Next, we will drive to St. Brendan Catholic Church in Los Angeles (9 miles away) for the choir's performance. They warm up at 1:00 pm, and perform at 1:30. We're done about 2:00, and we'll go back to Universal Studios to spend the rest of the day there. Each student and chaperone will receive a meal voucher for Universal Studios to cover your dinner. The awards ceremony is in Universal Studios, and it will be at 10:00 pm. Right after the awards ceremony, we will go back to the hotel for the night.

Sunday We'll go out to breakfast at Hometown Buffet once more (not so early this time), then head for home. My goal is for us to arrive home by around 6pm.

Mike

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE MARCH 11, 2016			BATCH 33
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
910	SUE BARRETT	\$ 332.57	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
926	TERRY BILADEAU	\$ 214.38	01	MOT	REIMBURSE MILEAGE
940	CITY OF COLUSA	\$ 6,238.62	01	ALL	WATER, SEWER BILLING
907	CCOE	\$ 25.00	01	DO	WORKSHOP REGISTRATION FEE
RC51	CUSD EMER FD-J. TONGSON	\$ (121.91)	01	DO	CANCEL EMER PAYROLL CHECK
RC51	CUSD EMER FD-CMEA	\$ 200.00	01	CHS	MUSIC COMPETITION ENTRY FEE
RC51	CUSD EMER FD-MARCH OF DIMES	\$ 150.00	95	CHS	FBLA FUNDRAISER
RC51	CUSD EMER FD-SHANNON CUNHA	\$ 65.45	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC51	CUSD EMER FD-DANIEL CUNHA	\$ 71.00	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC51	CUSD EMER FD-BETH ABELE	\$ 122.80	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC51	CUSD EMER FD-ROBIN MYERS	\$ 151.96	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC51	CUSD EMER FD-CSRMF	\$ 400.00	01	EMS	FIELD TRIP
RC51	CUSD EMER FD-NSCIF	\$ 2,809.00	01	SPORTS	PLAYOFF TICKET PROCEEDS
RC51	CUSD EMER FD-ROBIN MYERS	\$ 145.96	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC51	CUSD EMER FD-DEBRA MARTINEZ	\$ 286.44	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC51	CUSD EMER FD-AIYANA GARCIA	\$ 53.25	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
933	CONTINENTAL ATHLETIC SUPPLY	\$ 870.75	01	SPORTS	FOOTBALL SUPPLIES
947	BETTY ANN CORONADO	\$ 14.48	13	CAFET	REIMBURSE FOR SUPPLIES PURCHASED
904	CRYSTAL CREAMERY	\$ 2,515.19	13	CAFET	FOOD
909	CSRMF	\$ 400.00	01	EMS	FIELD TRIP
945	DANIELSEN	\$ 8,193.47	13	CAFET	FOOD
929	DAVIES OIL	\$ 417.53	01	MOT	FUEL FOR VEHICLES
913	DAVISON DRUGS	\$ 11.57	01	BPS	SUPPLIES
920	FASTENAL	\$ 426.57	01	CHS	AG SHOP SUPPLIES
949	FIVEWAY	\$ 343.75	25	DEVFEE	FEE TO HAUL EQUIPMENT AG BARN
936	FRANZ FAMILY BAKERIES	\$ 634.45	13	CAFET	FOOD
911	GENERAL PRODUCE	\$ 2,329.17	13	CAFET	FOOD
908	GENERATIONS	\$ 404.03	01	CHS	SHIRTS FOR MUSIC
919	GOLD STAR FOODS	\$ 420.04	13	CAFET	FOOD
912	GRANZELLAS	\$ 43.00	01	CHS	SUPPLIES
918	GRIFF'S FEED	\$ 31.00	01	MOT	GROUNDS SUPPLIES
927	LEASA HILL	\$ 487.92	13	CAFET	REIMBURSE MILEAGE & SUPPLIES
937	MARIBEL HUGHES	\$ 63.46	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
946	PAM HUTCHINSON	\$ 3,800.00	01	EMS	CONSULTING FEE
944	JW WOOD	\$ 25.19	01	MOT	MAINTENANCE SUPPLIES
917	KELLEHER PAINT	\$ 380.57	01	MOT	MAINTENANCE SUPPLIES
930	LARA KELLEHER	\$ 11.34	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
921	BOB KIRKMAN	\$ 79.26	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
948	LCMS AWARDS	\$ 68.59	01	CHS	AWARDS
903	MCCUMBERS GLASS	\$ 1,449.03	01	MOT	REPLACE BROKEN WINDOWS 2 SCHOOLS
939	MITEL LEASING	\$ 1,491.87	01	ALL	PHONE SYSTEM LEASE
923	MITCHELL NAIL	\$ 256.00	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
916	PLATT	\$ 212.85	01	MOT	MAINTENANCE SUPPLIES
915	READING OIL	\$ 1,156.03	01	MOT	FUEL FOR VEHICLES
905	CRAIG RICHARDS	\$ 73.52	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
922	RISO PRODUCTS	\$ 250.00	01	BPS	MAINT. AGREEMENT ON RISO
931	ROUND TABLE PIZZA	\$ 61.14	01	EMS	PIZZA
914	SELOVER'S PAINT	\$ 337.56	01	MOT	VEHICLE REPAIR
941	MELISSA SLOCUM	\$ 12.45	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
935	SORENSEN PEST CONTROL	\$ 258.00	01	ALL	PEST CONTROL SERVICE
934	SPORTSMEN DEN	\$ 235.43	95	CHS	SUPPLIES
906	SUPERIOR REGION FFA	\$ 569.00	95	CHS	FFA ENTRY FEE
942	SUTTER BUTTES COMMUNICATIONS	\$ 210.00	01	EMS	RADIO REPAIR
943	SYSCO	\$ 2,673.78	13	CAFET	FOOD
932	AMANDA THOMAS	\$ 2,700.00	95	CHS	FFA PIGS FOR FAIR
924	CLAIR TOTH	\$ 73.85	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
925	VALLEY TRUCK AND TRACTOR	\$ 176.54	01	MOT	MAINTENANCE SUPPLIES
928	YUBA SAFE & LOCK	\$ 1,302.10	01	MOT	LOCK REPLACEMENT/REPAIR
TOTAL ALL FUNDS		\$ 46,615.00			

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE MARCH 25, 2016			BATCH 34
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
979	ABSOLUTE CONCRETE	\$ 7,478.00	01	MOT	CONCRETE POUR FREEZER PAD/SIDEWALK
997	ACTIVE NETWORK	\$ 795.00	01	ALL	RECEIPTING SOFTWARE ANNUAL FEE
964	PETER ADAMS	\$ 1,000.00	01	CHS	PROGRESS PAYMENT ON CHS ART
952	APPEAL DEMOCRAT	\$ 67.50	01	BPS	AD IN PAPER
975	ARCHITECTURAL NEXUS	\$ 7,154.31	21	BOND	ARCHITECTS FEES
1000	TIFFANY BAILEY	\$ 57.49	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
962	BEELER TRACTOR	\$ 857.92	01	MOT	MAINTENANCE SUPPLIES
976	BUTTE COE	\$ 150.00	01	EMS	WORKSHOP REGISTRATION FEE
987	CVT	\$ 107,080.10	01	ALL	APRIL PREMIUMS
965	CATA	\$ 396.00	01	CHS	WORKSHOP REGISTRATION FEE
950	ELLEN CENAMI	\$ 28.44	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
989	REBECCA CHANGUS	\$ 67.36	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
971	CHARLIES ELECTRIC	\$ 275.00	01	MOT	ELECTRIC REPAIRS
994	CHEVRON	\$ 88.60	01	MOT	FUEL FOR VEHICLES
970	COLUSA COUNTY FARM SUPPLY	\$ 108.15	01	MOT	MAINTENANCE SUPPLIES
984	CUSD ASB FUND	\$ 271.01	01	CHS	CORRECT BUDGET CODING TO DIFFERENT FD
980	CUSD CAFETERIA FUND	\$ 68.80	01	DO	FOOD FOR DELAC MEETING
RC52	CUSD EMER FD-CITY OF COLUSA	\$ 100.00	01	CHS	FOM BANNER FOR MUSIC WEEK
RC52	CUSD EMER FD-CA FBLA	\$ 2,095.00	95	CHS	FBLA SECTIONS
RC52	CUSD EMER FD-CA FBLA	\$ 2,800.00	95	CHS	FBLA SECTIONS
RC52	CUSD EMER FD-CAITLIN VACA	\$ 121.06	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC52	CUSD EMER FD-GINA MORESCO	\$ 83.14	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC52	CUSD EMER FD-AMERICAN CHRISTIAN ACADEMY	\$ 425.00	01	SPORTS	ENTRY FEE
RC52	CUSD EMER FD-JEFF MORESCO	\$ 20.72	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC52	CUSD EMER FD-ORLAND HIGH SCHOOL	\$ 350.00	01	SPORTS	ENTRY FEE
RC52	CUSD EMER FD-ENTERPRISE HIGH	\$ 400.00	01	SPORTS	ENTRY FEE
RC52	CUSD EMER FD-LAS PLUMAS HIGH	\$ 150.00	01	SPORTS	ENTRY FEE
RC52	CUSD EMER FD-CHICO STATE TRACK&FIELD	\$ 350.00	01	SPORTS	ENTRY FEE
RC52	CUSD EMER FD-TCSIG	\$ 50.00	01	ALL	ADDITIONAL LIABILITY INSURANCE
RC52	CUSD EMER FD-FLOWER POWER	\$ 3,469.00	01	BPS	FUNDRAISER
983	CPM	\$ 26,048.03	21	BOND	CONSULTING FEE
990	GENERATIONS	\$ 483.75	01	CHS	SHIRTS
991	MATT GIFFIN	\$ 104.49	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
995	GOLDEN GATE FUNDRAISING	\$ 7,466.40	01	EMS	FUNDRAISER
988	HERFF JONES	\$ 96.93	01	HMS	DIPLOMAS
956	HIGHWAY 20 SIGNWORKS	\$ 322.50	95	CHS	SIGNS/SUPPLIES
961	HORIZON OFFICIALS	\$ 4,376.00	01	SPORTS	OFFICIALS FOR BASEBALL/SOFTBALL
1001	MARIBEL HUGHES	\$ 139.65	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
999	PAM HUTCHINSON	\$ 3,800.00	01	BPS	CONSULTING FEE
981	INFINITY COMMUNICATIONS	\$ 3,500.00	21	BOND	CONSULTING FEE
985	JEFF SAVAGE PLUMBING	\$ 140.00	01	MOT	PLUMBIN REPAIR
969	JODY JOHNSTON	\$ 54.77	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
954	LARA KELLEHER	\$ 83.93	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
998	COURTNEY LEMENAGER	\$ 12.80	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
968	MT. SHASTA HIGH SCHOOL	\$ 300.00	01	SPORTS	ENTRY FEE
951	JAMIE MYERS	\$ 95.75	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
957	NSCIF	\$ 3,307.86	01	SPORTS	PLAYOFF PROCEEDS/MISC OTHER COSTS
960	KIM OLSON	\$ 509.73	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
996	PGE	\$ 16,189.19	01	ALL	ELECTRIC BILLING
966	PLEASANT AIR CO	\$ 752.39	01	MOT	MAINTENANCE SUPPLIES
992	SPORTSMEN DEN	\$ 429.46	01	SPORTS	SUPPLIES
972	SPURR	\$ 7,914.44	01	ALL	NATURAL GAS BILLING
982	KRISTA STURGIS	\$ 560.00	01	CHS	PIANO ACCOMPANIST
967	SUTTER BUTTES COMMUNICATIONS	\$ 389.25	01	MOT	BUS RADIO QUARTERLY FEE
953	SUTTER COUNTY SCHOOLS	\$ 1,565.00	95	EMS	SHADY CREEK SHIRTS
974	HEATHER THOMAS	\$ 239.25	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
977	THREE B'S TOILET RENTAL	\$ 161.25	01	MOT	PORTABLE TOILET RENTAL
973	DARREN TOWNZEN	\$ 12.00	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
955	US BANK EQUIPMENT FINANCE	\$ 2,101.63	01	ALL	COPIER LEASE PAYMENT
RC53	US BANK CALCARD VISA	\$ 43,394.02	01	ALL	SEE ATTACHED
986	WARREN CONSULTING	\$ 1,000.00	25	DEVFEES	TESTING OF SOIL FOR AG BARN
978	WESTAMERICA BANK	\$ 27,522.33	01	DO	DEBT PAYMENT
TOTAL ALL FUNDS		\$ 289,430.40			

US BANK CALCARD VISA

Sheryl Parker

18-Mar	SCHOOL SERVICES OF CALIFO	\$195.00	DO WORKSHOP REGISTRATION
18-Mar	VZWRLSS*MY VZ VB P	\$514.82	ALL CELL PHONE BILLING
17-Mar	SCHOOL HEALTH CORP	\$397.61	ALL NURSING SUPPLIES
10-Mar	MJB WELDING SUPPLY, INC.	\$903.26	CHS WELDING SHOP SUPPLIES
9-Mar	ADVANCED DOCUMENT CONCEPT	\$1,711.51	ALL COPIER MAINTENANCE
8-Mar	DS SERVICES STANDARD COFF	\$97.37	BPS WATER
8-Mar	DS SERVICES STANDARD COFF	\$149.11	DO WATER
8-Mar	MESSICK ACE HARDWARE	\$1,715.76	MOT MAINTENANCE SUPPLIES
7-Mar	FLORA FRESH	\$91.43	CHS FLORAL DESIGN
4-Mar	BADGE A MINIT	\$39.95	CHS SUPPLIES
26-Feb	NATUREGIFTSTORE	\$37.85	BPS SUPPLIES
24-Feb	SWANK MOTION PICTURES IN	\$275.00	BPS PERMISSION TO SHOW FILM
24-Feb	USPS.COM CLICK66100611	\$22.95	DO POSTAGE
23-Feb	RSD - ROSEVILLE#52	\$136.22	MOT MAINTENANCE SUPPLIES

Mike Phenicie

16-Mar	HERITAGE ED FESTIVAL LLC	\$8,457.00	FOM FESTIVAL REGISTRAION
3-Mar	AMAZON MKTPLACE PMTS	\$139.99	FOM SUPPLIES
3-Mar	SPORTDECALS	\$2.20	FOM SUPPLIES
3-Mar	SPORTDECALS	\$365.85	FOM SUPPLIES
1-Mar	GCI* WOODWIND	\$2,105.93	FOM INSTRUMENT PURHCASE

Leasa Hill

2-Mar	WAL-MART #2053	\$64.11	CAFET SUPPLIES
2-Mar	C&C SMART FOOD51705655	\$26.73	CAFET SUPPLIES

Jeremy Miller

16-Mar	CDW GOVERNMENT	\$113.09	DO TECH SUPPLIES
14-Mar	CDW GOVERNMENT	\$633.78	EMS TECH SUPPLIES
14-Mar	CDW GOVERNMENT	\$149.12	BPS TECH SUPPLIES
11-Mar	CDW GOVERNMENT	\$360.00	BPS TECH SUPPLIES
11-Mar	CDW GOVERNMENT	\$3,528.15	EMS TECH SUPPLIES
9-Mar	CDW GOVERNMENT	(\$516.00)	CHS CREDIT FOR RETURN
4-Mar	CDW GOVERNMENT	(\$339.06)	DO CREDIT FOR RETURN
26-Feb	MONOPRICE COM	\$43.85	TECH SUPPLIES
26-Feb	MONOPRICE COM	\$59.07	TECH SUPPLIES
24-Feb	SOLARWINDS	\$4,899.45	SOFTWARE FOR ENTIRE DISTRICT
23-Feb	AMAZON MKTPLACE PMTS	(\$8.36)	CREDIT FOR RETURN

Zeba Hone

17-Mar	USPS 05172809334414268	\$18.75	DO POSTAGE
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Clair Toth

2-Mar	QUILL CORPORATION	\$15.24	BPS SUPPLIES
2-Mar	QUILL CORPORATION	(\$25.78)	BPS CREDIT FOR RETURN
29-Feb	QUILL CORPORATION	\$704.33	BPS SUPPLIES

Nick Schantz

18-Mar	LOWES #01933*	\$353.68	MOT MAINTENANCE SUPPLIES
17-Mar	LOWES #01933*	\$455.76	MOT MAINTENANCE SUPPLIES

17-Mar	LOWES #01933*	(\$235.42)	MOT CREDIT FOR RETURN
29-Feb	LOWES #01933*	\$338.54	MOT MAINTENANCE SUPPLIES
25-Feb	LOWES #01933*	\$132.14	MOT MAINTENANCE SUPPLIES

Jody Johnston

21-Mar	QUILL CORPORATION	\$4,773.00	EMS PAPER
21-Mar	CLASSROOM SUPPLY MART	\$116.25	EMS SUPPLIES
18-Mar	RPSI ENTERPRISES INC	\$37.52	EMS SUPPLIES
17-Mar	SWEET BEANS BAKERY	\$54.00	EMS SUPPLIES
11-Mar	USPS 05172809334414268	\$840.00	EMS SUPPLIES
10-Mar	RPSI ENTERPRISES INC	\$43.00	EMS SUPPLIES
1-Mar	ROUND TABLE PIZZA - COLU	\$61.14	EMS SUPPLIES
25-Feb	ROUND TABLE PIZZA - COLU	\$66.51	EMS SUPPLIES

Darren Brown

21-Mar	MCMaster-CARR	\$40.05	CHS SUPPLIES
17-Mar	TCT*ANDERSON'S	\$229.98	CHS SUPPLIES
17-Mar	JAEGER SPORTS INC	\$188.60	CHS SUPPLIES
16-Mar	FOLLETT SCHOOL SOLUTIONS	\$3,154.87	CHS LIBRARY BOOKS
16-Mar	QUILL CORPORATION	\$40.83	CHS SUPPLIES
15-Mar	AMAZON MKTPLACE PMTS	\$144.13	CHS SUPPLIES
14-Mar	AMAZON MKTPLACE PMTS	\$84.56	CHS SUPPLIES
17-Mar	AMAZON MKTPLACE PMTS	\$16.07	CHS SUPPLIES
14-Mar	AMAZON MKTPLACE PMTS	\$45.78	CHS SUPPLIES
14-Mar	AMAZON MKTPLACE PMTS	\$13.48	CHS SUPPLIES
14-Mar	AMAZON MKTPLACE PMTS	\$23.60	CHS SUPPLIES
14-Mar	AMAZON MKTPLACE PMTS	\$70.16	CHS SUPPLIES
14-Mar	SPORTS FLAGS AND PRODU	\$97.70	CHS SUPPLIES
11-Mar	QUILL CORPORATION	\$644.84	CHS SUPPLIES
10-Mar	RAL*CA PARKS/HEARST	\$358.00	CHS ESA CAMPSITE DEPOSIT FEE
9-Mar	FAN CLOTH PRODUCTS	\$1,720.00	CHS SUPPLIES
7-Mar	QUILL CORPORATION	\$91.40	CHS SUPPLIES
7-Mar	COCA-COLA REFRESHMENTS	\$171.41	CHS SODA FOR STAFF MACHINE
3-Mar	TAG INC	\$310.90	CHS SUPPLIES
2-Mar	CAROLINA BIOLOGIC SUPPLY	\$0.78	CHS SUPPLIES
2-Mar	CAROLINA BIOLOGIC SUPPLY	\$160.86	CHS SUPPLIES
1-Mar	STU*SHINDIGZ DECORATIO	\$88.02	CHS SUPPLIES
1-Mar	NATIONAL FFA ORGANIZATION	\$80.00	CHS SUPPLIES
29-Feb	RAWLINGS GEAR	\$60.18	CHS SUPPLIES
29-Feb	W SACTO RIVERCATS TIX	\$250.00	CHS ASB BASEBALL FUNDRAISER
26-Feb	TEAM EXPRESS INTERNET	\$159.95	CHS SUPPLIES
24-Feb	CONTAINERSTORE.COM	\$128.96	CHS SUPPLIES
23-Feb	EAR TAGS DIRECT	\$174.00	CHS SUPPLIES

Ron Rogers

7-Mar	GEWEKE FORD SERVICE & PAR	\$502.05	MOT VAN ACCESSORY ADDED
3-Mar	CARROT TOP INDUSTRIES INC	\$178.60	MOT MAINTENANCE SUPPLIES
24-Feb	STAPLES 00102863	\$42.86	MOT MAINTENANCE SUPPLIES

\$43,394.02

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE APRIL 1, 2016			BATCH 35
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
1005	KATHLEEN APLANALP	\$ 130.48	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1006	CASCADE ATHLETIC SUPPLY	\$ 85.95	01	SPORTS	SUPPLIES
1003	ELLEN CENAMI	\$ 88.56	01	BPS	REIMBURSE MILEAGE
1017	CLOSE LUMBER	\$ 134.01	01	CHS	SUPPLIES
1011	CCOE	\$ 25.00	01	DO	WORKSHOP REGISTRATION FEE
1013	COLUSA DAIRY	\$ 140.40	01	EMS	SUPPLIES
RC54	CUSD EMER FD-CUSD CAFETERIA FUND	\$ 50.50	01	EMS	MEALS FOR STUDENTS
RC54	CUSD EMER FD-DOUBLETREE HOTEL	\$ 359.34	01	CHS	AG WORKSHOP HOTEL
RC54	CUSD EMER FD-KRISPY KREME DONUTS	\$ 875.50	95	CHS	FBLA FUNDRAISER
RC54	CUSD EMER FD-MUZZ MUZIK	\$ 500.00	95	CHS	DJ FOR DANCE
RC54	CUSD EMER FD-WEST VALLEY HIGH SCHOOL	\$ 190.00	01	SPORTS	ENTRY FEE
1018	LARA KELLEHER	\$ 83.93	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
1014	LCMS AWARDS	\$ 309.06	01	CHS	AWARDS FOR SPORTS
1008	ERIKA LEMENAGER	\$ 473.62	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
1009	MERIDIAN DIESEL	\$ 490.00	01	MOT	BUS SERVICE
1010	MIRACLE PLAYSYSTEMS	\$ 733.04	01	BPS	REPLACE PLAYGROUND PARTS
1007	MITCHELL NAIL	\$ 30.14	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1015	NATURE BRIDGE	\$ 126.00	01	CHS	ESA TRIP REMAINING FEE
1019	SHERYL PARKER	\$ 593.97	01	DO	REIMBURSE MILEAGE
1012	READING OIL	\$ 581.43	01	MOT	FUEL FOR VEHICLES
1004	DEBRAH REID	\$ 375.00	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1016	RIVERBANK PIZZA	\$ 78.21	01	CHS	SUPPLIES
TOTAL ALL FUNDS		\$ 6,454.14			

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE APRIL 8, 2016			BATCH 36
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
1026	PETER ADAMS	\$ 1,000.00	01	CHS	ARTIST BUILDING REDHAWK MONUMENT
1025	AMERICAN FIDELITY	\$ 351.83	01	DO	DISABILTY PREMIUMS
1020	BAXTER AUTO PARTS	\$ 59.71	01	MOT	VEHICLE REPAIR PARTS
1029	BIG T'S TREES	\$ 3,250.00	01	EMS	TREE REMOVAL AND TRIMMING
1040	TERRY BILADEAU	\$ 96.76	01	MOT	REIMBURSE BUS DRIVER CLASS SUPPLIES
1031	CA BOARD OF EQUALIZATION	\$ 11.30	01	MOT	DIESEL FUEL TAX
1030	CITY OF COLUSA	\$ 6,285.64	01	ALL	WATER, SEWER BILLING
1022	COLUSA REGIONAL MEDICAL CENTER	\$ 900.00	01	CHS	STUDENT DRUG TESTING
1027	JAMES MARTA AND COMPANY	\$ 4,600.00	01	DO	AUDIT PROGRESS PAYMENT
1038	JEFF SAVAGE PLUMBING	\$ 11,200.00	25	CHS	REMOVE BOILERS AT CHS
1034	KELLEHER PAINT	\$ 365.36	01	MOT	MAINTENANCE SUPPLIES
1037	SHANNON LAUX	\$ 269.68	01	DO	REIMBURSE FOR SUPPLIES PURCHASED
1024	MERIDIAN DIESEL	\$ 187.98	01	MOT	SERVICE ON VAN
1039	TEIA MILLER	\$ 22.48	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
1041	DEBBIE REID	\$ 98.38	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1021	SAM'S CLUB	\$ 58.38	01	DO	SUPPLIES
1033	SHIFFLER EQUIPMENT SALES	\$ 199.52	01	MOT	MAINTENANCE SUPPLIES
1035	SORENSEN PEST CONTROL	\$ 258.00	01	ALL	PEST CONTROL SERVICE
1023	STANDARD INSURANCE	\$ 1,761.82	01	DO	INCOME PROTECTION PREMIUMS
1032	SUPERIOR TIRE SERVICE	\$ 1,419.69	01	MOT	TIRES/BRAKES FOR VEHICLES
1036	SYTECH SOLUTIONS	\$ 300.00	01	DO	ANNUAL FEE FOR DOCUMENT SERVICES
RC55	US BANK CALCARD VISA	\$ 2,449.80	01	ALL	SEE ATTACHED
1028	VOLTAGE SPECIALISTS	\$ 660.00	01	MOT	ELECTRIC REPAIR AT BPS
TOTAL ALL FUNDS		\$ 35,806.33			

US BANK CALCARD VISA

Sheryl Parker

21-Mar	FLORA FRESH	\$106.32	CHS FLORAL DESIGN SUPPLIES
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Mike Phenicie

17-Mar	J W PEPPER AND SON INC	\$20.96	FOM MUSIC SUPPLIES
17-Mar	J W PEPPER AND SON INC	\$38.08	FOM MUSIC SUPPLIES

Jody Johnston

21-Mar	ORIENTAL TRADING CO	\$194.51	EMS ASB SUPPLIES
21-Mar	AMAZON MKTPLACE PMTS	\$82.46	EMS ASB SUPPLIES
18-Mar	AMAZON MKTPLACE PMTS	\$9.99	EMS ASB SUPPLIES
18-Mar	AMAZON MKTPLACE PMTS	\$24.18	EMS ASB SUPPLIES
18-Mar	AMAZON MKTPLACE PMTS	\$27.36	EMS ASB SUPPLIES

Darren Brown

16-Mar	WWW.DICKSPORTNGGOODS.COM	(\$644.68)	CHS CREDIT FOR RETURN
14-Mar	WWW.DICKSPORTNGGOODS.COM	\$1,066.06	CHS SPORTS EQUIPMENT
7-Mar	AMAZON.COM	\$62.81	CHS SUPPLIES
7-Mar	AMAZON.COM AMZN.COM/BILL	\$409.57	CHS SUPPLIES
2-Mar	AWL*PEARSON EDUCATION	\$795.25	CHS TEXTBOOKS

Ron Rogers

21-Mar	LOWES #01933*	\$256.93	MOT MAINTENANCE SUPPLIES
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\$2,449.80

MINOR REVISIONS

March 2016

Page 1 of 2

BP 3270 - Sale and Disposal of Books, Equipment and Supplies

Revise 4th paragraph of BP to more directly reflect law, as follows:

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of ~~by dumping~~ **in the local public dump.** (Education Code 17546)

AR 3550 - Food Service/Child Nutrition Program

In section "Nutrition Standards for School Meals," revise item #1 to delete legal cite to 7 CFR 220.23, superseded by the requirements in 7 CFR 220.8 effective July 1, 2013, as follows:

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10; **or** 220.8, ~~or 220.23~~ as applicable

AR 4112.6/4212.6/4312.6 - Personnel Files

Move 4th paragraph and cf to the end of the AR under new subhead and add new paragraph to reflect Education Code 44939.5, as amended by AB 1452 (Ch. 59, Statutes of 2015), as follows:

Records Retention

Personnel records for current and former employees shall be retained in accordance with 5 CCR 16023.

(cf. 3580 - District Records)

The Superintendent or designee shall not expunge from an employee's personnel file, nor enter into an agreement that would authorize expunging from an employee's personnel file, any documentation of a credible complaint,

MINOR REVISIONS

March 2016

Page 2 of 2

substantiated investigation, or discipline regarding egregious misconduct as defined in Education Code 44932. However, such documentation may be removed if, during a hearing before the Board, an arbiter, personnel commission, Commission on Professional Competence, or administrative law judge, the employee prevailed, the allegations were determined to be false, not credible, or unsubstantiated, or a determination was made that the discipline was not warranted. (Education Code 44939.5)

AR 6173.2 - Education of Children of Military Families

J.3.d.

In section on "Enrollment," add new paragraph at the end of section to reflect Education Code 48301, as amended by AB 306 (Ch. 771, Statutes of 2015), as follows:

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district to any district that has declared itself to be a "school district of choice" pursuant to Education Code 48300-48316, if the other school district approves the application for transfer. (Education Code 48301)

AR 7111 - Evaluating Existing Buildings

J.3.e.

In last paragraph of section on "Structural Safety," delete last sentence reflecting authority that expired September 30, 2015, and delete legal cite to Education Code 17292, as follows:

A relocatable school building or structure shall meet the requirements of Education Code 17280-17317 and 17365-17374 pertaining to structural safety. ~~However, a relocatable building that does not meet the requirements of Education Code 17280 may be used as a school building until September 30, 2015, if all the conditions specified in Education Code 17292 are met and the Board so certifies to the Department of General Services. (Education Code 17291, 17292)~~

Full Text of Above Referenced Minor Revisions

Business and Noninstructional Operations

BP 3270(a)

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

(cf. 0440 - District Technology Plan)

(cf. 3512 - Equipment)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump. (Education Code 17546)

Instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1. Contain information rendered inaccurate or incomplete by new research or technologies
2. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy

3. Are damaged beyond use or repair

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

BP 3270(b)

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES (continued)

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return. (34 CFR 80.32)

(cf. 3440 - Inventories)

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60510-60530 Sale, donation, or disposal of instructional materials

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32-80.33 Equipment and supplies acquired under a grant or subgrant

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

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

School Services of California, Inc.: <http://www.sscal.com>

Policy
adopted:
Business and Noninstructional Operations

CSBA MINOR REVISIONS
March 2016
AR 3550(a)

FOOD SERVICE/CHILD NUTRITION PROGRAM

Nutrition Standards for School Meals

Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49531, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8, as applicable
2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3554 - Other Food Sales)
(cf. 5030 - Student Wellness)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.1)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

AR 3550(b)

FOOD SERVICE/CHILD NUTRITION PROGRAM (continued)

The Superintendent or designee shall provide ongoing staff development on food safety to food service managers and employees. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. The Superintendent or designee shall document the date, trainer, and subject of each training.

(cf. 4231 - Staff Development)

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Regulation
approved:
All Personnel

CSBA MINOR REVISIONS

March 2016
AR 4112.6(a)
4212.6
4312.6

PERSONNEL FILES

The Superintendent or designee shall maintain personnel files for all current employees at the district's central office or at the location where the employee works.

The Superintendent or designee shall determine the types of information to be included in personnel files, including, but not limited to, records required by law, and shall process all material to be placed in such files.

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

Personnel files for district police or security officers shall be maintained and accessed in accordance with Government Code 3305-3306.5 and AR 3515.3 - District Police/Security Department.

(cf. 3515.3 - District Police/Security Department)

Placement of Material in Personnel Files

Any supervisor or administrator who places written material or drafts written material for placement in an employee's file shall sign the material and indicate the date of the placement.

When an employee is asked to sign any material that is to be placed in his/her file, he/she shall be informed that the signature only signifies that he/she has read the material and does not necessarily indicate that he/she agrees with its contents.

Any request by an employee to include materials in his/her personnel file must be approved by the Superintendent or designee.

An employee may initiate a written reaction or response to his/her performance evaluation. The response shall be permanently attached to the evaluation and placed in the employee's personnel file.

(cf. 4115 - Evaluation/Supervision)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

Derogatory Information

Information of a derogatory nature shall not be entered into an employee's personnel file

unless and until the employee is given notice and an opportunity to review and comment on that information. Such a review shall take place during normal business hours. The employee shall be released from duty for this purpose without a salary reduction. The employee may enter his/her own comments and have them attached to the derogatory statement. (Education Code 44031)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4112.9 - Employee Notifications)

AR 4112.6(b)
4212.6
4312.6

PERSONNEL FILES (continued)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

Persons with Authorized Access

The Superintendent or designee shall maintain the confidentiality of any personnel records which, if inappropriately disclosed, would constitute an unwarranted invasion of the employee's privacy.

Access to an employee's personnel file shall be granted only to the employee, persons authorized by the employee, district personnel, and others with a valid "right to know" or "need to know" who are authorized access by the Superintendent or designee.

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

Individual Governing Board members shall not be allowed to access personnel files, but the Board may request pertinent information from an employee's file in cases of personnel action.

(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

Any authorized reviewer shall maintain strict confidence of the contents of a personnel file. Personnel files shall be reviewed and replaced within the shortest time possible. In no case shall a personnel file be left unattended or left unsecured overnight.

File Review by Employee

Any employee wishing to inspect his/her personnel record shall contact the Superintendent or designee.

With the exceptions noted below, all personnel records related to the employee's performance or to any grievance concerning the employee shall be made available for inspection by the

employee. Noncredentialed employees shall have access to any numerical scores obtained as a result of written examinations. (Education Code 44031; Labor Code 1198.5)

The Superintendent or designee shall not be required to make available to the employee: (Education Code 44031; Labor Code 1198.5)

1. Records related to the investigation of a possible criminal offense

AR 4112.6(c)
4212.6
4312.6

PERSONNEL FILES (continued)

2. Letters of reference
3. Ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

Personnel records related to the employee's job performance or to any grievance concerning him/her shall be made available to the employee at reasonable intervals and at reasonable times. The Superintendent or designee shall not be required to make such records available at a time when the employee is required to render services to the district, unless the employee is required to view the file where it is stored. (Education Code 44031; Labor Code 1198.5)

The Superintendent or designee shall do one of the following: (Labor Code 1198.5)

1. Keep a copy of each employee's personnel records at the place where the employee reports to work
2. Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following the employee's request
3. Permit the employee to inspect the personnel records at the location where the district stores the personnel records, with no loss of compensation to the employee

The employee may be accompanied by a representative of his/her choice while reviewing his/her personnel records.

Inspection shall take place in the presence of the Superintendent or designee. The Superintendent or designee shall keep a record of the date and time the file was reviewed and the name and title of the person(s) present during the review.

In no instance shall any material be removed from the records. Requests for copies of material in a personnel record must be made in writing.

Records Retention

Personnel records for current and former employees shall be retained in accordance with 5 CCR 16023.

(cf. 3580 - District Records)

AR 4112.6(d)
4212.6
4312.6

PERSONNEL FILES (continued)

The Superintendent or designee shall not expunge from an employee's personnel file, nor enter into an agreement that would authorize expunging from an employee's personnel file, any documentation of a credible complaint, substantiated investigation, or discipline regarding egregious misconduct as defined in Education Code 44932. However, such documentation may be removed if, during a hearing before the Board, an arbiter, personnel commission, Commission on Professional Competence, or administrative law judge, the employee prevailed, the allegations were determined to be false, not credible, or unsubstantiated, or a determination was made that the discipline was not warranted. (Education Code 44939.5)

Legal Reference:

EDUCATION CODE

35253 Regulations to destroy records

44031 Personnel file contents and inspection

44663 Performance appraisals and related materials

44932 Causes for dismissal

44939.5 Report of egregious misconduct

GOVERNMENT CODE

3305-3306.5 District police officers; personnel files

6250-6270 California Public Records Act, especially:

6254 Exemption for personnel records if invasion of personal privacy

6254.3 Disclosure of home address and phone number

LABOR CODE

1198.5 Inspection of personnel files

PENAL CODE

11165.14 Report of investigation of child abuse complaint

CODE OF REGULATIONS, TITLE 5

16020-16022 Records, general provisions

16023-16027 Retention of records

COURT DECISIONS

Marken v. Santa Monica-Malibu Unified School District, (2012) 202 Cal.App.4th 1250

Bakersfield City School District v. Superior Ct. (2004) 118 Cal.App.4th 1041

ATTORNEY GENERAL OPINIONS

Cal. Atty. Gen., Indexed Letter, no. IL 75-73 (June 6, 1975)

EDUCATION OF CHILDREN OF MILITARY FAMILIES

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

When a child of a military family is transferring into the district, the Superintendent or designee may enroll the child based on the child's placement in the previous district, pending receipt of the child's records. Upon enrollment, the Superintendent or designee shall immediately request the student's records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

(cf. 5141- Health Care and Emergencies)

(cf. 5141.31- Immunizations)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

(cf. 5117 - Interdistrict Attendance)

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district to any district that has declared itself to be a "school district of choice"

pursuant to Education Code 48300-48316, if the other school district approves the application for transfer. (Education Code 48301)

AR 6173.2(b)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

Placement and Attendance

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the child's enrollment and/or assessment in his/her previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Language Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services to the student based on his/her current individualized education program. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

When a student's parent/guardian is an active duty member and is called to duty, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with his/her parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

Graduation

The Superintendent or designee shall facilitate the on-time graduation of children of military families by providing supplemental instruction to incoming students as necessary to enable them to meet the district's graduation requirements. (Education Code 49701)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

The Superintendent or designee may also waive specific district course requirements for graduation if similar coursework has been satisfactorily completed by the student in his/her previous school. (Education Code 49701)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

(cf. 6179 - Supplemental Instruction)

If after considering all alternatives, the Superintendent or designee believes that a student who has transferred into the district in grade 12 will not be able to satisfy the district's graduation requirements in time to graduate with his/her class, the Superintendent or designee shall work with the sending district to have the sending district issue the student its diploma, provided the student satisfies that sending district's graduation requirements. (Education Code 49701)

Upon request of a school district to which a former district student has transferred, the Superintendent or designee shall issue the district's diploma of graduation to the former student, provided the student has satisfactorily completed the district's graduation requirements, including the passage of the high school exit examination.

EVALUATING EXISTING BUILDINGS

The Superintendent or designee shall periodically evaluate the adequacy, design, and conditions of existing district facilities to determine whether they meet the needs of the instructional program and provide a healthful and pleasing environment for students and staff. He/she also shall determine whether district facilities fulfill legal requirements for safety and structural soundness, access for the disabled, and energy conservation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3511 - Energy and Water Management)
(cf. 3514 - Environmental Safety)
(cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3517 - Facilities Inspection)

In addition, the Superintendent or designee shall regularly calculate the capacity of existing school buildings to adequately house the district's current students and projected enrollments.

Any identified needs for repair, modernization, or construction shall be incorporated into the district's facilities planning process.

(cf. 7110 - Facilities Master Plan)

Structural Safety

In the event that the Department of General Services or any licensed structural engineer or licensed architect finds and reports to the Governing Board that a district building is unsafe for use, the Superintendent or designee shall immediately obtain an estimate of the cost of repairs or reconstruction necessary to bring the building up to legal standards for structural safety. The Board shall establish a system of priorities for the repair, reconstruction, or replacement of unsafe school buildings. (Education Code 17367)

A relocatable school building or structure shall meet the requirements of Education Code 17280-17317 and 17365-17374 pertaining to structural safety. (Education Code 17291)

Energy Efficiency

To the extent that services are available, the Superintendent or designee shall arrange for the energy audit of school buildings to identify the type and amount of work necessary to retrofit buildings and obtain an estimate of projected energy savings. The district may contract with qualified businesses capable of retrofitting these buildings and may borrow funds which do not exceed the amount of energy savings to be accumulated from the improvement of the buildings. (Education Code 17651-17653)

Legal Reference: (see next page)

AR 7111(b)

EVALUATING EXISTING BUILDINGS (continued)

Legal Reference:

EDUCATION CODE

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998, especially:

17071.10-17071.40 Existing school building capacity

17280-17316 Building approvals

17365-17374 Fitness for occupancy

17650-17653 Retrofitting school facilities for energy conservation

GOVERNMENT CODE

53097 Compliance with city or county ordinances

53097.5 Inspection of schools by city or county

CODE OF REGULATIONS, TITLE 2

1859-1859.106 Regulations relating to the Leroy F. Greene School Facilities Act of 1998

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: School Facilities Management

WEB SITES

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

California Department of Education, School Facilities Division: <http://www.cde.ca.gov/ls/fa>

California Energy Commission, Bright Schools Program:

<http://www.energy.ca.gov/efficiency/brightschoools>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Community Relations

UNIFORM COMPLAINT PROCEDURES

BP 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board ~~shall adopt~~ **adopts** the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
 (cf. 3555 - Nutrition Program Compliance)
 (cf. 5141.4 - Child Abuse Prevention and Reporting)
 (cf. 5148 - Child Care and Development)
 (cf. 6159 - Individualized Education Program)
 (cf. 6171 - Title I Programs)
 (cf. 6174 - Education for English Language Learners)
 (cf. 6175 - Migrant Education Program)
 (cf. 6178 - Career Technical Education)
 (cf. 6178.1 - Work-Based Learning)
 (cf. 6178.2 - Regional Occupational Center/Program)
 (cf. 6200 - Adult Education)

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

BP 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, ~~in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance~~ (5 CCR 4610)

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

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

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

- ~~3.~~ **4.** Any complaint alleging district ~~violation of~~ **noncompliance with** the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

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

- ~~4.~~ **5.** Any complaint alleging ~~that the district has not complied~~ **district noncompliance** with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

- 6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational**

BP 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

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

(cf. 6152 - Class Assignment)

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

(cf. 6142.7 - Physical Education and Activity)

BP 1312.3(e)

UNIFORM COMPLAINT PROCEDURES (continued)

- ~~5.~~ 10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
- ~~6.~~ 11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is ~~agreeable~~ **acceptable** to all parties. ~~One type of — ADR is mediation, which shall —~~ **ADR such as mediation may** be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

BP 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

(cf. 3580 - District Records)

Non-UCP Complaints

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

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

BP 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of text books or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

BP 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

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

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 Title III language instruction for limited English proficient and immigrant students

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

Legal Reference continued: (see next page)

BP 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20 (continued)

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

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

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

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

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

Dear Colleague Letter: Title IX Coordinators, April 2015

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

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

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

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

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

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

WEB SITES

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

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

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

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

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

J.3.g.

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Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

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

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR

AR 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Superintendent

(title or position)

745 Tenth Street, Colusa CA 95932
(address)
530.458.7791
(telephone number)
dnewman@Colusa.k12.ca.us
(email)

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

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such ~~designated~~ employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. ~~Designated~~ **Assigned** employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

AR 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

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

Notifications

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

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, **and local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students,** to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, **48853, 48853.5,** 49013, **49069.5, 51225.1, 51225.2,** 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

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

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

AR 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

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

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him /her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of

AR 1312.3(e)

UNIFORM COMPLAINT PROCEDURES (continued)

Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).

4. Include statements that:

- a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
- b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
- c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- e. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- f. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from**

AR 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

g. A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

f. h. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

g. i. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

h. j. Copies of the district's UCP are available free of charge.

District Responsibilities

AR 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

Filing of Complaints

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

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement

AR 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability

to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

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

AR 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

Mediation

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

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

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

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

Investigation of Complaint

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

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or

UNIFORM COMPLAINT PROCEDURES (continued)

his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If

the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

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

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

Final Written Decision

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

AR 1312.3(l)

UNIFORM COMPLAINT PROCEDURES (continued)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties **that who** may be involved in implementing the decision or **are** affected by the complaint, as long as the privacy of the parties is protected.

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

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

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

AR 1312.3(m)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

AR 1312.3(n)

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
 - b. Individual remedies offered or provided to the **complainant or another person who was the** subject of the complaint
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's right to appeal the district's decision **to the CDE** within 15 calendar days, ~~to the CDE~~ and procedures to be followed for initiating such an appeal

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

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

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

Corrective Actions

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

AR 1312.3(o)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

AR 1312.3(p)

UNIFORM COMPLAINT PROCEDURES (continued)

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

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of

behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

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

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

Appeals to the California Department of Education

AR 1312.3(q)

UNIFORM COMPLAINT PROCEDURES (continued)

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code **222, 48853, 48853.5**, 49013, **49069.5, 51223, 51225.1, 51225.2, 51228.3**, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

J.3.h.

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BP 3553(a)

Business and Noninstructional Operations

FREE AND REDUCED PRICE MEALS

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

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer **School Learning Programs**)

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

BP 3553(b)

FREE AND REDUCED PRICE MEALS (continued)

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

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

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

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

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

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

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

(cf. 5125 - Student Records)

BP 3553(c)

FREE AND REDUCED PRICE MEALS (continued)

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

1. Disaggregation of academic achievement data

(cf. 6162.51 - State Academic Achievement Tests)

2. In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental educational services

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

If a student transfers from the district to another district, **charter school, county office of education program**, or to a private school, the Superintendent or designee may **release share** the student's **meal eligibility status information or a copy of his/her free and reduced-price meal application information** to the other district or school **educational agency** to assist in the continuation of the student's meal benefits.

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

BP 3553(d)

FREE AND REDUCED PRICE MEALS (continued)

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

~~The Board further authorizes~~ **The Superintendent or designee may** release ~~of~~ information on the school lunch program application ~~to be released~~ to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals **or, if included in the agreement with the local agency, for reduced-price meals. In addition, He/she also may release** information on the school lunch program application ~~may be released~~ to the local agency that determines eligibility for ~~participation in the CalFresh program or other~~ **another** nutrition assistance program **authorized under 7 CFR 210.1;** provided the student whose information is to be released is **if the student has been** approved for free or reduced-price meals. **Information may be released for these purposes only if the student's and his/her** parent/guardian consents to the sharing of the information ~~Prior to releasing information to any such local agency, the Superintendent or designee and the local agency shall enter~~ **and the district has entered** into a memorandum of understanding **with the local agency which** that, at a minimum, ~~shall~~ **includes** the roles and responsibilities of the district and the local agency, **and** the process for sharing the information. ~~and a statement that the local agency may use the information only for purposes directly related to the enrollment of families in the CalFresh or other nutrition assistance program. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law.~~ (Education Code **49557.2, 49557.3, 49558**)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term

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

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49562 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

Legal Reference continued: (see next page)

FREE AND REDUCED PRICE MEALS (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act

6301-6514 Title I programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

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

WELFARE AND INSTITUTIONS CODE

14005.41 Basic health care

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006-2012

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

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

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

NSD-SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010

04-103 Implementation of Final Rule on Verification of Applications for Free and Reduced-Price Meals, August 2004

98-101 Confidentiality of Free and Reduced-Price Eligibility Information, February 1998

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility, January 2008 July 2015

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

WEB SITES

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

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

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

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

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

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Administrative Regulation

Business and Noninstructional Operations

AR 3553(a)

FREE AND REDUCED PRICE MEALS

Applications

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

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

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

(cf. 5145.6 - Parental Notifications)

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

AR 3553(b)

FREE AND REDUCED PRICE MEALS (continued)

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

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

Eligibility

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

AR 3553(c)

FREE AND REDUCED PRICE MEALS (continued)

When authorized by law, participants in other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program. (Education Code 49561; 42 USC 1758)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

Verification of Eligibility

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

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

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

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

1. The change and the reasons for the change

AR 3553(d)

FREE AND REDUCED PRICE MEALS (continued)

2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal

3. The right to reapply at any time during the school year

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meals program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

Principals, Vice-Principals, Counselors, Teachers
(title or position)

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

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

(cf. 5125 - Student Records)

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

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

3. All other confidentiality provisions required by law are shall be met.

AR 3553(e)

FREE AND REDUCED PRICE MEALS (continued)

4. Information collected regarding individual students certified to participate in the free and reduced-price meals program is shall be destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

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

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.

2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)

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

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Administrative Regulation

J.3.j.

Certificated Personnel

AR 4161.1(a)
4361.1

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees ~~working~~ **employed** five school days ~~per~~ **a** week are entitled to 10 days' leave of absence **with full pay** for personal illness or injury (sick leave), per school year **of service, with full pay**. Employees **who** ~~working~~ less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, **if he/she is eligible**. (Education Code 44978; **Labor Code 245-249**)

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

AR 4161.1(b)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

1. **Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine, whether or not the cause of the absence arises out of and in the course of employment** (Education Code 44964)

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

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

- ~~6. Illness of the employee's child, parent, spouse, domestic partner, or domestic partner's child for up to the amount of sick leave that would be accrued by the employee during six months at his/her then current rate of entitlement (Labor Code 233)~~

AR 4161.1(c)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

- ~~7.~~ **6. In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 246.5)**

- a. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition of, or for preventive care for, the employee or his/her family member as defined in Labor Code 245.5 (Labor Code 246.5)**

- 8. b.** Need of the employee to **seek or** obtain **or seek** any relief or medical attention specified in Labor Code 230(c) and **/or** 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking **(Labor Code 246.5)**

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

AR 4161.1(d)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

Notification of Absence

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

AR 4161.1(e)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been

unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

AR 4161.1(f)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

In addition, during each school year, any certificated employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of maternity or paternity leave (baby bonding) pursuant to Government Code 12945.2 shall receive, for up to 12 school weeks, his/her regular salary minus the actual cost of a substitute to fill the position or, if no substitute was employed, the amount that would have been paid had a substitute been employed. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such maternity or paternity leave. (Education Code 44977.5)

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Verification Requirements

AR 4161.1(g)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee ~~may, at any time, require additional written verification by the employee's physician or other authorized health care provider. Such~~ **may require** verification ~~shall be required~~ whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays

or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

AR 4161.1(h)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days

- d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

AR 4161.1(i)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

44964 Power to grant leave of absence in case of illness, accident, or quarantine

44965 Granting of leaves of absence for pregnancy and childbirth

44976 Transfer of leave rights when school is transferred to another district

44977 Salary deduction during absence from duties up to five months after sick leave is exhausted

44977.5 Salary deduction during absence from duties for maternity or paternity leave up to 12 weeks after sick leave is exhausted

44978 Provisions for sick leave of certificated employees

44978.1 Inability to return to duty; placement in another position or on reemployment list

44979 Transfer of accumulated sick leave to another district

44980 Transfer of accumulated sick leave to a county office of education

44981 Leave of absence for personal necessity

44983 Exception to sick leave when district adopts specific rule

44984 Industrial accident or illness

44986 Leave of absence for disability allowance applicant

LABOR CODE

220 Sections inapplicable to public employees

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

234 Absence control policy

245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

(7/10 12/14) 3/16

Policy Reference UPDATE Service
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CSBA Sample

Administrative Regulation

All Personnel

AR 4161.2(a)

4261.2

PERSONAL LEAVES

4361.2

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Employees are entitled to a leave of up to three days, or five days if travel in excess of 300 miles is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandm other, grandfather, grandchild, step -child, foster child , step parent, or foster parent of the employee or of the employee's spouse, or registered domestic partner.
 2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister.
- AR 4161.2(b)
4261.2
4361.2

PERSONAL LEAVES (continued)

3. Any relative living in the employee's immediate household

At the employee's request, bereavem ent leave may be extended under personal n ecessity leave provisions as provided in the section "Personal Necess ity" below. (Education Code 44981, 45207)

Personal Necessity

Employees may use a maximum of seven days of their accrued personal illness/injury leave (sick leave) during each school year for reas ons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the lim its set by bereavem ent leave provisions (Education Code 44981, 45207)
2. An accident involving the **employee's person or employee or his/her** property or the person or property of a m ember of the em ployee's immediate fam ily (Education Code 44981, 45207)

AR 4161.2(c)
4261.2
4361.2

PERSONAL LEAVES (continued)

3. **A serious** Illness, **preventive care, or other need** of a member of the **certificated** employee's **immediate** family, **as defined in Labor Code 245.5** (Education Code 44981; **Labor Code 246.5**)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)
5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether or not a request reflects personal necessity.

AR 4161.2(d)
4261.2
4361.2

PERSONAL LEAVES (continued)

Advance permission shall not be required of any **an** employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of his/her immediate family, or the **serious** illness **or other need** of a member of the employee's **immediate** family. (Education Code 44981, 45207)

However, For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

Legal Duties

An employee may take time off work in order to: (Labor Code 230)

AR 4161.2(e)
4261.2
4361.2

PERSONAL LEAVES (continued)

1. Serve on an inquest jury or trial jury

2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between his/her regular earnings and any amount received for jury fees. (Education Code 44037)

A certificated employee **who is called for jury duty** also shall be granted leave **for jury duty** with pay up to the **amount of the** difference between his/her regular earnings and any **amount received for** jury fees **he/she received**.

Leaves for Crime Victims

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)

AR 4161.2(f)
4261.2
4361.2

PERSONAL LEAVES (continued)

3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Domestic Violence, Sexual Assault and Stalking

An employee who is a victim of domestic violence, sexual assault, or stalking as defined by law may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to him/her under the terms of his/her employment to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her child

AR 4161.2(g)
4261.2
4361.2

PERSONAL LEAVES (continued)

2. Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking
3. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking
4. Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking
5. Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

Personal Leave for a Child's School Child-Related Activities

AR 4161.2(h)
4261.2
4361.2

PERSONAL LEAVES (continued)

Any employee who is a parent/guardian or grandparent of one or more children enrolled in of an age to attend any of grades K-12 or a licensed day care facility a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year. (Labor Code 230.8)

1. Find, enroll, or reenroll his/her child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month. (Labor Code 230.8)
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

(cf. 5148 - Child Care and Development)

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

AR 4161.2(i)
4261.2
4361.2

PERSONAL LEAVES (continued)

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If **both two or more** parents/guardians of a child are employed at the same work site, this leave shall be allowed for the **first** parent/guardian who **applies—first gives notice to the district**. Simultaneous absence by ~~the second~~ **another** parent/guardian **of the child** may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed ~~day care facility~~ **child care provider** that he/she ~~participated in school or licensed day care facility activities~~ **engaged in permitted child-related activities** on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

AR 4161.2(j)
4261.2
4361.2

PERSONAL LEAVES (continued)

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities

authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

AR 4161.2(k)
4261.2
4361.2

PERSONAL LEAVES (continued)

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/ her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that his/her spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of his/her intention to take the leave. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

AR 4161.2(l)
4261.2
4361.2

PERSONAL LEAVES (continued)

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to him /her, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference: (see next page)

AR 4161.2(m)
4261.2
4361.2

PERSONAL LEAVES (continued)

Legal Reference:

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances
44963 Power to grant leaves of absence (certificated)
44981 Leave of absence for personal necessity (certificated)
44985 Leave of absence due to death in immediate family (certificated)
44987 Service as officer of employee organization (certificated)
44987.3 Leave of absence to serve on certain boards, commissions, etc.
45190 Leaves of absence and vacations (classified)
45194 Bereavement leave of absence (classified)
45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)
45240-45320 Merit system, classified employees

EVIDENCE CODE

1035.2 Sex assault counselor; definition
1037.1 Domestic violence counselor; definition

FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations
12945.1-12945.2 California Family Rights Act

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
230.3 Leave for emergency personnel

230.4 *Leave for volunteer firefighters*
 230.8 *Leave to visit child's school*
 233 *Illness of child, parent, spouse, domestic partner or domestic partner's child*
 234 *Absence control policy*
 246.5 *Paid sick days, purposes for use*
 1500-1507 *Civil Air Patrol leave*
MILITARY AND VETERANS CODE
 395.10 *Leave when spouse on leave from military deployment*
PENAL CODE
 667.5 *Violent felony, defined*
 1192.7 *Serious felony, defined*
CALIFORNIA CONSTITUTION
 Article 1, Section 8 *Religious discrimination*
UNITED STATES CODE, TITLE 29
 2601-2654 *Family and Medical Leave Act*
UNITED STATES CODE, TITLE 42
 2000d-2000d-7 *Title VII, Civil Rights Act of 1964*
COURT DECISIONS
Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167
PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS
Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources: (see next page)

AR 4161.2(n)
 4261.2
 4361.2

PERSONAL LEAVES (continued)

Management Resources:

WEB SITES

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>

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CSBA Sample **Administrative Regulation**

Classified Personnel

AR 4261.1(a)

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days leave of absence with full pay **per fiscal year** for personal illness or injury (sick leave) **per fiscal year**. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

AR 4261.1(b)

PERSONAL ILLNESS/INJURY LEAVE (continued)

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical or dental appointments, in increments of not less than one hour

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11 - Industrial Accident/Illness Leave)

6. ~~Illness of the employee's child, parent, spouse, domestic partner, or domestic partner's child for up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233)~~

AR 4261.1(c)

PERSONAL ILLNESS/INJURY LEAVE (continued)

7. 6. In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 245.5, 246.5)

- a.** Need of the employee or his/her family member, as defined in Labor Code 245.5, for **the** diagnosis, care, or treatment of an existing health condition or for preventive care ~~(Labor Code 246.5)~~
- 8. b.** Need of the employee to **seek or** obtain ~~or seek~~ any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking ~~(Labor Code 246.5)~~

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

AR 4261.1(d)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

PERSONAL ILLNESS/INJURY LEAVE (continued)

A classified employee who has exhausted all paid leaves, including sick leave, shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave

PERSONAL ILLNESS/INJURY LEAVE (continued)

shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may, ~~at any time,~~ require ~~additional written~~ verification ~~by the employee's physician or medical practitioner.~~ Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences

immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

AR 4261.1(g)

PERSONAL ILLNESS/INJURY LEAVE (continued)

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district - selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

AR 4261.1(h)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. For short term and substitute employees, compensation for sick days shall be paid out as it accrues on the next regularly scheduled payroll. (Labor Code 246)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

PERSONAL ILLNESS/INJURY LEAVE (continued)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45202 Transfer of accumulated sick leave and other benefits

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)

(12/14 12/15) 3/16

Policy Reference UPDATE Service

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CSBA Sample Board Policy

Students

BP 5146(a)

MARRIED/PREGNANT/PARENTING STUDENTS

The Governing Board recognizes that early marriage, pregnancy, or parenting **and related responsibilities** may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6164.5 - Student Success Teams)

The district shall not discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. (Education Code 230; 20 USC 1681-1688; 34 CFR 106.40)

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

For school-related purposes, a married student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational alternative program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or his/her child.

BP 5146(b)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

Any education program or activity, including any class or extracurricular activity, that is offered separately to such pregnant students, including any class or extracurricular activity, shall be comparable equal to that offered to other district students. A student's participation in such programs shall be voluntary. (34 CFR 106.40; 5 CCR 4950)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

BP 5146(c)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

~~A student may be required,~~ As required for other students with physical or emotional conditions or temporary disabilities, the Superintendent or designee may require a student, based on her pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician indicating that she the student is physically and emotionally able to participate in an educational program or activity. ~~if other students with physical or emotional conditions or temporary disabilities are required by the district to provide such certification.~~ (34 CFR 106.40)

To the extent feasible, educational and related support services shall be provided, either through the district or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 1020 - Youth Services)

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

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

(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

BP 5146(d)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences related to confidential medical appointments in accordance with BP/AR 5113 - Absences and Excuses.

(cf. 5113 - Absences and Excuses)

The Superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by ~~her-a~~ physician. At the conclusion of the leave, the student shall be reinstated to the status ~~she~~ held when the leave began. (34 CFR 106.40)

(cf. 5112.3 - Student Leave of Absence)

BP 5146(e)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

A ~~pregnant or parenting student~~ ~~also~~ may request exemption from attendance ~~because of a related physical or mental condition or~~ because of personal services that must be rendered to a dependent. (Education Code 48410)

(cf. 5112.1 - Exemptions from Attendance)

Reasonable Accommodations

When necessary, the district shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

(cf. 6183 - Home and Hospital Instruction)

~~A lactating student shall have access to a private location, other than a restroom, to breastfeed or express milk for her infant child.~~

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed

BP 5146(f)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Any complaint alleging district noncompliance with the requirements to provide reasonable accommodations for lactating students also may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222; 5 CCR 4600-4687)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation rates in district programs and services, academic

BP 5146(g)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

222 Reasonable accommodations; lactating students

230 Sex discrimination

8200-8498 Child Care and Development Services Act

48205 Excused absences

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

54740-54749 Cal SAFE program for pregnant/parenting students and their children

CIVIL CODE

51 Unruh Civil Rights Act

FAMILY CODE

7002 Description of emancipated minor

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources: (see next page)

BP 5146(h)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements

Pregnant Students and Confidential Medical Services

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

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CSBA Sample Board Policy

Instruction

BP 6142.7(a)

PHYSICAL EDUCATION AND ACTIVITY

The Governing Board recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

BP 6142.7(b)

PHYSICAL EDUCATION AND ACTIVITY (continued)

For grades 9-12, the overall course of study for ~~or grades 9-12~~ shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

The district's physical education program shall endeavor to engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time.

The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

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

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)

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

BP 6142.7(c)

PHYSICAL EDUCATION AND ACTIVITY (continued)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek an alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)

(cf. 5141.7 - Sun Safety)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4113 - Assignment)

BP 6142.7(d)

PHYSICAL EDUCATION AND ACTIVITY (continued)

(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)

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

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education **(FITNESSGRAM)** to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant **a student** a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

Two-Year Exemptions

BP 6142.7(e)

PHYSICAL EDUCATION AND ACTIVITY (continued)

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the ~~state's physical fitness test~~ **FITNESSGRAM** in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the ~~physical fitness test~~ **FITNESSGRAM** to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

~~Students in grades 10-12 who have been granted a two-year exemption pursuant to Education Code 51241(b) shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)~~

~~Students in grades 10-12 who have been granted a two-year or permanent exemption from physical education courses pursuant to Education Code 51241(b)(1) or (e) Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)~~

(cf. 6112 - School Day)

Permanent Exemptions

The Superintendent or designee may grant **a student** a permanent exemption from physical education ~~to an individual student~~ under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. **However, such a student** ~~Students in grades 10-12 who have been granted a two-year or permanent exemption from physical education pursuant to Education Code 51241(b)(1) or (c) shall not be permitted to attend fewer total hours of courses and classes than they—~~ **he/she** would have attended if enrolled in a physical education course. ~~(Education Code 51241)~~

BP 6142.7(f)

PHYSICAL EDUCATION AND ACTIVITY (continued)

2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

Other Exemptions

The Superintendent or designee may grant **a student** an exemption from physical education under the following special circumstances:

When the student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Program Evaluation

The Superintendent or designee shall annually report to the Board ~~the results of the state—physical fitness testing for each school and~~ **each school's FITNESSGRAM results for each**

BP 6142.7(g)

PHYSICAL EDUCATION AND ACTIVITY (continued)

applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

33126 School accountability report card

33350-33354 CDE responsibilities re: physical education

35256 School accountability report card

44250-44277 Credential types

49066 Grades; physical education class

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51241 Temporary, two-year or permanent exemption from physical education

51242 Exemption from physical education for athletic program participants

52316 Excuse from attending physical education classes

60800 Physical performance test

CODE OF REGULATIONS, TITLE 5

1040-1048 Physical performance test

3051.5 Adapted physical education for individuals with exceptional needs

4600-4687 Uniform complaint procedures

10060 Criteria for high school physical education programs

80020 Additional assignment authorizations for specific credentials

80037 Designated subjects teaching credential; special teaching authorization in physical education

80046.1 Added authorization to teach adapted physical education

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

1758b Local wellness policy

ATTORNEY GENERAL OPINIONS

53 *Ops. Cal. Atty. Gen.* 230 (1970)

COURT DECISIONS

***Doe v. Albany Unified School District* (2010) 190 Cal.App.4th 668**

***Cal200 et al. v. San Francisco Unified School District et al.* (2013), San Francisco Superior Court, Case No. CGC-13-534975**

***Cal200 et al. v. Oakland Unified School District et al.* (San Francisco Superior Court, Case No. CPF-14-513959**

Management Resources: (see next page)

BP 6142.7(h)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Management Resources:

CSBA PUBLICATIONS

Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012 Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006-2012 Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010
Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009
Physical Education and California Schools, Policy Brief, rev. October 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009
Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005
Adapted Physical Education Guidelines for California Schools, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Health Index (SHI): for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide 2014 for Elementary and Middle/High Schools, 2000
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
The Administrator's Assignment Manual, 2007
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
2008 Physical Activity Guidelines for Americans, October 2008
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education, Physical Fitness Testing: <http://www.cde.ca.gov/ta/tg/pf>
California Healthy Kids Resource Center: <http://www.californiahealthykids.org>
California Project LEAN (Leaders Encouraging Activity and Nutrition):
<http://www.californiaprojectlean.org>
Centers for Disease Control and Prevention: <http://www.cdc.gov>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>
Educational Data System, California physical fitness: <http://www.eddata.com/projects/current/cpf>
Healthy People 2010: <http://www.healthypeople.gov>
National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>
President's Council on Physical Fitness and Sports: <http://www.fitness.gov>
U.S. Department of Health and Human Services: <http://www.health.gov>

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CSBA Sample Administrative Regulation

Instruction

AR 6142.7(a)

PHYSICAL EDUCATION AND ACTIVITY

Definitions

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity for developing and maintaining physical fitness

throughout their ~~lifetimes~~ **lifetime**, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

AR 6142.7(b)

PHYSICAL EDUCATION AND ACTIVITY (continued)

OPTION 1: (Elementary Districts with any of Grades 1-8)

~~Instruction in physical education shall be provided for a total period of time of not less than 200 minutes each 10 school days. (Education Code 51210, 51223)~~

OPTION 2: (High School Districts)

~~Instruction in physical education shall be provided for a total period of time of not less than 400 minutes each 10 school days. (Education Code 51222)~~

OPTION 3: (Unified School Districts)

~~Instruction in physical education shall be provided for a total period of time of not less than 200 minutes each 10 school days for students in grades 1-6 and not less than 400 minutes each 10 school days for students in grades 7-12. (Education Code 51210, 51222)~~

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

- 1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recesses and the lunch period**

2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recesses and the lunch period
3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days
4. For students in grades 9-12, 400 minutes each 10 school days

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other

AR 6142.7(c)

PHYSICAL EDUCATION AND ACTIVITY (continued)

circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

Any complaint alleging noncompliance with the instructional minute requirement for elementary schools may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, 51223; 5 CCF 4600-4687)

(cf. 1312.3 - Uniform Complaint Procedures)

Monitoring Moderate to Vigorous Physical Activity

To monitor whether students are engaged in moderate to vigorous physical activity for at least 50 percent of physical education class or session time, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity or the number of students who are inactive during physical education classes

AR 6142.7(d)

PHYSICAL EDUCATION AND ACTIVITY (continued)

2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

During the annual assessment window between the months of February through May, students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education **FITNESSGRAM**. (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and California Department of Education for all matters related to the physical fitness test. His/her duties shall be those specified in 5 CCR 1043.4, including, but not limited to, overseeing the administration of the test and the collection and return of all test data to the test contractor. (5 CCR 1043.4)

Students shall be provided with their individual results after completing the ~~physical performance testing~~ **FITNESSGRAM**. The test results may be provided in writing or orally as the student completes the testing and shall be included in his/her cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

AR 6142.7(e)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Each student's test results shall also be provided to his/her parents/guardians.

The Superintendent or designee shall report the aggregate results of the ~~physical fitness testing~~ **FITNESSGRAM** in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the ~~state's physical fitness test~~ **FITNESSGRAM** with the following test variations: (5 CCR 1047)

1. Extra time within a testing day

2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that they are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital

AR 6142.7(f)

PHYSICAL EDUCATION AND ACTIVITY (continued)

3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)

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

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that they are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess and lunch supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)
(cf. 4231 - Staff Development)
(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom

3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, special events, and competitions

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)

AR 6142.7(g)

PHYSICAL EDUCATION AND ACTIVITY (continued)

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

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

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

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CSBA Sample

Board Policy

Instruction

BP 6152(a)

CLASS ASSIGNMENT

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific **courses and** classes, the principal or designee may consider the following criteria **as appropriate for the grade level and course**:

1. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors
2. Skills and classroom management style of individual teachers
3. Student skill level as indicated by ~~achievement and testing data~~ **multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses**

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

(cf. 6152.1 - Placement in Mathematics Courses)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

4. Balance of high, medium, and low academic achievers
5. Student interests, readiness, behavior, and motivation
6. Student/teacher ratios and, if relevant, class size reduction considerations

(cf. 6151 - Class Size)

The principal or designee may accept from parents/guardians any information which would be helpful in making placement decisions. However, a parent/guardian who provides such information shall be informed that a request for a specific teacher shall be one of many factors which may be taken into account when determining his/her child's placement.

BP 6152(b)

CLASS ASSIGNMENT (continued)

During the school year, the principal or designee may make any adjustments in class placement which he/she considers beneficial to the student or the educational program.

Additional Requirements for Grades 9-12

Except for a student enrolled in an alternative school, community day school, continuation high school, or opportunity school, or as otherwise specified below, no student enrolled in grades 9-12 shall be assigned:

- 1. To any course without educational content for more than one week in any semester, including any of the following situations: (Education Code 51228.1)**
 - a. The student is sent home or released from campus before the conclusion of the designated school day.**
 - b. The student is assigned to a service, instructional work experience, or other course in which he/she is assigned to assist a certificated employee, but is not expected to complete curricular assignments, in a course the certificated employee is teaching during that period and where the ratio of certificated employees to students assigned to the course for curricular purposes is less than one to one.**
 - c. The student is not assigned to any course for the relevant course period.**
- 2. To a course that he/she has previously completed and received a grade determined by the district to be sufficient to satisfy minimum high school graduation requirements and the requirements and prerequisites for admission to California public postsecondary institutions, unless the course has been designed to be taken more than once because students are exposed to a new curriculum year to year and are therefore expected to derive educational value from taking the course again (Education Code 51228.2)**

BP 6152(c)

CLASS ASSIGNMENT (continued)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

An exception to item #1 or #2 above may be made only if all of the following conditions are satisfied: (Education Code 51228.1, 51228.2)

- 1. The student, or the student's parent/guardian if he/she is younger than age 18 years, has consented in writing to the assignment.**
- 2. A school official has determined that the student will benefit from being assigned to the course period.**

3. The principal or assistant principal has stated in a written document maintained at the school that, for the relevant school year, no students are assigned to those classes unless the school has obtained the student's or parent/guardian's consent and determined that the student will benefit from the assignment.

In addition, under no circumstances shall a student be assigned to a course period without educational content or a course he/she has already satisfactorily completed because there are insufficient curricular course offerings for the student to take during the relevant period of the school day. (Education Code 51228.1, 51228.2)

The above limitations on class assignments shall not affect the authority of the Superintendent or designee to permit the enrollment of a student in a dual enrollment, independent study, evening high school program, or other class or course authorized by law. (Education Code 51228.1, 51228.2)

(cf. 6158 - Independent Study)

(cf. 6172.1 - Concurrent Enrollment in College Courses)

Any complaint that the district has not complied with the requirements in this section regarding assignments in grades 9-12 may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied

BP 6152(d)

CLASS ASSIGNMENT (continued)

with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 51228.3; 5 CCR 4600-4687)

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35160 Authority of the board

51224.7 California Mathematics Placement Act of 2015

51228.1 Assignment to courses without educational content, grades 9-12

51228.2 Assignment to courses previously completed, grades 9-12

51228.3 Uniform complaint procedures; noncompliance with assignment limitations for grades 9-12

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elementary Makes the Grade!, 2000

WEB SITES

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>

National Association for the Education of Young Children: <http://www.naeyc.org>

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Policy Reference UPDATE Service

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J.3.q.

CSBA Sample Administrative Regulation

Instruction

AR 6162.51(a)

STATE ACADEMIC ACHIEVEMENT TESTS

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

~~The district shall permit any locally funded charter school to administer the CAASPP to its students.~~ **The students of any charter school that receives its state funding allocation through the district shall be tested** in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a **test administrator or** test examiner. (5 CCR 851)

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 6158 - Independent Study)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

AR 6162.51(b)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

On or before July 1 of each year, the Superintendent or designee shall identify any district school(s) with students who are unable to access the computer-based assessment of a CAASPP test and shall report the number of such students to the test contractor. If

available, a paper and pencil version of the assessment may be administered to such students. (5 CCR 853, 857)

On or before ~~September 30~~ **July 1** of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CCR 857-858. (5 CCR 857-858)

The Superintendent or designee also shall appoint **trained test administrator(s) to administer the CAASPP achievement tests and** test examiner(s) to administer the ~~state assessments—California Alternate Assessments~~. A test examiner shall be ~~an employee or contractor of the district or, for an alternate assessment for students with disabilities, shall be a certificated or licensed employee of the school, district, or county office of education.~~ **a certificated or licensed employee of the district or county office of education.** (5 CCR 850)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian **or sibling** shall not be eligible to be that student's translator or scribe. (5 CCR 850)

AR 6162.51(c)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

~~Test coordinators, examiners, proctors, translators, and scribes shall sign a test security agreement or affidavit.~~ **All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859.** (5 CCR **850**, 859)

Tests Included in the State Assessment System

The district shall administer the following CAASPP assessments: (Education Code 60640; **5 CCR 851.5**)

1. The ~~Smarter Balanced Assessment Consortium assessments~~ **CAASPP achievement tests** for English language arts and mathematics in grades 3-8 and 11, except that:

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

- a. Recently arrived English learners, defined pursuant to Education Code 60603 as 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. **A recently arrived English learner may be administered the test upon request by his/her parent/guardian.**

(cf. 6174 - Education for English Language Learners)

- b. Students with disabilities who are unable to participate in ~~these~~ **the English language arts and mathematics** assessments, even with the resources described in the section "Testing Variations" below, ~~may~~ **shall** be provided an

AR 6162.51(d)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

alternate test ~~in accordance with~~ **when designated in** their individualized education program (IEP), as provided in item #3 below.

(cf. 6159 - Individualized Education Program)

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

2. Science assessments at grades 5, 8, and 10

However, students with disabilities who are unable to participate in the science assessments, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

(cf. 6142.93 - Science Instruction)

3. For students with disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, **and who have an IEP that designates the use of alternate tests at the applicable grade levels:**

- a. California Alternate Assessment in English language arts and mathematics **for students with significant cognitive disabilities**
- b. For the science assessment, either the ~~California Alternate Performance Assessment or~~ **California Modified Assessment** or, **for students with significant cognitive disabilities**, the California Alternate Performance

AR 6162.51(e)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

In addition, the Superintendent or designee may administer a primary language assessment to English learners in grades 2-11. Administration of this test shall not replace the administration of the above tests, administered in English, to English learners. (Education Code 60640)

The primary language assessment also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to the approval of ~~the~~ by the California Department of Education (CDE) of an agreement between the district and the state testing contractor. (Education Code 60640)

Exemptions

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

AR 6162.51(f)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

A parent/guardian may annually submit to the school a written request to excuse his/her child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

Testing Period

The Superintendent or designee shall establish testing days for district students within the following **available** testing windows: (5 CCR 855)

1. Assessments in English language arts and mathematics shall **not** be administered **until between the date on which** at least 66 percent of the school's **or track's** annual instructional days **have been completed** for grades 3-8, or at least 80 percent of the annual instructional days for grade 11, **have been completed and may continue up to**

~~and including~~ **and** the last day of instruction for the regular **annual** calendar **of the school or track**.

2. ~~Alternate assessments for students with disabilities and All~~ science assessments, ~~for all students~~ **including CAPA and CMA**, shall be administered during **an available** testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's ~~or track's, or program's~~ **annual** instructional days.
3. **Beginning in the 2016-17 school year, the CAA shall be administered during the available testing windows specified in item #1.**

AR 6162.51(g)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

- 3 4. The primary language assessment shall be administered to English learners within the testing window specified in item #2.

Within the above testing windows, the Superintendent or designee may designate one testing period for each school or track or, if a school has multiple tracks, a selected testing period for each track. The district shall not exceed six selected testing periods within the available testing window. The testing period shall be no fewer than 25 consecutive instructional days and may be extended up to an additional 10 consecutive instructional days if still within the available testing window set forth in items #1-4 above. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

Testing Variations

~~Assessments~~ **CAASSP achievement tests and the primary language test** shall be administered in accordance with the manuals or other instructions provided by the test contractor ~~and or~~ CDE except that, as appropriate, ~~students may be provided universal tools, designated supports, and/or accommodations during testing that are specifically allowed pursuant to 5 CCR 853.5 or 853.7.~~ **the following testing variations may be used:** (5 CCR 850, ~~853.5, 853.7~~ **853-853.8**)

1. **Universal tools specified in 5 CCR 853.5 may be used with any student.**
2. **Designated supports specified in 5 CCR 853.5 and, if an English learner, in 5 CCR 853.7, may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.**

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

3. Accommodations specified in 5 CCR 853.5 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase
4. ~~If a resource has not been specifically identified in 5 CCR 853.5 or 853.7 but is regularly used by a student in the classroom for instruction and/or assessment, the district or school site test coordinator may submit a written request to the CDE for approval to use that individualized aid. He/she shall submit the request at least 10 business days prior to the student's first day of CAASPP testing. (5 CCR 853.5)~~ An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and the CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a request to the CDE for approval to use that unlisted resource during that year. If the CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 853.8)

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 853.6)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)**Report of Test Results**

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to his/her parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Instruction

BP 6164.2(a)

GUIDANCE/COUNSELING SERVICES

The Governing Board recognizes that a **structured, coherent and** comprehensive counseling program promotes academic achievement and serves the diverse needs of all district students. Counseling staff shall **be available to provide students with individualized reviews of** ~~meet with students regarding~~ their educational progress toward academic and/or career **and vocational** goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning.

The Superintendent or designee shall ensure that all persons employed to provide school counseling, school psychology, and/or school social work services shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of each position shall be clearly defined in a job description.

(cf. 4112.2 - Certification)

Responsibilities of school counselors include, but are not limited to:

- 1. Engaging with, advocating for, and providing support for all students with respect to learning and achievement**
- 2. Planning, implementing, and evaluating programs to promote the academic, career, personal, and social development of all students, including students from low-income families, foster youth, homeless youth, undocumented youth, and students at all levels of academic, social, and emotional abilities**
- 3. Using multiple sources of information to monitor and improve student behavior and achievement**

BP 6164.2(b)

GUIDANCE/COUNSELING SERVICES (continued)

- 4. Collaborating and coordinating with school and community resources**
- 5. Promoting and maintaining a safe learning environment for all students by providing restorative justice practices, positive behavior interventions, and support services**

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

- 6. Intervening to ameliorate school-related problems, including issues related to chronic absences**

(cf. 5113.1 - Chronic Absence and Truancy)

- 7. Using research-based strategies to reduce stigma, conflict, and student-to-student mistreatment and bullying**

- 8. Improving school climate and student well-being**

(cf. 5137 - Positive School Climate)

- 9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural legacy, and commitment to lifelong learning and the pursuit of high-quality educational programs**

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

- 10. Providing counseling interventions and support services for students classified as English learners, eligible for free or reduced-priced meals, or foster youth, including enhancing equity and access to the education system and community services**

(cf. 0460 - Local Control and Accountability Plan)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)

11. Engaging in continued development as a professional school counselor

(cf. 4131 - Staff Development)

BP 6164.2(c)

GUIDANCE/COUNSELING SERVICES (continued)

Academic and Career Educational Counseling

The district's academic counseling program shall be designed to assist students to establish immediate and long-range educational plans, achieve academic standards, prepare for the high school exit examination, and complete the required curriculum in accordance with their individual needs, abilities, and interests. Insofar as possible, parents/guardians shall be included when making educational plans.

Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions. (Education Code 221.5)

(cf. 5145.6 - Parental Notifications)

The **educational** counseling program for high school students may **shall** include appropriate grade-level **academic counseling in the following areas: (Education Code 49600)**

1. Information about courses needed for admission to colleges and universities, standardized admission tests, financial aid, and scholarships
2. An opportunity for each student and, if practicable, his/her parent/guardian to meet with a counselor to discuss the student's career goals, available educational and career technical education options, and community and workplace experiences to support the student's goals
3. Monitoring of each student's fulfillment of required coursework and progress toward promotion and graduation, and notification of the student and his/her parent/guardian of remaining academic requirements
4. Additional specialized counseling services for students identified as at risk of not graduating with their class

1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans

BP 6164.2(d)

GUIDANCE/COUNSELING SERVICES (continued)

2. Optimizing progress towards achievement of proficiency standards
3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to public colleges and universities, standardized admissions tests, and financial aid
5. Career and vocational counseling, in which students are assisted in doing all of the following:
 - a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
 - b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
 - c. Developing realistic perceptions of work, the changing work environment, and the effect of work on lifestyle
 - d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options
 - e. Understanding the value of participating in career technical education and work-based learning activities and programs, including, but not limited to, service learning, regional occupational centers and programs, partnership programs, job shadowing, and mentoring experiences

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

- f. Understanding the need to develop essential employable skills and work habits

BP 6164.2(e)

GUIDANCE/COUNSELING SERVICES (continued)

- g. Understanding the variety of four-year colleges and universities and community college vocational and technical preparation programs, as well as admission criteria and enrollment procedures**

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with the rest of their class, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for a student to continue his/her education if he/she fails to meet graduation requirements.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

(cf. 6184 - Continuation Education)

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

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

In addition, counselors shall affirmatively explore with students the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

BP 6164.2(f)

GUIDANCE/COUNSELING SERVICES (continued)

Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

(cf. 5125.1 - Release of Directory Information)

Personal or Mental Health Counseling

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by his/her credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

(cf. 1020 - Youth Services)

BP 6164.2(g)

GUIDANCE/COUNSELING SERVICES (continued)

(cf. 5113 - Absences and Excuses)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.6 - School Health Services)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5147 - Dropout Prevention)

(cf. 6164.5 - Student Success Teams)

Written parent/guardian consents shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by his/her parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602. (Education Code 49602)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever unsure of how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

BP 6164.2(h)

GUIDANCE/COUNSELING SERVICES (continued)

In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

(cf. 5136 - Gangs)

(cf. 5141.52 - Suicide Prevention)

Teacher-Based Advisory Program

The Board recognizes that a supportive, ongoing relationship with a caring adult can provide a student with valuable advice, enhance student-teacher relationships, and build the student's feelings of connectedness with the school. The Board authorizes the development of a teacher-based advisory program in which teachers advise students in such areas as academic planning, character development, conflict resolution, and self-esteem. Any teacher participating in this program shall be under the supervision of a credentialed school counselor as appropriate, receive related information and training, and be subject to this Board policy and law, including requirements pertaining to student confidentiality and nondiscrimination.

(cf. 4131 - Staff Development)

Legal Reference: (see next page)

BP 6164.2(i)

GUIDANCE/COUNSELING SERVICES (continued)

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

44266 Pupil personnel services credential

48431 Establishing and maintaining high school guidance and placement program

49600-49604 Educational counseling
51250-51251 School age military dependents
51513 Personal beliefs
FAMILY CODE
6920-6929 Consent by minor for treatment or counseling
HEALTH AND SAFETY CODE
124260 Mental health services; consent by minors age 12 and older
PENAL CODE
11166-11170 Reporting known or suspected cases of child abuse
WELFARE AND INSTITUTIONS CODE
5850-5883 Mental Health Services Act
CODE OF REGULATIONS, TITLE 5
4930-4931 Counseling
80049-80049.1 Pupil personnel services credential
80632-80632.5 Preparation programs for pupil personnel services
UNITED STATES CODE, TITLE 10
503 Military recruiter access to directory information
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
7908 Armed forces recruiter access to students and student recruiting information
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family educational rights and privacy

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Results-Based School Counseling and Student Support Guidelines, 2007
WEB SITES
American School Counselor Association: <http://www.schoolcounselor.org>
California Association of School Counselors: <http://www.schoolcounselor-ca.org>
California Department of Education: <http://www.cde.ca.gov>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>
U.S. Department of Education, access to military recruiters:
<http://www.ed.gov/policy/gen/guid/fpco/hottopics/ht10-09-02.html>

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Policy Reference UPDATE Service

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Board Policy

Business and Noninstructional Operations

BP 3515.2(a)

DISRUPTIONS

The Governing Board is committed to providing a safe **and orderly** environment for **district** students, staff, and others **while they are** on district property or **while** engaged in school activities.

The Superintendent or designee shall remove any individual who, by his/her presence or action, disrupts or threatens to disrupt normal **district or school** operations **at a school campus or any other district facility**, threatens the health or safety of anyone on district property, or causes or threatens to cause damage to district property or to any property on school grounds.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

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

(cf. 4158/4258/4358 - Employee Security)

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

(cf. 5131.4 - Student Disturbances)

BP 3515.2(b)

DISRUPTIONS (continued)

The Superintendent or designee shall establish a plan describing staff responsibilities and actions to be taken when an individual is causing **or threatening to cause** a disruption. **The plan shall address, as appropriate, visitor registration procedures; campus security measures; evacuation procedures; lock-down procedures; possible responses to an active shooter situation; communications within the school and with parents/guardians, law enforcement, and the media in the event of an emergency; and crisis counseling or other assistance for students and staff after a disruption.** In developing such a plan, the Superintendent or designee shall consult with law enforcement to create guidelines for law enforcement support and intervention **in the event of a disruption when necessary.**

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

(cf. 3515.3 - District Police/Security Department)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall provide training to school staff on how to identify and respond to actions or situations that may constitute a disruption.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Any employee who believes that a disruption may occur shall immediately contact the principal. The principal or designee shall notify law enforcement in accordance with Education Code 48902 and 20 USC 7151 and in other situations, as appropriate.

BP 3515.2(c)

DISRUPTIONS (continued)

~~Possession of a firearm within 1000 feet of any district school is prohibited except when authorized by law. (Penal Code 626.9)~~

~~Possession of any other unauthorized weapon or dangerous instrument is prohibited on school grounds or buses and at school-related or school-sponsored activities without the written permission of school authorities.~~

~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~

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

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

Legal Reference: (see next page)

BP 3515.2(d)

DISRUPTIONS (continued)

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting, misdemeanor

32211 Threatened disruption or interference with classes; misdemeanor

35160 Authority of governing boards

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities

48902 Notification of law enforcement authorities

51512 Prohibited use of electronic listening or recording device

PENAL CODE

243.5 Assault or battery on school property

415.5 Disturbance of peace of school

626-626.11 Schools, crimes, especially:

626.7 Failure to leave campus or facility; wrongful return; penalties; notice; exceptions

626.8 Disruptive presence at schools

626.81 Misdemeanor for registered sex offender to come onto school grounds

626.85 Misdemeanor for specified drug offender presence on school grounds

626.9 Gun Free School Zone Act

627-627.10 Access to school premises
 653b Loitering about schools or public places
 12556 Imitation firearms
30310 Prohibition against ammunition on school grounds
UNITED STATES CODE, TITLE 20
 7151 Gun-Free Schools Act
COURT DECISIONS
Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652
In Re Joseph F., (2000) 85 Cal.App.4th 975
In Re Jimi A., (1989) 209 Cal.App.3d 482
In Re Oscar R., (1984) 161 Cal.App.3d 770
ATTORNEY GENERAL OPINIONS
 79 *Ops.Cal.Atty.Gen.* 58 (1996)

Management Resources:

CSBA PUBLICATIONS
911! A Manual for Schools and the Media During a Campus Crisis, 2001
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Guide for Developing High-Quality School Emergency Operations Plans, 2013
Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003
WEB SITES
 CSBA: <http://www.csba.org>
 California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ss>
 U.S. Department of Education, **Emergency Planning**:
<http://www.ed.gov/admins/lead/safety/emergencyplan>

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Administrative Regulation

J.3.t.

Business and Noninstructional Operations

AR 3515.2(a)

DISRUPTIONS

The principal or designee may direct any person, except a student, school employee, or other person required by his/her employment to be on school grounds, to leave school grounds or school activity if:

1. The principal or designee has reasonable basis for concluding that the person is committing or has entered the campus with the purpose of committing an act which is likely to interfere with the peaceful conduct, discipline, good order, or administration of the school or a school activity, or with the intent of inflicting damage to any person or property. (Education Code 44810, 44811; Penal Code 626.7)
2. The person fights or challenges another person to a fight, willfully disturbs another person by loud and unreasonable noise, or uses offensive language which could provoke a violent reaction. (Penal Code 415.5)
3. The person, **without lawful business for being present**, loiters around a school ~~without lawful business for being present~~ or reenters a school within 72 hours after he/she was asked to leave. (Penal Code 653b)

4. The person is required to register as a sex offender pursuant to Penal Code 290 and does not have a lawful purpose and written permission from the principal or designee to be on school grounds. (Penal Code 626.81)

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.5 - Sex Offender Notification)

AR 3515.2(b)

DISRUPTIONS (continued)

5. The person is a specified drug offender, as defined in Penal Code 626.85, and does not have written permission from the principal or designee to be on school grounds. However, such specified drug offender may be on school grounds during any school activity if he/she is a student or the parent/guardian of a student attending the school. (Penal Code 626.85)
6. The person willfully or knowingly creates a disruption with the intent to threaten the immediate physical safety of **any students in grades K-8, staff, or others** while attending, arriving at, or leaving school. (Penal Code 626.8)
7. The person has otherwise established a continued pattern of unauthorized entry on school grounds. (Penal Code 626.8)

(cf. 1240 - Volunteer Assistance)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 6145.2 - Athletic Competition)

The principal or designee shall allow a parent/guardian who was previously directed to leave school grounds to reenter for the purpose of retrieving his/her child for disciplinary reasons, medical attention, or family emergencies, or with the principal or designee's prior written permission. (Penal Code 626.7, 626.85)

When directing any person to leave school premises, the principal or designee shall inform the person that he/she may be guilty of a crime if he/she: **(Education Code 32211; Penal Code 626.7, 626.8, 636.85)**

1. Fails to leave or remains after being directed to leave **(Penal Code 626.7, 626.8, 626.85)**
2. Returns to the campus without following the school's posted registration requirements **(Penal Code 626.7)**
3. Returns within seven days after being directed to leave **(Penal Code 626.8, 626.85)**

(cf. 0450 - Comprehensive Safety Plan)

Whenever an individual is causing or threatening to cause a disruption at any district

AR 3515.2(c)

DISRUPTIONS (continued)

facility other than a school campus, the Superintendent or designee may direct that individual to leave the facility consistent with this regulation and the accompanying Board policy.

Appeal Procedure

Any person who is asked to leave a school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee and the person making the appeal, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code 32211)

The decision of the Superintendent or designee may be appealed to the Governing Board. Such an appeal shall be made no later than the second school day after the Superintendent or designee has rendered his/her decision. The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final. (Education Code 32211)

In any circumstance where a person has been directed to leave a school building or ground where the Superintendent's or Board's office is situated, he/she may nevertheless enter the school building or ground solely for the purpose of making the appeal. (Education Code 32211)

(3/10 3/12) 4/16

Board Policy

J.3.u.

Business and Noninstructional Operations

BP 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

Cautionary Notice: SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that a person with a concealed weapons license must obtain written permission of the Superintendent or designee in order to possess a firearm and/or ammunition on school grounds. In view of the public interest and safety issues involved, CSBA strongly recommends that the Governing Board adopt a policy either prohibiting or permitting such possession and, if such possession is

allowed, establishing conditions and criteria for granting permission to individuals. Because the law now requires an affirmative action on the part of the district to allow or disallow concealed weapons permit holders to possess a firearm and/or ammunition on school grounds, it is possible that district liability could be increased. Thus, in adopting a policy, CSBA recommends that the Board consult with the district's legal counsel and insurance provider and with local law enforcement in order to carefully tailor the following sample policy to reflect the district's local circumstances.

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)

(cf. 3515.2 - Disruptions)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

BP 3515.7(b)

FIREARMS ON SCHOOL GROUNDS (continued)

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. *School grounds* include, but are not limited to, school buildings, fields, storage areas, and parking lots.

OPTION 1:

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

Note: The remainder of this policy is for use by districts selecting Option 2, which allows the Superintendent or designee to exercise the authority to grant written permission to carry a firearm and/or ammunition on school grounds. Prior to adopting Option 2, the district should consult with legal counsel, the chief of police or county sheriff, insurance carriers, and other appropriate persons or agencies to assess the district's potential liability and the potential impact on the district's tactical response and comprehensive safety plans.

OPTION 2:

Note: The following paragraph may be revised to reflect district criteria, if any, for establishing eligibility for granting written permission to other persons to carry a firearm and/or ammunition on school grounds. To

comply with both state and federal law, individuals need a CCW license without any restrictions regarding carrying a firearm on school grounds. CCW licenses are issued only by a California county sheriff to residents of the county or by the chief of police to residents of the city. Pursuant to Penal Code 26150 and 26155, minimum requirements for the CCW license include proof of "good moral character," good cause for issuance of the license, fulfillment of residency requirements, and completion of a course of training. Some counties also require a psychological evaluation. According to Frequently Asked Questions on the web site of the Office of the Attorney General, California law does not honor or recognize CCW licenses issued outside the state.

In addition, the district may revise the following paragraph to specify the person(s) authorized to grant permission. Pursuant to Penal Code 626.9, the Board could grant such authority to the Superintendent, his/her designee, or "equivalent school authority," which CSBA interprets to mean anyone who is responsible for running a school or program, such as the director of a regional occupational center/program, the principal of a charter school, etc. The paragraph also may be revised to indicate whether the Board will be involved in the review of grants or denials of permission.

In addition, the Board authorizes the Superintendent or designee to grant written permission to a person who holds a valid Carry Concealed Weapon (CCW) license issued in California and who is at least 21 years of age to possess lawful firearms and/or ammunition on school grounds in accordance with law and Board policy.

BP 3515.7(c)

FIREARMS ON SCHOOL GROUNDS (continued)

Any employee granted permission shall be an employee with no disciplinary record in the previous four years.

(cf. 4116 - Probationary/Permanent Status)

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

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

No staff member shall be required to carry a firearm and/or ammunition while on school grounds.

Note: It is recommended that the district require any person requesting to carry a firearm and/or ammunition on school grounds to complete an application. See Exhibit (1) for a sample application form.

Any person requesting to carry a firearm on school grounds shall annually submit an application to the Superintendent or designee. He/she shall also provide a copy of a valid CCW license and meet any other requirement of the insurance provider, such as additional training or insurance coverage.

(cf. 3580 - District Records)

Note: It is recommended that any person granted permission to carry a firearm and/or ammunition on school grounds be required to read and sign a firearm and ammunition possession agreement. The agreement should specify all responsibilities and restrictions placed upon the possession of a firearm or ammunition on school grounds. See Exhibit (2) for a sample agreement.

Any person who is granted permission shall be required to sign the district's firearm and ammunition possession agreement. The signed agreement shall be maintained in the district's

records. The principal and other appropriate staff shall be notified regarding persons who have been granted permission.

Permission shall be granted only if the Superintendent or designee is satisfied that the possession on school grounds shall be for a peaceful and lawful purpose or activity and that the possessor will at all times comply with all terms included in the district's firearm and ammunition possession agreement.

Permission to carry a firearm and/or ammunition on school grounds may be revoked by the Board or the Superintendent or designee at any time. In addition, when any person granted permission to possess a firearm on campus is directed to leave school grounds for reasons of disruption or other violation of law or district policy, the permission is automatically revoked.

Legal Reference: (see next page)

BP 3515.7(d)

FIREARMS ON SCHOOL GROUNDS (continued)

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

35160 Powers and duties of the board

35161 Powers and duties of the board; authority to delegate

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

7151 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

Exhibit**Business and Noninstructional Operations**

E(1) 3515.7(a)

FIREARMS ON SCHOOL GROUNDS**APPLICATION FOR FIREARM/AMMUNITION ON SCHOOL GROUNDS**

Note: The following Exhibit is for use by districts that authorize the Superintendent or designee to grant permission to carry a firearm or ammunition on school grounds pursuant to Penal Code 626.9 and 30310; see Option 2 in the accompanying Board policy. The district may revise this sample application in order to obtain any other information needed to determine if the individual meets district eligibility criteria.

Please fill out all three sections of this application and attach all documents listed in Section 2. Incomplete applications will not be processed.

Return this application to:

(title)

(address)

SECTION 1. Identifying Information

Name: _____ Date of Birth: _____

Phone: _____ Email: _____

School(s) at which I seek permission to carry a firearm and/or ammunition:

I am a (check one or more):

___ District employee (Job title: _____ Location: _____)

___ Parent/guardian of child(ren) at the following school(s): _____

___ Other: _____

Reason for requesting permission to carry firearm and/or ammunition on school grounds:

E(1) 3515.7(b)

FIREARMS ON SCHOOL GROUNDS (continued)

SECTION 2. Required Documents

The following documents must be attached to this application:

1. Copy of a valid Carry Concealed Weapon (CCW) license issued in California

Date of expiration: _____

Note: The district may add other documents required by the district or its insurance provider, such as documentation of insurance coverage or training.

2. _____

SECTION 3. Acknowledgment

I understand that by submitting this application I am certifying under penalty of perjury under the laws of the State of California that the information provided is accurate and all documents attached are true and correct copies of the original. I understand that the decision to grant me permission to carry a firearm and/or ammunition on school grounds is at the sole discretion of the school district.

Print name: _____ Date: _____

Signature: _____

Exhibit

Business and Noninstructional Operations

E(2) 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

FIREARM AND AMMUNITION POSSESSION AGREEMENT

Note: The following Exhibit is for use by districts that authorize the Superintendent or designee to grant permission to carry a firearm or ammunition on school grounds pursuant to Penal Code 626.9 and 30310; see Option 2 in the accompanying Board policy. The following agreement is intended as a sample only. The district should consult with legal counsel, the county sheriff and/or city chief of police, insurance carriers, and others as appropriate to determine the content that should be included in the district's agreement.

The district permits the possession of firearms and ammunition on school grounds consistent with applicable law and Board policy. Before the Superintendent or designee grants such permission to any person to possess a firearm or ammunition on school grounds, the person requesting such permission must agree to the conditions described below regarding acceptable use and the safety restrictions imposed by the district.

I. Definitions

Note: The definitions of "ammunition," "firearm," and "carry concealed weapon" below reflect the provisions of Penal Code 16150, 16520, and 26170, respectively. Because federal and state gun laws and regulations change frequently and may impact these definitions, the district should regularly review this agreement in consultation with legal counsel to ensure that these definitions are current.

Ammunition means, but is not limited to, any bullet, cartridge, magazine, clip, speed loader, autoloader, or projectile capable of being fired from a firearm with a deadly consequence. Ammunition does not include blanks.

Firearm means a device, designed to be used as a weapon, from which is expelled through a barrel, a projectile by the force of an explosion or other form of combustion.

Carry Concealed Weapon (CCW) license means a valid, current permit to carry a concealed firearm issued by a county sheriff or chief of police within California and must contain no restriction on the carrying of a firearm on school grounds.

School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots.

II. District Rights

Note: The following section contains some of the rights that the district may wish to retain with respect to the possession of firearms and/or ammunition on school grounds. It is by no means exhaustive, and CSBA recommends that the district consult its legal counsel to modify or expand the list as necessary.

FIREARMS ON SCHOOL GROUNDS (continued)

The Superintendent or designee shall notify the principal and other appropriate staff of all persons granted permission to carry a firearm and/or ammunition on school grounds.

Permission to carry a firearm and/or ammunition does not necessarily apply to all types of lawful firearms or ammunition. The Superintendent or designee may deny permission for any specific type of firearm or ammunition or otherwise change the scope of the permission.

The Superintendent or designee shall notify law enforcement in the event that the person uses a firearm or ammunition in a manner that threatens the safety of other persons or district property.

The district reserves the right to revoke, at any time, the permission granted to an individual to possess a firearm and/or ammunition on school grounds. Grounds for revocation include, but are not limited to, a violation of law, Board policy, or any terms of this Agreement; concerns of the Superintendent or designee about the individual's ability to safely use the firearm or ammunition on school grounds; or any subsequent change in Board policy that would prohibit the granting of permission to any individual.

III. Responsibilities

Note: The following section contains some of the responsibilities of individuals who have written permission to carry a firearm and/or ammunition on school grounds. It is by no means exhaustive, and CSBA recommends that the district consult its legal counsel and insurance provider to modify or expand the list as necessary.

Responsibilities of any person given permission to carry a firearm or ammunition on school grounds include, but are not necessarily limited to:

1. Abiding by all applicable laws, Board policy, and the terms of this Agreement
2. Ensuring the safe storage and handling of the firearm and ammunition
3. Notifying the Superintendent or designee whenever the CCW license is revoked, expires, has new restrictions placed on it, or is renewed during the term of this Agreement and providing a copy of the renewed license as applicable
4. Only using the firearm and/or ammunition during an emergency that threatens the safety of students, staff, or other persons on school grounds and in accordance with applicable laws and the terms of the CCW license

IV. Acknowledgment of Receipt and Agreement

I acknowledge that I have received, read, and understood the Firearms and Ammunition

E(2) 3515.7(c)

FIREARMS ON SCHOOL GROUNDS (continued)

Possession Agreement. I understand that any violations of this Agreement may be grounds for revocation of the Agreement.

For district employees: In addition, I understand that any violations of this Agreement may result in disciplinary action, up to and including termination.

My signature below indicates my knowing and voluntary acceptance of all the terms of this Agreement. I understand it is my obligation to apply to renew this Agreement before it expires in order to continue to possess a firearm or ammunition on school grounds.

Print Name

Signature

Date

VI. District Permission

Note: The following section should be signed by the Superintendent, his/her designee, or equivalent school authority authorized by the Governing Board to grant written permission pursuant to Penal Code 626.9. See the accompanying Board policy.

Pursuant to Penal Code 626.9 and 30310 and as authorized by the Governing Board, I grant written permission to the following individual, whose name appears on the signature line under Section IV – Acknowledgement of Receipt and Agreement, to carry a firearm or ammunition on school grounds under the terms of this Agreement.

I reserve the right to revoke or modify the scope of the permission granted in this Agreement. This Agreement shall automatically expire on the date listed below and may be renewed subject to district criteria.

Name

Title

Signature

Date

Expiration date of Agreement: _____

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street
Colusa, CA 95932

UNOFFICIAL MINUTES
Board of Trustees Board Meeting

March 8, 2016

CALL TO ORDER	The meeting was called to order at 6:00 p.m. in the District Office Board Room by Board President Kelli Griffith-Garcia, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler, Lincoln Forry and Kathie Whitesell. Also in attendance was Superintendent Dwayne Newman and staff.
PLEDGE OF ALLEGIANCE	Ann Kalisuch led the Pledge of Allegiance.
HEARING OF THE PUBLIC FOR ITEMS ON THE AGENDA	No information was presented.
HEARING OF THE PUBLIC FOR ITEMS NOT ON THE AGENDA	No information was presented
RECOGNITIONS & CELEBRATIONS	Clair Toth recognized Toni Rangel and Agustin Bautista for the hard work and dedication to the students and staff at BPS.
STUDENT REPORT	Ann Kalisuch reported on upcoming CHS events.
PRESIDENT'S REPORT	<p>CRAF – Charles Yerxa reported that the CRAF Golf Tournament will be taking place in April. More information to follow.</p> <p>FOM – Terry Bressler reported that a new Music teacher has been hired.</p> <p>FOA – Kathie Whitesell reported that two CUSD students will be competing in the regional finals in the job interview contest at CSU, Chico. FFA has thirteen students receiving their state farmer degrees at CSU, Chico.</p> <p>SELPA – Kathie Whitesell & Terry Bressler – None.</p> <p>Grounds – Lincoln Forry reported that progress on the Ag Barn at CHS is on a brief hold until the upcoming storms pass.</p>
SUPERINTENDENT'S REPORT IMPROVING ACHIEVEMENT	<ul style="list-style-type: none">• LCAP Recommendations from the Board – Mr. Newman encouraged the board to send him recommendations.• Memorandum of Understanding with CCOE – Mr. Newman reported that CUSD signed an MOU with CCOE to give internet access to the Children Services center. There is no cost to CUSD. There is a clause in place that states if CUSD sees a negative impact on our bandwidth, the agreement will end.
SUPERINTENDENT'S REPORT MANAGEMENT	<ul style="list-style-type: none">• Bond Project Update – CPM provided a written report that we are over budget on our bond projects. Mr. Newman stated that we are not over budget. There are some areas in which we are over our originally estimated allocation, but we are not over budget. Program wide, the district is in a good position with an appropriate amount of money in reserve and about \$300,000 in un-allocated funding. Recent changes to the PG&E rate plan will result in a significant savings to CUSD.

Board of Trustees Meeting
March 8, 2016

- Report on Change to SELPA Funding Formula – Mr. Newman reported that the proposed change to the SELPA cost-sharing plan did not pass at the last SELPA council meeting. The funding formula will remain the same for this year. However, the districts will be working with the SELPA to devise a phased implementation of what we all agree is a more fair way to allocate the SELPA excess costs.

SUPERINTENDENT'S REPORT
BUDGET

Enrollment – Enrollment continues to be steady.

PRINCIPAL'S REPORT

With many staffing changes set to occur for the 2016-17 school year, Darren Brown presented information that highlights the constants at Colusa High School. FFA, FBLA and ESA were featured in the presentation.

CSEA REPORT

No information presented.

CEA REPORT

No information presented.

**INFORMATION/DISCUSSION/
POSSIBLE ACTION ITEMS**

NO ACTION TAKEN
INFORMATION ITEM ONLY

Mr. Newman wanted to remind the members of the board whose terms are up this year, that there will be necessary paperwork in the near future should they wish to run in the upcoming 2016 election.

ACTION ITEM #1516133

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 2121 – Superintendent's Contract.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516134

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 4030 – Nondiscrimination in Employment.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516135

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 4030 – Nondiscrimination in Employment.

Board of Trustees Meeting
March 8, 2016

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516136

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 4121 – Temporary/Substitute Personnel

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516137

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 4261.1 – Personal Illness/Injury Leave

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516138

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 5111.1 – District Residency

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516139

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 5111.1 – District Residency

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye

Board of Trustees Meeting
March 8, 2016

Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516140

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 5141 – Health Care & Emergencies.

Whitesell – Aye

Yerxa – Aye

Griffith-Garcia – Aye

Bressler – Aye

Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516141

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 5141 – Health Care & Emergencies.

Whitesell – Aye

Yerxa – Aye

Griffith-Garcia – Aye

Bressler – Aye

Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516142

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 6142.1 – Sexual Health & HIV/Aids Prevention Instruction.

Whitesell – Aye

Yerxa – Aye

Griffith-Garcia – Aye

Bressler – Aye

Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516143

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 6142.1 – Sexual Health & HIV/Aids Prevention Instruction.

Whitesell – Aye

Yerxa – Aye

Griffith-Garcia – Aye

Bressler – Aye

Forry – Aye

Vote: (Unanimous)

Board of Trustees Meeting
March 8, 2016

ACTION ITEM #1516144 Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 6146.1 – High School Graduation Requirements.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516145 Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 6152.1 – Placement in Mathematics Courses.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516146 Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 6173 – Education for Homeless Children

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516147 Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 6173 – Education for Homeless Children

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516148 Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 6173.1 – Education for Foster Youth.

Whitesell – Aye

Board of Trustees Meeting
March 8, 2016

Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516149

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 6179 – Supplemental Instruction.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516150

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BB 9150 – Student Board Members.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516151

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 4032 – Reasonable Accommodation.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516152

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 4119.11/4219.11/4319.11 – Sexual Harassment.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Board of Trustees Meeting
March 8, 2016

Vote: (Unanimous)

ACTION ITEM #1516153

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 5117 – Interdistrict Attendance

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516154

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 5123 – Promotion/Acceleration/Retention.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516155

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt AR 5125 – Student Records.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516156

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 6142.92 – Mathematics Instruction.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

Board of Trustees Meeting
March 8, 2016

ACTION ITEM #1516157

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve and adopt BP 6177 – Summer Learning Programs.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516158

Motion was made by Kathie Whitesell, seconded Charles Yerxa to approve the Warrants: Batch #29-32.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Ayes

Vote: (Unanimous)

ACTION ITEM #1516159

Motion was made by Terry Bressler, seconded by Lincoln Forry to approve the following consent agenda items:

- a. February 9, 2016 Meeting Minutes
- b. February 23, 2016 Meeting Minutes
- c. CUSD Emergency Response Plan
- d. CUSD Injury & Illness Prevention Program
- e. All Rite Roofing Agreement
- f. General Fund 01 Budget Revision
- g. 2015-16 CSEA Tentative Agreement
- h. CSEA Job Description for Administrative Assistants & Technology Support Specialist
- i. 2015-16 CSEA Salary Schedule
- j. 2015-16 AB1200 Public Disclosure of Collective Bargaining Agreement for CSEA.
- k. Consider Approval of Teachers Recommended for Tenure for 2016-17 School Year
- l. Personnel Assignment Order #2015-2016 #9
- m. February Payroll
- n. ASB Financial Statement

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Board of Trustees Meeting
March 8, 2016

Vote: (Unanimous)

HEARING OF THE PUBLIC FOR
MATTER ON CLOSED SESSION
AGENDA

None.

The Board adjourned to Closed Session at 6:35 PM to consider and/or take action upon any of the following items:

1. Student Matters:

- a. Out of School Suspensions
- b. Inter-District Transfers

2. Personnel Matters:

- a. Public Employment
 - 1. 2015-2016 New Hires
 - 2. Superintendent Evaluation
- b. Public Employee Discipline/ Dismissal/Release/Resignations
 - 1. Resignations

3. Negotiations

Instructions to District Negotiators (Executive Session of School Board and its designated representatives for the purpose of discussing its position regarding matters within the scope of representation and instructing its designated representatives).

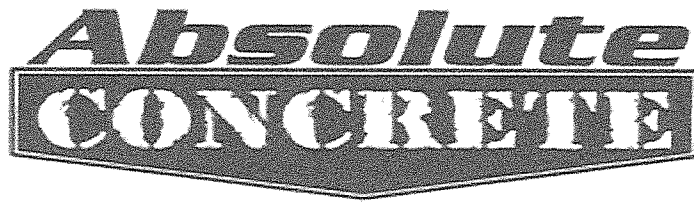
The Board reconvened from Closed Session at 7:00 PM. Board President, Kelli Griffith-Garcia reported out that the Board reviewed the Out of School Suspensions and Inter-District Transfers.

ADJOURNMENT

The meeting adjourned at 7:05 PM

Respectfully submitted by Zeba Hone,
Executive Administrative Assistant

APPROVED BY:



Cell # (530)-370-3551 Fax (530) 695-1366

Email: jeramysnyder@yahoo.com

9891 Richard Road Live Oak Ca. 95953

LICENSE NO. 911757

PROJECT: CHS Stadium (Light Pole repair)

PROPOSAL DATE: 11-23-15

CONCRETE PROPOSAL

Supply all labor, material, equipment, and supervision necessary to excavate, set up, place, and finish all concrete specified below.

This proposal includes:

- *Remove and replace section around light pole approx. 3 ft. x 3ft.
- *Install expansion felt
- *Disposal fees
- *Concrete cure

NOTES

Labor is contracted on a one time move-in construction sequence; additional move-ins do to the requirements of others will be charged \$150. Any factor, defect, or change caused by others which requires field modification will be charged \$30 per man hour plus cost of materials and equipment. Any concrete cracking is not the responsibility of the contractor. Contractor must have access to construction water. Contractor is not responsible for un-even finish or cure due to sun or shade spots. Any underground pipes or utilities that may be damaged are not the responsibility of the contractor if unaware of them. All finish grade shall be determined prior to start of construction. This proposal is valid for 30 days only. The price is subject to change due to the increased cost of building materials. All labor is bid at prevailing wage rate.

BID AMOUNT \$800.00

TERMS: 10% upon acceptance 50% upon completion of set up 40% upon completion of job

OWNER Debra K. Moore **DATE** 11/24/15

By signing above you agree to the set price and specifications of proposed work. All payments shall be made as described above. If payment is not made contractor reserves the right to stop all work until payment is received.



Cell # (530)-370-3551 Fax (530) 695-1366

Email: jeramysnyder@yahoo.com

9891 Richard Road Live Oak Ca. 95953

LICENSE NO. 911757

PROJECT: Colusa Unified School District (Area around freezer slab)

PROPOSAL DATE: 11-23-15

CHARGE TO
BOND 

CONCRETE PROPOSAL

Supply all labor, material, equipment, and supervision necessary to excavate, set up, place, and finish all concrete specified below.

This proposal includes:

- *Remove existing asphalt
- *Install approx. 270 sq. ft. concrete flatwork
- *Disposal fees
- *Concrete cure

NOTES

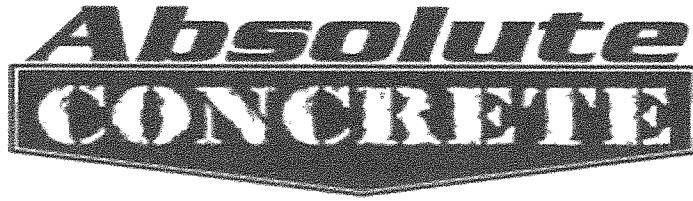
Labor is contracted on a one time move-in construction sequence; additional move-ins do to the requirements of others will be charged \$150. Any factor, defect, or change caused by others which requires field modification will be charged \$30 per man hour plus cost of materials and equipment. Any concrete cracking is not the responsibility of the contractor. Contractor must have access to construction water. Contractor is not responsible for un-even finish or cure due to sun or shade spots. Any underground pipes or utilities that may be damaged are not the responsibility of the contractor if unaware of them. All finish grade shall be determined prior to start of construction. This proposal is valid for 30 days only. The price is subject to change due to the increased cost of building materials. All labor is bid at prevailing wage rate.

BID AMOUNT \$2,889.00

TERMS: 10% upon acceptance 50% upon completion of set up 40% upon completion of job

OWNER *Raymond Thurman* DATE *11/24/15*

By signing above you agree to the set price and specifications of proposed work. All payments shall be made as described above. If payment is not made contractor reserves the right to stop all work until payment is received.



Cell # (530)-370-3551 Fax (530) 695-1366

Email: jeramysnyder@yahoo.com

9891 Richard Road Live Oak Ca. 95953

LICENSE NO. 911757

PROJECT: Egling School (Freezer Pad)

PROPOSAL DATE: 11-23-15

CONCRETE PROPOSAL

Supply all labor, material, equipment, and supervision necessary to excavate, set up, place, and finish all concrete specified below.

This proposal includes:

- *Remove existing asphalt
- *Install approx. 196 sq. ft. pad for walk in freezer
- *Disposal fees
- *Concrete cure

NOTES

Labor is contracted on a one time move-in construction sequence; additional move-ins do to the requirements of others will be charged \$150. Any factor, defect, or change caused by others which requires field modification will be charged \$30 per man hour plus cost of materials and equipment. Any concrete cracking is not the responsibility of the contractor. Contractor must have access to construction water. Contractor is not responsible for un-even finish or cure due to sun or shade spots. Any underground pipes or utilities that may be damaged are not the responsibility of the contractor if unaware of them. All finish grade shall be determined prior to start of construction. This proposal is valid for 30 days only. The price is subject to change due to the increased cost of building materials. All labor is bid at prevailing wage rate.

BID AMOUNT \$3,789.00

TERMS: 10% upon acceptance 50% upon completion of set up 40% upon completion of job

OWNER Rayne K. Munson **DATE** 11/24/15

By signing above you agree to the set price and specifications of proposed work. All payments shall be made as described above. If payment is not made contractor reserves the right to stop all work until payment is received.



Estimate

Date	Estimate #
12/14/2015	11432

981 Joseph E Lowery Blvd NW
 suite 106
 Atlanta GA 30318
 PH: 866.925.2083
 F: 866.966.4256
 info@NationalGlazingSolutions.com

Bill To

Colusa Schools
 745 Tenth Street
 Colusa CA 95932

Ship To

High School
 Colusa Schools
 Colusa CA 95932

Terms

Net 30

Item	Description	Quantity	Amount
Solar Control Film	#1 High School: Furnish Lumar N1020B film to 178 panes (approx 1723 SQFT) per supplied sizes.	1	3,993.00
Installation Services (Labor)	#1 High School: Install Lumar N1020B film to 178 panes (approx 1723 SQFT) per supplied sizes.	1	5,762.00
000 Installation Services (General)	Prevailing Wages on bids over \$1,000.	1	0.00
000 Installation Services (General)	NOTE: Pricing is on hours, nonunion, based on one mobilization and includes (1) mock up, all subsequent mock ups charged at \$300 per mock up. Pricing is dependent on final film selection and final window size count and size verification and does not include access equipment or hardware removal unless specified herein. Film removal – NGS is not responsible for scratched or broken glass upon removing film.	1	0.00

Total

\$9,755.00

ACCEPTED BY:

Signature:

Dwayne K Newman

Print Name:

Dwayne Newman

Date:

3/17/16

Please contact Brian Metcalf for any questions concerning this quote : brian@nationalglazingsolutions.com or 866-925-2083

-This proposal covers the furnish & installation of film per spec and scope as defined above. This proposal includes all taxes, and fees.

Terms:

- 1) This price does NOT include attachment system of any kind unless stated in notes above
- 2) NGS does not recommend or warranty black out film on glass surfaces with direct sunlight
- 3) Pricing does not include extended or after hours labor fees unless stated
- 4) This proposal is ONLY valid for projects having at LEAST 5 days lead time from receipt of PO or contract. Anything less incurs expedited shipping & labor fees
- 5) Freight and/or Delivery Included
- 6) Credit Cards may be accepted for payment with a 4% processing fee

JEFF SAVAGE PLUMBING

• BID AND CONTRACT •

1314 OAK STREET - PO Box 807 - Colusa, CA 95932
(530) 458-4938 - License No. 543736

K.1.d.

Dated at 11-19-15

Date 11-19-15

Owner Colusa Uni. School Dist.

901 Colusa Ave

Address

General Contractor or Owner's Agent

Address

The undersigned plumbing contractor offers and agrees to furnish all labor and materials necessary to install a plumbing and sanitary system or the alteration or

repair of such a system, in and upon the premises located at _____
in the City of _____ County of _____ State of _____

in accordance with the plans and specifications therefor bearing the signatures of the parties and attached hereto as of the date of the acceptance hereof, or, if no such plans and specifications are so attached, then, in accordance with the work to be performed as outlined in the space below, and which said premises are legally described as being Lot _____ Block _____ Tract or Tract No. _____ as per map of the same recorded in Book _____

Page _____ of _____ Records of _____ County, State of _____

Approximate dates when work will begin _____ and when work will be completed _____

Substantial commencement of the project shall be defined as (briefly describe)

Contractors failure to substantially commence work, without lawful excuse, within twenty (20) days from the date specified above is a violation of the Contractors License Law.

If not otherwise specified herein, then the following plumbing fixtures and materials are to be furnished and installed, to wit:

Plumber will take out boiler's and remove from school property.

Plumber will tie hot/cold water lines together so that they still have water to showers.

Prevailing Wage Applies

TERMS

The above work to be performed subject to the terms and conditions herein contained for the sum of: Eleven Thousand Two Hundred and 00/100 — Dollars (\$ 11,200) payable as follows:

(1) \$ 11,200 — when Removed

(2) \$ 0 — when

(3) and the balance when all of the work has been performed and materials installed, in accordance with this specification bid and contract:

—OR—

any other terms, time given, and conditions of payment which the parties may agree upon and which same shall be in writing and attached hereto and which shall be considered part of this document. It is provided, however, that in the event no other method of payment is agreed upon, then any and all compensation for work performed hereunder shall be due and payable upon the completion of the work to be compensated for.

THIS OFFER AND AGREEMENT IS CONDITIONED AS FOLLOWS:

1. REASONABLE VALUE: The term reasonable value as mentioned herein shall be defined as: the plumbing contractor's cost of labor, materials and business overhead plus a reasonable net profit on such total cost.

2. EXTRA WORK: No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement or swimming pool. Any change-order forms for changes or extra work shall be incorporated in, and become a part of the contract.

3. ORDINANCES: All work shall be done in accordance with the laws and ordinances of the community in which such work is done.

4. COMMENCEMENT AND CONTINUANCE OF WORK: Because of the instability of costs of labor and materials, the contract price of this agreement is based upon the understand-

ing that the plumbing contractor may commence work within 20 days from the date specified unless time limit is extended by mutual consent of all parties hereto in writing. It is also conditioned that the construction of the building will proceed in the usual manner without delay and as rapidly as similar buildings are usually constructed, and if there is any unusual delay in the construction of the building at any time during the progress of this agreement, then the plumbing contractor may, at his option, by notifying the acceptor in writing, claim reasonable additional compensation, which said additional compensation the other party or parties hereto agree to pay upon the completion of the herein projected work; or, the plumbing contractor may be relieved from all obligations to commence or continue said work any further, as the case may be, and be entitled to recover the reasonable value of the work done, if any, without completion of this contract, as well as other damages resulting from the delay, and the plumbing contractor shall be in no way liable for any damages whatsoever by reason of his refusal to start or continue such said work.

(OVER)

THIS OFFER AND AGREEMENT IS CONDITIONED AS FOLLOWS: (Continued)

5. WORK STOPPAGES: If, after the work has been started, anything does occur that directly or indirectly prevents or otherwise delays the carrying on of the work as specified and over which the plumbing contractor has no control, the plumbing contractor shall immediately be entitled to and must be paid the full amount of the reasonable value of work that has been performed and material furnished as defined in paragraph 1, as well as other damages resulting from the delay.
6. PROMPT PAYMENT: The plumbing contractor enters into this contract upon the distinct condition precedent that the other party or parties hereto promises that any and/or all payments herein provided shall be promptly made at the respective times and in the manner herein set forth and if any and/or all payments herein provided are not made at the respective times and in the manner herein stipulated, the plumbing contractor may, at his option, refuse to proceed further with his work and shall in no way be liable for any damages whatsoever by reason of such refusal. In the event that the plumbing contractor ceases work for the reason above stated, the price mentioned for the completed work shall be disregarded and payment in full for all work performed and all material furnished as well as any other damages resulting from the cessation of work will be immediately due and payable; the value of such work done and materials furnished shall be the reasonable value as defined in paragraph 1.
7. ATTORNEY FEES: If suit or arbitration be brought by the plumbing contractor to enforce the terms of this contract, acceptor agrees to pay a sum to said plumbing contractor which the court may adjudge reasonable as attorney fees and costs.
8. PAYMENTS ON ACCOUNT: Any payment on account hereunder shall constitute an acceptance of the plumbing contractor's work for which such payment was made. Such acceptance shall be subject to approval of work by inspecting authorities.
9. GUARANTEES: The plumbing contractor guarantees that all work provided for herein shall be done in a good and workmanlike manner. No guarantee is made however of any materials or fixtures after the same have been accepted. The plumbing contractor shall not be responsible for the costs of reinstalling fixtures or materials guaranteed by manufacturers.
10. WATER PRESSURES: All plumbing fixtures and materials installed are guaranteed to operate on water pressure of not less than twenty pounds (20 lbs.) and not exceeding eighty pounds (80 lbs.) per square inch. Where the water pressure exceeds 80 pounds per square inch the acceptor must protect himself by having a water pressure regulator installed at acceptor's own expense. In the event the water pressure exceeds 80 pounds per square inch and a water pressure regulator, not otherwise provided for herein, is installed at acceptor's order, such installation shall be an extra as provided in paragraph 2 above.
11. LOSS DURING CONSTRUCTION - JOB INSURANCE: The plumbing contractor shall not be held liable for any loss, damage or delay occasioned by fire, settling of building, strike or other causes beyond his reasonable control, and the acceptor and not the plumbing contractor shall during the progress of the work maintain full insurance on said work against such losses or damage and the policy shall cover all work incorporated in the building and all material for the same in or about the premises, and shall be made payable to the parties hereto as their interests may appear.
12. SEWER, WATER, GAS: Unless otherwise specified herein, the sewer, water and gas piping lines shall be stubbed out in accordance with the laws and ordinances as provided in paragraph 3 above. If no law or ordinance prevails in the community of the structure herein concerned then, in that event, such piping shall be stubbed out at a point most convenient to the respective extension lines of such piping and within five feet of foundation line of the concerned structure.
13. CEMENT SLAB CONSTRUCTION: The acceptor on all cement slab construction work shall provide proper information for the guidance of the plumbing contractor in establishing the partition lines and floor levels. When partitions and floor levels are established by these parties they shall not be changed without due notice to the plumbing contractor. If ground work is started or any plumbing has been installed before such notice is given, any change from the original shall be charged for as an extra.
14. REQUIREMENTS OF PUBLIC BODIES: Unless specifically included, work does not include any changes or alterations from the drawings or specifications which may be required by any public body, utility or inspector. Contractor, at contractor's option, may alter specifications only so as to comply with requirements of Governmental Agencies having jurisdiction over same. Any alteration undertaken to further this end shall be treated as an extra.
15. PROTECTION OF OWNER'S PROPERTY: Owner agrees to remove or protect any personal property, inside and out, but not limited to carpets, rugs, drapes, furniture, shrubs, plantings and personal property and plumbing contractor shall not be held responsible for damage or loss of said items.
16. PERMISSIBLE DELAY: Plumbing contractor agrees to commence work and adhere to the schedule as indicated. However, the plumbing contractor will not be responsible for delays beyond his reasonable control or for any of the following: Failure of the issuance of all necessary building permits within a reasonable length of time; disbursement of funds into a joint control or escrow if that is contemplated in this agreement; acts of neglect or omission of Owner or Owner's employee or Owner's agent; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor union activities; extra work ordered by Owner; acts of public enemy, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; failure of Owner to make payments when due; or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; or for acts of independent contractor, or holidays, or other causes beyond plumbing contractor's reasonable control.
17. HAZARDOUS SUBSTANCES: Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos or other hazardous material. The owner warrants that no such material is present. In the event that such material is encountered, the contractor shall immediately stop work and a change order extra will be negotiated to cover the situation.
18. ARBITRATION OF DISPUTES: If at any time, any controversy shall arise between plumbing contractor and Owner with respect to any matters in question arising out of, or relating to, this Agreement or the breach thereof, in which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. However, in the event that a claim is within the jurisdiction of the Small Claims Court, then the party claiming that amount may proceed in the Small Claims Court rather than arbitration. Any Claim filed in the Small Claims Court, shall not be deemed a waiver of the right to arbitrate if counter-claim in excess of the jurisdiction of the Small Claims Court is filed in a Municipal or Superior Court, then the party filing in Small Claims Court may demand arbitration pursuant to this paragraph.

“NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the ‘Arbitration of Disputes’ provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up judicial rights to discovery and appeal, unless those rights are specifically included in the ‘Arbitration of Disputes’ provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Business and Professions Code or other applicable laws. Your agreement to this arbitration provision is voluntary.”

“We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the ‘Arbitration of Disputes’ provision to neutral arbitration.”

I (We) agree to arbitration DHA initial _____ initial _____

ACCEPTANCE

Accepted at (City) Colusa, State of California
This 17th day of March (year) 2016 Acceptor Tracy K. Munson
Address 745 10th St. City/State/Zip Colusa, CA 95932

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

RIGHT TO CANCEL

“You, the buyer, may cancel this transaction at anytime prior to midnight of the third business day after the date of this transaction. Or if this is a contract that is for work following an earthquake, flood, fire, hurricane, riot, storm, tidal wave, or other similar catastrophic occurrence, you the buyer may cancel this transaction at any time prior to midnight of the seventh business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.”

LIEN RELEASES

If this is a home improvement contract then upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement a full and Unconditional Lien Release from any claim or Mechanic's Lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

YOU AS OWNER OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND. The cost of procuring this bond will be paid by the owner/tenant and is not included in this contract price.

Jeff Savage
Plumbing Contractor
Jeff Savage
Authorized Signature
PO Box 807
Address
Colusa Ca 95932
City/State/Zip
(530) 908-4700
Phone
543736
Contractors License No.
C36
Classification

Salesman

Registration No.



COMMUNICATIONS AND CONSULTING

INFINITY COMMUNICATIONS & CONSULTING, INC. AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0481

This Agreement for Professional Services ("Agreement") is entered into as of this day, February 24, 2016, between Infinity Communications & Consulting, Inc. hereinafter referred to as "Infinity," and Colusa Unified School District hereinafter referred to as the "Client." The parties agree as follows:

1. SERVICES

Infinity agrees to perform Consulting and Professional Services ("Services") on behalf of the Client for the term of this Agreement. Infinity's responsibilities and determination of reimbursable costs for said Services are set forth in the following attachments, which are made a part of this Agreement:

- a) Attachment "A" titled "*Scope of Work*"
- b) Attachment "B" titled "*Compensation and Reimbursable Expenses Schedule*"

2. BASIS OF COMPENSATION

Infinity shall bill Client's services as the rate(s) set forth in Attachment B titled "*Compensation and Reimbursable Expenses Schedule*". The Client will render payment to Infinity upon receipt of invoice(s).

3. SCOPE OF WORK

The scope of Infinity's responsibilities for this agreement are defined in the *Attachment A titled Scope of Work*.

4. TERM AND TERMINATION OF SERVICE

Infinity services are provided on a term commitment basis as specified in Attachment B titled "*Compensation and Reimbursable Expenses Schedule*". The term commences on the contract executed date.

The Client and/or Infinity may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.

In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

In the event that the Agreement is terminated, Infinity shall deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days.

5. CLIENT'S RESPONSIBILITY

The Client agrees to comply with the responsibilities as specified in Attachment A to ensure the successful completion of services covered in this Agreement.

6. RECORDS

Infinity will maintain full and accurate records in connection with this Agreement and will make them available to the Client for inspection during normal business hours, Monday to Friday, 8am to 5pm.

7. STATUS OF INFINITY

The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Infinity shall be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus or similar benefits the Client provides for its employees.

8. COPYRIGHTS AND LICENSES

The Client and Infinity agree that in transmitting "Instruments of Services", or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for the use of this project.

Infinity and/or its Consultants shall be deemed the authors and owners of their respective "Instruments of Service", including, but not limited to Infinity's, Erate Template Forms, Bid Documents, Drawings and Specifications, and Infinity shall retain all common law, statutory and other reserved rights, including copy rights. The Submission or distribution of these "Instruments of Service" to meet the requirement of this Agreement shall not be construed as a publication in derogation of the reserved rights of Infinity and/or its consultants.

INFINITY

COMMUNICATIONS AND CONSULTING

Upon execution of this Agreement, Infinity grants the Client a nonexclusive limited license to use Infinity's "Instrument of Service" solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the projects associated to this Agreement, provided that the Client substantially performs its obligation, including prompt payment of all fees due to Infinity, under this Agreement. If Infinity rightfully terminates this Agreement for cause the license granted to the Client shall terminate.

In the event that the Client uses the "Instruments of Service" without obtaining Infinity's written consent, the Client releases Infinity from all liability, claims and causes of action arising from such use.

9. HOLD HARMLESS & LIMITATION OF LIABILITY

Infinity and Client agree to hold the other party, its officers, agents, and employees harmless, from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this Agreement. In the event Infinity is found in breach of this Agreement and/or negligent, the parties agree that the maximum amount of damages the Client may receive from Infinity shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement during the particular year of the breach and/or negligence.

10. COMPLIANCE WITH LAWS

Infinity shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

11. MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES

This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved/acknowledge by both parties under a writing Addendum. If any action is brought concerning this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

12. INSURANCE

General Liability Coverage

Infinity maintains general liability insurance in the amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general liability insurance form or other form with a general aggregate limit is used, limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage

Infinity maintains automobile liability insurance covering bodily and property damage for all activities arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.


Signature
February 24, 2016
Date

Cherese Grell
Name
Gen. Manager
Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

82-0573429

Federal Tax ID#

Colusa Unified School District


Signature
3/16/16
Date

Dwayne Newman
Name
Supt.
Title

745 10th St. Colusa CA 95932

Address/City/State/Zip

Copy for records.



ATTACHMENT "A" – SCOPE OF WORK

Agreement No: 0481-15C

SERVICES: CATEGORY TWO E-RATE APPLICATION MANAGEMENT SERVICES

INFINITY'S RESPONSIBILITIES:

Infinity shall perform the following tasks for our Category Two E-rate Application Management Services:

E-rate Application Management, including:

1. Consult with the Client to determine the filing strategy that best suits their needs.
2. Prepare and submit to the Client, for their certification, the following program forms; Form 470, Form 471, and Form 486.
3. Monitor and inform the Client of their Application and Funding Commitment status.
4. Coordinate with the Client and Service Provider to respond to Program Integrity Assurance (PIA) questions.
5. Assist the Client, if requested, in the preparation of program auditor's requested documentation.
6. Provide the Client with one (1) Electronic and one (1) Hardcopy copy of all pre-Form 471 "Bidding Documents", bid evaluations, and contracts, as required for Document Retention per the E-rate program.

Excluded from Infinity's Service Offering:

- System design, project engineering, drafting, and/or technical spec writing services.
- On-site services, including but not limited Job-Walks, Site Assessments, etc.
- E-rate Service Substitutions, Invoice and Deadline Extension requests.

Additional Services requested by the Client of Infinity to perform, other than those listed above and/or in the quantity listed above, will be billed to the Client at an Hourly rate plus actual and necessary expenses, per the attached *Attachment "B" Compensation and Reimbursable Expenses Schedule*.

CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our Category Two E-rate Application Management Services, shall include:

1. Appoint and identify a representative to act on their behalf whom has the authority to render decisions.
2. Respond to requests from Infinity, no later than three (3) business days upon receipt of written request from Infinity, as not to cause unreasonable delay in the progress of Infinity's services.
3. Furnish all legal, insurance and accounting services, that may be reasonably necessary, that meet the Client's own needs and interests.
4. Provide reasonable access to the site and Client's personnel to allow Infinity to perform the work detailed in this agreement.
5. Provide Infinity with all "Design Documents" required for the successful completion of the agreed service, including, but not limited to; a scope of work for the requested services, equipment and/or performance specifications, project drawings and/or system single-line diagrams.
 - a. The Client accepts the sole responsibility and liability for the quality and accuracy of the "Design Documents" provided to Infinity.
6. Grant Infinity permission and license to distribute the provided "Design Documents" to perform the work described in this agreement.
7. Provide Infinity with all E-rate "Supporting Documents" required for the successful completion of the agreed service, including, but not limited to; Approved Free & Reduced Lunch numbers, Approved Technology Plan, Budget Information, Copy of CIPA Compliance, Evaluation of Bid Responses, Board Meeting Minutes, Copy of Executed Agreements, etc.
8. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.
9. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.




CLIENT'S RESPONSIBILITIES CONTINUED


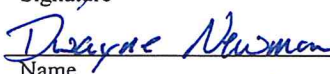
10. Comply with all of the Schools and Libraries Division's (SLD) E-rate program rules and requirements, including but not limited to:
- a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal bidding laws.
 - b. Wait a minimum of 28 days after the posting of the Form 470 or the release of the RFP, whichever comes later, before selecting a Service Provider or executing a Contract.
 - c. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, with the cost of E-rate eligible goods and services as the highest weighted factor.
 - d. Award a contract the successful Bidder prior to submitting a request for funding (Form 471).
 - e. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".
 - f. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.


Signature _____
February 24, 2016
Date _____
Cherese Grell
Name _____
Gen. Manager
Title _____
P.O. Box 999, Bakersfield, Ca. 93302
Address/City/State/Zip _____
82-0573429
Federal Tax ID# _____

Colusa Unified School District


Signature _____
3/16/16
Date _____

Name _____
Supt.
Title _____
745 10th St. Colusa CA 95932
Address/City/State/Zip _____
copy for records.



COMMUNICATIONS AND CONSULTING

ATTACHMENT "B" – COMPENSATION AND REIMBURSABLE EXPENSES SCHEDULE

Agreement No: 0481-15C

TERM OF CONTRACT:

This Agreement is for a term of 1 year, with an expiration date of February 24, 2017.

BASIS OF COMPENSATION: CATEGORY TWO E-RATE APPLICATION MANAGEMENT SERVICES

Infinity's fee will be a one-time flat rate fee of \$3,500.00. Infinity's Services Fee includes our Category Two E-rate Application Management Services for the Client's desired Category Two project.

Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$58.00/hour
Sr. Construction Manager	\$125.00/hour
Construction Manager	\$95.00/hour
Contracts Administrator	\$61.00/hour
Erate Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$72.00/hour
Erate Specialist, I	\$51.00/hour
Support Staff	\$48.00/hour



Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.54/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

Signature _____

-Cherese-Grell

Name

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/Sate/Zip

82-0573429

Federal Tax ID#

February 24, 2016

Date _____

Gen. Manager

Title

Colusa Unified School District

Signature _____

Dwaine Newman

Name

 $745 \cdot 10^3$

Address/City/Sate/Zip

Date _____

54pt.

Title

154 CA 95932



PROPOSAL:

E-RATE CONSULTING SERVICES (Category One)

SUBMITTED TO:

Dwayne Newman, Superintendent
745 Tenth St
Colusa, CA 95932

PRESENTED BY:

Laura Sasaki
Business Development Manager II, Northern California
Infinity Communications & Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, California 93312
Cell: (661) 889-2900
Fax: (661) 716-1841
lsasaki@infinitycomm.com

Infinity Communications will present to any district/COE group, including the Board of Education upon request.



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 - Category Two Eligible Services List Page 14-15

EXECUTIVE SUMMARY

It is my pleasure to present this proposal to Colusa USD. All of the services we discussed during our initial meeting are included here.

The staff and management of Infinity have been directly involved in E-rate since its inception in 1998. Between 1998 and 2003 many current Infinity staff worked for an E-rate Service Provider in California, providing voice, video, and data services to approximately 250+ school districts within the state. In 2003, our E-rate Consulting and Technology Design business, Infinity Communications and Consulting, Inc. was founded by Fred Brakeman (President/CEO). Our firm now offers the following professional services: Low Voltage Systems Design, E-rate/CTF Application Management, Audit Assistance, E-rate Funding Recovery, RFP/Bid Management, Project Administration, and Inspection Services.

Since it was founded in 2003, Infinity has grown to a staff of twenty-five (25) dedicated professionals, serving 250+ clients including Public and Private School Districts, Individual Schools, Statewide and County Consortia Libraries, and County Offices of Education. We currently serve clients in the Western US and American Samoa.

Infinity participates in many statewide organizations including CETPA, CASBO, CASH, SSDA, CCFC, and ASCA. We often present seminars at many of these annual or regional conferences. Infinity is a regular CETPA DataBus magazine contributor on E-rate, CTF, Purchasing, and Technology matters. Fred has also served on the California Department of Education's E-rate training taskforce since 2002.

In addition to E-rate filing (pre and post USAC commitment) and program compliance, Infinity spends a great deal of time to ensure the applicants we represent actually receive the funding that has been applied for. This is one of several things which sets Infinity apart from other consultants; we have very high utilization rates and are dedicated to comprehensively guiding our clients through the entire E-rate process, not just file E-rate forms.

Attached to this cover letter is some additional information we believe will be helpful in evaluating the services we offer. We hope you find it informative and enlightening.

Infinity's full service Category One E-rate offering may be more extensive than what Colusa USD is accustomed to receiving from other E-rate consulting companies. Each project, whether Category One or Two, merits individual pricing and in the event the District wishes to avail itself of additional Infinity services over and above the base service offering, we would be more than happy to provide a custom quote once we know which services are desired by Colusa USD.

Thank you for the privilege of your consideration and the opportunity to represent Colusa USD in the technology design and/or E-rate application processes.

Respectfully yours,



Laura Sasaki
Infinity Communication and Consulting
P.O. BOX 6069
Bakersfield, CA 93386
Phone: 661-889-2900
lsasaki@infinitycomm.com

COMPANY PROFILE

In this section of the response we would like to point out some of our experience and explain why Infinity has been so successful over the past ten years.

The staff and management of Infinity have been directly involved in E-rate since its inception in 1998. From 1998 – 2002 Infinity's management team worked for a Service Provider in Central California that provided voice, video, and data services to approximately 250+ school districts. In this capacity we also managed a statewide initiative funded by the CDE called Project GoldenNet that provided higher bandwidth connectivity and internal connections projects between the CDE and many COE's and also between COE's and many District Offices throughout California. In 2003, we left the contracting world and started Infinity that provides E-rate/CTF Consulting Services, Technology Design Services, and Low-Voltage Construction Management and Inspection services primarily to the K-12 educational community.

In 2002, The California Department of Education formed a volunteer group called the CDE E-rate/CTF Training Committee whose stated objective was to provide E-rate/CTF training to both public and private school and libraries in California. Since its inception, we have volunteered our services to participate in this group and continue to do so each year. Furthermore, Infinity staff has never missed a USAC training event held on the West Coast and Infinity management have been called back to Washington DC by USAC to consult on a variety of E-rate related issues.

Infinity staff also works quite closely with CDE staff when there is an issue or problem with an E-rate client where we have identified that CDE assistance will be helpful to mitigate an E-rate problem. Oftentimes, these issues revolve around statewide bidding matters or contracts that CDE can intercede on our behalf and provide valuable assistance. We will continue to rely on this resource when it is warranted.

Infinity is a founding member of the E-rate Management Professional's Association (E-mpa) whose charter is to act as a resource on E-rate compliance issues to the FCC and SLD and also to set standards of conduct for E-rate consulting firms. Fred Brakeman has served as the President of the Board of Directors of E-mpa and holds an E-mpa Certified E-rate Management Professional designation and several other Infinity staff members are currently preparing and studying for this rigorous exam.

Our Technology Design Department serves our K-12 constituents in a variety of ways. Many of our school clients contract with our firm to design and put out to bid low-voltage systems and district-wide high-speed data networks. We manage the entire process developing the design criteria, developing the RFP/s/Public Bids, managing the bidding process, evaluating bids, and if necessary coming back after the bids are awarded and providing low-voltage construction management and inspection services. We also work for some of the largest architects specializing in school construction in the state of California working on their design teams.

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EXPERIENCE/REFERENCES/LETTERS OF RECOMMENDATION

In 2011, Microsoft contacted the California Educational Technology Professional's Association (CETPA) to see if they were interested in being the lead agency to sponsor a statewide contract to supply Microsoft products to California schools at a greatly reduced cost than what they were currently paying for these services. CETPA, in turn, contacted Infinity and asked if we would coordinate the development of the RFP and procurement process needed to put this statewide piggyback contract out to bid to Microsoft authorized Large Area Network resellers. Infinity staff was involved in the original procurement planning, RFP development bid response evaluations, and contract negotiations. Ultimately, this process then was made available to California schools as a piggyback contract through the Wasco Union Elementary School District. California schools are now saving approximately 50% on their Microsoft services.

While many of our clients do their own procurement when new E-rate services are needed, others have Infinity develop the RFP, post the RFP on our website so we can track all participants, perform initial evaluations of bid responses and report our findings to District staff for their review and ultimate approval. Since more than 400+ Service Providers follow our website regularly, this increased level of participate tends to significantly drive the cost of these services down because of increased competition.

Infinity staff has been involved in 15+ BearingPoint audits and has been involved in and/or currently in the process of dozens of attestation examinations or BCAP audits. As of this date, none of these audits have required that any monies have had to be repaid to USAC. In each of these audits, we have worked with the Applicant to (1) determine a strategy on who within our respective organizations will be a part of the audit team, (2) manage the flow of information, and (3) communicate and respond to the auditor's questions. Having been involved in so many E-rate audits, we have gained an in depth knowledge of the E-rate process. In turn, we are better prepared to (1) advise our clients on how to better manage their E-rate processes, (2) understand E-rate rules, and (3) eliminate the possibility of having to give back monies after being audited. Additional information can be supplied if requested about this matter.

We are very proud to state that more than 90% of our original clients that signed on with us in 2003 continue to be Infinity clients today. Once a client starts with Infinity, they almost never leave. Our relationship with American Samoa has been especially rewarding and successful. Because of a series of unfortunate events, their funding had been held up for Years 2006, 2007, and 2008. Infinity interceded and was able to get all of these funds released so Service Providers could start billing USAC. We also have had to intercede and file a FCC Request for Waiver on a past project and are quite confident in our chances of winning our waiver.

Recently, Infinity has been hired by Long Beach Unified School District to manage their upcoming \$30 million Category 2 Internal Connections project. Infinity staff is working with district procurement and technical staff to put these projects out to bid and then will file E-rate forms, work with PIA to get these projects funded, and then work with the district's construction management firm to coordinate all Service Provider issues to get all services installed and then E-rate discounts received.

Just like many other federal or state programs, we find the only thing constant about E-rate is that it is constantly changing. Not that the rules change that much but how the regulators and administrators of the programs interpret the rules. We believe we are masters at "reading the tea leaves" and providing good guidance and valuable assistance to our clients. We believe we can provide the same level of assistance to Colusa USD and would welcome the opportunity to do so.

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REFERENCES



Long Beach Unified School District

Long Beach Unified School District) educates 88,000 students in ninety-three public schools in the cities of Long Beach, Lakewood, Signal Hill, and Avalon on Catalina Island. The District is the third largest in California.

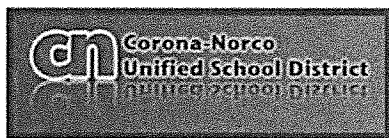
Description of Project(s):

The Long Beach Unified School District (LBUSD) Facilities Measure K Bond Program selected Infinity to consultant, collect, analyze, interpret, and make recommendations for and file all necessary data and documentation on behalf of the LBUSD Measure K Bond Program for E-Rate Funding Year 2013 in tandem with construction projects. The LBUSD Measure K Bond Program will participate in the Federal Universal Service Administration Company (USAC) program for the E-Rate process, offered by the Federal Communications Commission's (FCC), via the Schools and Libraries Division (SLD).

Projects under consideration include:

- Wireless deployment at elementary and middle schools
- Edge switch replacement at elementary and middles schools
- Telephone replacement with VoIP and/or VoIP-hybrid systems at elementary and middle schools
- New construction project at middle school

Contact: Valerie Jenkins
Title: Measure K Administrator
Contact Info: 1515 Hughes Way, Long Beach CA, 90810
(916) 812-9660



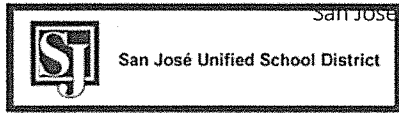
Corona-Norco Unified School District

The District serves more than 38 schools

Description of Project(s):

In 2009 Infinity was hired to provide E-rate Consulting Services, and continues to serve the District today. Infinity filed all their E-rate forms, works with PIA, and is currently working with their Service Providers to ensure that they get all of their discounts.

Contact: Troy Shaddox
Title: Information Technology Supervisor
Contact Info: 2820 Clark Avenue Norco, Ca 92860
(951) 736-5190



San José Unified School District

The San Jose Unified School District provided services to 54 school sites and requests approximately \$2,000,000 in E-rate discounts each year.

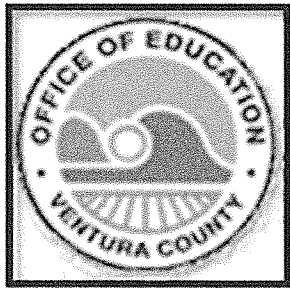
Description of Project(s):

Infinity has represented San Jose Unified School District since 2005. Infinity works with district staff each year to determine scope of work, files all their E-rate forms, writes RFP's for Category 1 services, works with PIA, and works with Service Providers to make sure all E-rate discounts are received.

Infinity has participated in a BearingPoint audit in 2006 and a Beneficial Audit in 2008. Both audits went smoothly with no negative findings.

Contact: Mitzi Macon
Title: Director of Technology
Phone: (951) 736-5190

Ventura County Office of Education



Ventura County's Office of education provides services to 21 public school districts with a K-12 student population that currently exceeds 140,000.

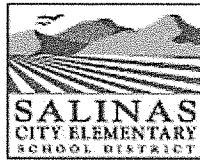
Description of Project(s):

Infinity has represented Ventura County Office of Education since 2007. Along with filing for all of VCOE's Category 1 services, we have also advised them on best practices on how to better communicate with their member school districts new bandwidth requirements and services they offer to get onto CENIC.

Contact: Steve Carr
Title: Executive Director of Technology Services
5189 Verdugo Way Camarillo, Ca 93012
(805) 383-1966

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LETTERS OF RECOMMENDATION



April 25, 2012

ADMINISTRATION

DONNA ALONZO VAUGHAN, Ph.D.
Superintendent

GERALD STRATTON
Assistant Superintendent
Business Services

IVONNA LUZA, Ph.D.
Assistant Superintendent
Educational Services

MARY FRITCHARD
Director, Bilingual-Migrant-Early
Childhood Education Services

FAT WELLSHAM
Director, Personnel Services

TERRY RYAN
Director, Maintenance, Operations,
Transportation & Food Services

TOM CRANSON
Director, Pupil Personnel Services
& Special Education

BOARD OF EDUCATION

MICHAEL HARRIS

NATHAN LARSON

ROBERT FOSTER MOFFMAN

DANIEL LEE

GERARDO CARLOS

840 South Main Street
Salinas CA 93901
Phone (831) 753-5600
Fax (831) 753-5610

This letter is intended acknowledge the high level of satisfaction the Salinas City Elementary School District (District) has experienced with Infinity Communications & Consulting, Inc. (Infinity) since our administration's original recommendation for retaining their services and subsequently receiving Board of Trustee approval in January of 2006.

Over the ensuing 6 years, the District has had the benefit of receiving services that consistently not only met our needs, but also exceeded our expectations. Infinity has proven to the District, through their technical and regulatory expertise and administrative organization that our needs are met and our success in securing the highest level of e-rate funding is assured. While the tangible elements of receiving the federal and state funds is our short term annual goal, the District's relationship with Infinity has grown over the years to include big picture long term network-based infrastructure planning that has been developed due to Infinity's core value commitment to customer satisfaction.

To ensure that potential future client districts understand the level of program service we have consistently received, I will take this opportunity to list examples. Infinity:

- Gathers all District data necessary to comply with USAC/SLD application requirements and meets filing deadlines for all eligible P1 and P2 services;
- Designs projects and manages construction that leverages District bond funds and E-rate funding for low voltage cabling and LAN systems;
- Works with District staff to optimize procurement methods for each P1 and P2 project;
- Manages the bidding process for multiple P1 and P2 projects each year;
- Leads the District proactively at various Selective Reviews, Attestation Audits, and other USAC reviews
- Oversees District P-1 programs to ensure our E-rate Service Providers are actually providing all E-rate discounts to the district
- Manages District P2 E-rate Service Providers to ensure Service Substitutions and Service Certifications are completed to meet our District's constantly changing project needs and USAC/SLD program requirements.

In closing, I am representing that Infinity Communication & Consulting, Inc. has provided our District with value-added services that have exceeded our expectations. Please contact me (831-753-5694) if you have any questions regarding this correspondence.

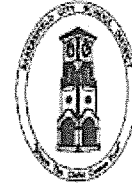
Sincerely,

Terry Ryan

BAKERSFIELD CITY SCHOOL DISTRICT

John Deaton
Director
Information Technology
deatonj@bcsd.com

EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4399
(661) 631-4848
FAX: (661) 631-4832



April 26, 2012

To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Infinity Communications, Inc. Infinity has been working with our district for several years providing extensive support and expertise in our efforts to secure E-rate funding for priority 1 and 2 projects. They have been very instrumental in making sure that we apply for all services that are E-rate eligible and follow through the process by ensuring our E-rate Service Providers actually supply promised products/services with expected E-rate discounts.

Infinity has recently helped us with several large scale projects involving our 41 school district. They helped us successfully design, bid, award and file E-rate form 471's for a district wide POE network upgrade, a new VOIP phone system for the district and structured cabling and classroom A/V for two new schools that we will be building in the near future. They will also be providing low voltage construction management for the construction of our two new schools. As you can imagine, the bidding process was challenging due to the size and scale of our projects. Infinity's team handled the challenge extremely well in managing the bidding process, evaluating proposals and ensuring that awarded contracts were E-rate compliant. Speaking of Infinity's team, they have extensive expertise in low voltage design and construction management, utilizing procurement vehicles and negotiating favorable contractual agreements and they handle all aspects of the E-rate process very well (from filing Form 470/471's through PIA and project implementation).

We have been very impressed and satisfied with Infinity's efforts to support our district. We highly recommend them to any district seeking E-rate consulting and/or design/construction management services. If you would like to further discuss their qualifications and our experience in working with them, please do not hesitate to contact me.

Sincerely,

John Deaton
Director of Information Technology

INFINITY TEAM

The Infinity staff works as a team. Each client is assigned a Business Development Manager and E-rate Specialist. Laura Sasaki, (Business Development Manager) will be the lead on this project. E-rate Specialists will file E-rate forms, manage the PIA process, handle communications with USAC, and take care of CTF and E-rate billing matters. Fred Brakeman, President/CEO of Infinity would handle USAC and FCC appeals and audit assistance, should this assistance be required or needed.

FRED BRAKEMAN

INFINITY ROLE

PRINCIPAL/E-RATE CONSULTANT, Main Branch, Bakersfield CA

Provide clients with technology planning and E-rate consulting services. Assist Infinity's E-rate Specialists and Account Managers in matters of E-rate compliance. Prepare and manage USAC and FCC appeal process. Provide clients with E-rate audit assistance.

Assist Infinity clients with E-rate Consulting and Technology planning by drawing on his personal experiences as a CDE E-rate Trainer and former Systems Integrator.

PROFESSIONAL EXPERIENCE

Vice President – Sales and Engineering, Serban Sound and Communications

1987 - 2002

- Management of Day to Day operations for Sales and Engineering department for Low Voltage System Integrator.
- Responsible to evaluate and implement emerging new technologies for the K12 vertical market
- Development of E-rate contracting, service provider billing and systems installation policies beginning with E-rate's inception in 1998.
- Management of 10 million dollar statewide "Golden Net" initiative through the California Department of Education. Including Needs Assessment, Technology Design/Engineering, Construction Management and Inspection Services.

E-rate/CTF Training Committee, Founding Member, California Department of Education

Registered Communication Distribution Designer (RCDD), BICSI Credential

E-rate Management Professional's Association – Founding Member

Member, Construction Specifications Institute – CSI

Certified E-rate Management Professional – E-mpa

LAURA SASAKI

INFINITY ROLE

BUSINESS DEVELOPMENT MANAGER II, Northern California

Provides customer management to achieve our client's successful E-rate filing and funding on an annual basis. Provides support for design services for technology upgrades or enhancements as well as implement. Advises clients on decisions with regard the E-rate process, program features and technology concerns. Provide information on emerging changes in the E-rate program.

Assists Infinity clients with questions and concerns relating to technology in the classroom and district wide.

PROFESSIONAL EXPERIENCE

In her 10 years in K-12 education, Laura was both a CTO and IT project manager, handling E-rate in-house, as well as network management, design, and a large-scale fiber WAN build out at San Francisco Unified School District. She has spent the past 5 years in the E-rate consulting field. She is a CETPA-Certified Chief Technology Officer, and in addition to her experience managing the E-rate Program for districts while working there, is highly versed in the technology needs of schools as the demand for online-based resources increases. She works with LEAs, County Offices, CTAP and state EdTech coordinators to ensure the highest level of quality and compliance with state and federal requirements.

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LISTED BELOW ARE THE SERVICES INFINITY CAN PROVIDE TO

COLUSA USD:

E-RATE APPLICATION MANAGEMENT

1. Assist the Client to determine the USAC Invoicing method that is most appropriate to their needs.
2. Review and comment on contractor provided Service Certification(s).
3. Prepare and submit the Service Substitution process for changes to the approved Item 21 equipment list(s).
4. Prepare and submit the Service Delivery Extension and/or Invoice Deadline Extension request(s).
5. Prepare and submit the Form 500 for certification and approval.
6. Prepare and submit One (1) Applicant Reimbursement Form 472 for certification and approval, per project.
7. Provide the Client with one (1) Electronic and one (1) Hardcopy copies of all post-Form 471 project documents, final equipment lists, and certifications of payment, as required for Document Retention per the E-rate program.

BASIS OF COMPENSATION

Category Two Application Management

Infinity's Category Two Application Management is offered at a flat rate fee of \$3,500.00



ATTACHMENT "B" – COMPENSATION AND REIMBURSABLE EXPENSES SCHEDULE

Standard Hourly Rates Schedule

For additional works that is required that is outside of the scope of the original project, the hourly rates listed below will be charged. Standard Hourly Rates are subject to review and adjustment. Hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$ 58.00/hour
Sr. Construction Manager	\$125.00/hour
Construction Manager	\$ 95.00/hour
Contracts Administrator	\$ 61.00/hour
E-rate Consultant	\$140.00/hour
E-rate Specialist, III	\$ 92.00/hour
E-rate Specialist, II	\$ 72.00/hour
E-rate Specialist, I	\$ 51.00/hour
Support Staff	\$ 48.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. Rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.565/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

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Category Two Eligible Services

- **Category Two ([2015 Eligible Services List](#))**

The second category of equipment and services eligible for E-rate support is Category Two. Category Two support is limited to the internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries. Connections are limited to broadband connections used for educational purposes within, between or among instructional buildings that comprise a school campus or library branch, and basic maintenance of these connections, as well as services that manage and operate E-rate owned or leased broadband internal connections (e.g., managed internal broadband services or managed Wi-Fi). Support for components and services in this category are subject to the funding, budgetary, and other requirements and limitations set forth in the E-rate Modernization Order (FCC 14- 99) and the Commission's rules. The eligible components and services in this category are:

Eligible Broadband Internal Connections Components

- Access points used in a local area network (LAN) or wireless local area network (WLAN) environment
- Cabling, connectors, and related components used for internal broadband connections
- Caching
- Firewalls used to ensure the continued operation of eligible equipment by protecting equipment from security hazards
- Network switches
- Routers
- Racks that support eligible internal connections components
- Uninterruptible Power Supply (UPS)/Battery Backup necessary for basic power protection for eligible equipment
- Wireless LAN Controllers
- Software necessary to support this list of eligible broadband internal connections components, including Client Access Licenses for LAN/WLAN networks
- Improvements and upgrades to components on this list of eligible broadband internal connections
- Notes: (1) Functionalities listed above that can be virtualized, and equipment that combines eligible functionalities, like routing and switching, are also eligible. (2) A manufacturer's multi-year warranty for a period up to three years and provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

Eligibility limitations for broadband internal connections - When eligible components have modules or features that are not eligible, (e.g., content filtering), the cost of the ineligible feature must be subtracted from the amount eligible for E-rate support. Similarly, if eligible components are used for both eligible and ineligible purposes, the cost of the ineligible portion of use must be cost allocated.

- **Eligible Managed Internal Broadband Services (e.g., managed Wi-Fi)**
 - Services provided by a third party for the operation, management, and/or monitoring of eligible broadband internal connections components. For example, managed internal broadband services may include services necessary to manage and repair the LAN/WLAN network, such as diagnostic services, 24-hour network monitoring, or helpdesk support.
 - In some managed services models, the third party manager owns and installs the equipment and school and library applicants lease the equipment as part of the

managed services contract. In other cases, the school or library may own the equipment, but have a third party manage it for them.

Eligibility limitations for managed internal broadband services - The equipment eligible for support as part of a managed internal broadband service may include only equipment listed as a broadband internal connections component above. Upfront charges that are part of a managed service contract are eligible for E-rate support except to the extent that the upfront charges are for any ineligible internal connections components (e.g., content filtering) which, if included in the contract, must be cost allocated out of any funding request.

- Basic Maintenance of Eligible Broadband Internal Connections Components - E-rate support is available for basic maintenance and technical support appropriate to maintain reliable operation when provided as a component of eligible broadband internal connections. The following basic maintenance services are eligible:
 - Repair and upkeep of eligible hardware
 - Wire and cable maintenance
 - Configuration changes
 - Basic technical support including online and telephone based technical support
 - Software upgrades and patches including bug fixes and security patches

Miscellaneous

As described below, various miscellaneous services associated with the eligible services and components above are eligible for support. Applicants should request miscellaneous services in the same category as the associated service being obtained or installed.

- Fees - Fees and charges that are a necessary component of an eligible product or service are eligible including:
 - Change fees
 - Contingency fees are eligible if they are reasonable and a regular business practice of the service provider. Contingency fees will be reimbursed only if the work is performed.
 - Freight assurance fees
 - Lease fees to rent or lease eligible components
 - Per diem and, or travel time costs are eligible only if a contract with a vendor for the eligible product or services specifically provides for these costs
 - Shipping charges
 - Taxes, surcharges, and other similar, reasonable charges incurred in obtaining an eligible product or service are eligible. This includes customer charges for universal service fees, but does not include additional charges for universal service administration

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NEGOTIATED AGREEMENT BY AND BETWEEN CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION COLUSA RIVERBENDERS CHAPTER NO. 574 AND THE COLUSA UNIFIED SCHOOL DISTRICT

The Colusa Unified School District (CUSD) and California School Employee's Association Colusa Riverbenders Chapter No. 574 (CSEA) have tentatively agreed to settle collective bargaining issues for the 2015 – 2016 school year per the following:

Item 1.

Article VII- Hours and Overtime

7.4a: All bargaining unit employees working six (6) hours or more shall be granted two (2) rest periods which, insofar as practical, shall be a maximum of fifteen (15) minutes each day. Employees working less than six (6) hours per day shall be granted one (1) rest period of fifteen (15) minutes each day. Employees must work 3.5 hours before they are eligible for one fifteen (15) minute break.

Item 2.

Article VIII – Pay and Allowances

Salary schedules will be improved by 4% retroactive to 1 January 2016. Also a one-time Off-schedule payment for calculation up to December 31, 2015.

(See **Appendix C** – Classified Staff Salary Schedule.)

Item 3.

Job descriptions:

- a) Updated Administrative Assistant job description (see **Appendix A**)
- b) New Technology Support Specialist job description (see **Appendix B**)

This tentative agreement is approved by the parties bargaining representatives and is subject to ratification by the bargaining unit members and the CUSD Board of Trustees.

COLUSA UNIFIED SCHOOL DISTRICT


Dated: 4 / 7 / 2016

By: 

Dwayne Newman, Superintendent

**CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
COLUSA RIVERBENDERS CHAPTER NO. 574**

Dated: 4 / 7 / 2016

By: 
Gay Seaver
Association Co-President

By: _____
Rosemary Hicks
Association Co-President

Unit Membership Approval Date: _____ / _____ / 2016

Board of Trustee Approval Date: _____ / _____ / 2016

Appendix A

Colusa Unified School District

Job Description

TITLE: Administrative Assistant

CLASS: VII

Basic Function:

Under the direction of the Site Administrator performs highly skilled and varied tasks; responsible for the daily operation and administrative work of a school site. Depending on the site assignment within Colusa Unified School District, duties may vary at each site, which may include, but not be limited to, the following duties.

Representative Duties:

- Highly skilled administrative assistant; uses critical thinking skills in managing a school site
- Supports immediate administrator using proper office etiquette and protocols
- Directs the work of other office staff
- Correct and accurate use of English grammar, spelling and punctuation
- Provides high levels of customer service
- It Acts as the site coordinator for all safety related activities
- Uses all manner of software, including, but not limited to, word processing, spreadsheets, databases, and desktop publishing
- Provides basic first aid
- Manages and administers student medications, including, but not limited to, inhalers, breathing treatments, Epi-pens, AEDs and prescription medication
- Prepares registration, language assessments, and assists with new student orientation; prepares transfer forms
- Oversees attendance records and independent study records
- Receives grades, prints and mails report cards and progress reports; maintain Transcripts
- Hires substitute employees; maintains and updates the substitute database (AESOP)
- Maintains daily time records for all personnel for payroll
- Provides district reports
- Print and distributes site budget (QSS)
- Completes MAA reports
- It Responsible for worker's compensation referrals (School Nurse)
- Professionally greets and directs phone calls and visitors
- Maintains confidential student records
- Responsible for site's Visa credit card; order, inventory and deliver supplies; track expenditures
- Receives, records and deposits money from fund raisers, field trips, student stores, banking institutions, etc. (TRACKS)

EDUCATION, EXPERIENCE AND CERTIFICATES:

High school diploma or equivalent; two years of general clerical experience preferred

Possess a valid California Driver's license

Upon hire at Districts expense:

First aide certification (within three months of hire and maintained thereafter)

WORKING CONDITIONS:

Attire:

Business casual attire is required

Environment:

The nature of the position requires the employee to frequently work in a fast paced, multi-tasking environment. The employee may be expected to perform repetitive tasks for long periods.

Class: VII

CSEA ratification date:

CUSD ratification date:

Appendix B

COLUSA UNIFIED SCHOOL DISTRICT
Job Description

TITLE: TECHNOLOGY SUPPORT SPECIALIST

CLASS: IX

Basic Function:

Under the direction of the Director of Technology, provides on-site first level technical support including user assistance and troubleshooting school level technical problems, maintains technology records, and performs other duties as assigned.

Representative Duties:

Typical duties may include, but are not limited to:

- Provides first level tech support on end-user technology systems;
- Provides user assistance in the use of computers, peripherals, multimedia systems, communication systems and other end user systems;
- Perform basic troubleshooting and repair of computers, peripherals, multimedia systems, communication systems and other end user systems
- Install, connect, disconnect, and move desktop computer systems and peripherals;
- Clean and inspect computer systems and peripherals;
- Install, connect, disconnect, and move printing devices;
- Clean and inspect printing devices;
- Perform basic troubleshooting and repair of printing components;
- Test basic network connectivity;
- Connect and configure projectors, displays, and various sources;
- Perform basic troubleshooting, testing and repair of multimedia systems;
- Troubleshoot voice communication devices;
- Work with vendors, as needed, for support and repair of assigned systems and components;
- Maintain updated inventory records as related to the installation, configuration, and inventory of equipment and software;
- Perform other duties and functions as assigned.

Ability to:

- Work collaboratively and effectively with all segments of the District's staff and management
- Work efficiently with minimal supervision.
- Provide high levels of customer service
- Install and configure software
- Install and configure network and local printers

- Quickly understand new systems and schemas
- Communicate effectively both orally and in writing
- Train and coach users
- Understand, analyze, and document business and educational processes
- Quickly learn and properly use new computer software and software tools
- Read and understand software manuals
- Understand both written and oral instructions
- Use computer systems for personal productivity
- Attend, and successfully complete, advanced training in technology topics
- Effectively contribute to process improvement

Knowledge of:

- Basic computer architecture;
- Basic wired and wireless networking;
- Basic knowledge of technology use in education;
- Common office computer software, such as databases, spreadsheets, word processors, desktop publishers;
- Microsoft Windows and Google Chrome OS;
- Use of Wireless network systems;
- Operation and use of multimedia training aids.

EMPLOYMENT STANDARDS:

Education, Experience & Employment Requirements:

- Minimum of a high school degree. An AA degree in a computer/technology related field is a highly desirable plus
- Possession of one of more of the following certifications is highly desirable:
 - A+
 - Network+
 - CCNA
- Possession of a valid California license to operate a motor vehicle (must be maintained as a condition of employment)
- Current TB Test Clearance
- Pass a Background check

Physical Characteristics:

Essential duties require, but are not limited to, the following physical abilities (consideration will be given to reasonable accommodation, with or without the use of aids):

- Ability to drive light vehicles (as evidenced by maintaining a valid California Driver's License)
- Sufficient mobility to stoop, reach, move about and work under desks
- Sufficient vision to read printed material and video display screens
- Sufficient hearing to hear normal and telephone conversations
- Sufficient capability to speak in an understandable voice with sufficient volume to be heard in normal conversations
- Sufficient manual dexterity to use telephone and office equipment
- Sufficient strength to perform lifting requirement of specific assignment including lifting computers and printers.
- Available to respond to problems on a 24 hour basis to ensure successful operation of critical systems.

Working Attire:

Business casual attire is required. No open toed shoes.

Class: IX

CSEA ratification date:

CUSD ratification date:

COLUSA UNIFIED SCHOOL DISTRICT

745 10th Street

Colusa, CA 95932

(530) 458-7791

4% Effective 1/1/16, Presented for Adoption 3/8/16

15-16 CLASSIFIED SALARY SCHEDULE

	STEPS					LONGEVITY STEPS				
YEAR	1	2	3	4	5	11	14	17	20	23
CLASS	A	B	C	D	E	F	G	H	I	J
YD	10.00	10.16	10.67	11.20	11.76	12.35	12.97	13.62	14.30	15.01
I	11.98	12.58	13.21	13.87	14.56	15.29	16.06	16.86	17.70	18.59
II	12.58	13.21	13.87	14.56	15.29	16.06	16.86	17.70	18.59	19.52
III	13.21	13.87	14.56	15.29	16.06	16.86	17.70	18.59	19.52	20.49
IV	13.87	14.56	15.29	16.06	16.86	17.70	18.59	19.52	20.49	21.52
V	14.56	15.29	16.06	16.86	17.70	18.59	19.52	20.49	21.52	22.59
VI	15.29	16.06	16.86	17.70	18.59	19.52	20.49	21.52	22.59	23.72
VII	16.06	16.86	17.70	18.59	19.52	20.49	21.52	22.59	23.72	24.91
VIII	16.86	17.70	18.59	19.52	20.49	21.52	22.59	23.72	24.91	26.15
IX	17.70	18.59	19.52	20.49	21.52	22.59	23.72	24.91	26.15	27.46

Longevity Steps:

Advancement following the completion of years of service, effective July 1st.

Step F Upon Completion of 10 years , commencing with year 11

Step G Upon Completion of 13 years, commencing with year 14

Step H Upon completion of 16 years , commencing with year 17

Step I Upon Completion of 19 years, commencing with year 20

Step J Upon Completion of 22 years, commencing with year 23

Annual Salary for 12 month employees 261.25 days

Health Insurance Monthly Cap \$ 850.96

Class YD Yard Duty

Class I Cafeteria Assistant I, ParaEducator

Class II Cafeteria Assistant II

Class III Bilingual ParaEducator, Library Clerk

Class IV Attendance Clerk/Office Assistant

Class V Custodian, Bilingual Liaison, Career Center Technician, Cafeteria Cook

Class VI Bus Driver

Class VII Utility Worker/Bus Driver, Administrative Assistant, Head Custodian

Class VIII Maintenance Technician/Bus Driver, Transportation Coordinator/Utility Worker/Bus Driver

Class IX Account Data Clerk, Technology Support Specialist

Sample of Increase Calculation

2015-2016 Board Approved Salary Increase

Employee: _____

4/29/2016

Description: On 4/12/2016 CUSD Board approved a 4% increase to the Classified Salary Schedule. Also approved was a one-time off schedule special comp payout of the days worked up to 12/31/2015, calculation shown on the left. The new monthly rate and retro between January 1 -March 31, 2016 shown below.

Contract Days: 261.25

Salary Placement: VII-H

July 1, 2015 - December 31, 2015

Work Days	123
Holidays	9
Total Days Completed	132
Times Hourly Rate	\$ 21.73
Times Hours per Day	8
Total Earned	\$ 22,946.88
Minus Actual Paid	\$ (22,707.84)
Spec Comp Calculation	\$ 239.04

Old Hourly	\$	21.73
New Hourly	\$	22.59
OT Rate	\$	33.89

One Time Off Schedule Payment

January 1, 2016 - June 30, 2016

Work Days	124.25
Holidays	5
Total Days To Pay	129.25
Times NEW Hourly Rate	\$ 22.59
Times Hours per Day	8
Total To Pay	\$ 23,358.06
# months to pay	6
New Monthly	\$ 3,893.01
Minus Old monthly	\$ (3,784.64)
Total Monthly Retro Pay	\$ 108.37
Times # Months	3
Total Retro	\$ 325.11

Over Time Hours

New Rate	Hours	Total
\$ 33.89	31	\$ 1,050.59
Less already paid		\$ (1,010.60)
OT Retro		\$ 39.99

Holiday Over Time Hours

New Rate	Hours	Total
Less already paid		
Holiday OT Retro		

Retroactive Pay back to January 1, 2016

Retro Total \$ 604.14

TOTAL APRIL \$ 4,497.15

Office Use:

New Monthly	\$	3,893.01
One -time Off Schedule Spec Comp	\$	239.04
Jan-March Retro	\$	325.11
OT Retro	\$	39.99
HOT Retro	\$	-

Colusa Unified School District
Resolution # 2015-16.06
THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Colusa Unified School District.

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Colusa Unified School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: April 12, 2016.

Board Member

Board Member

Board Member

Board Member

Board Member

Estimated Expenditures through: June 30, 2016
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	2,084,770.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		2,084,770.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	2,084,770.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		2,084,770.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

COLUSA UNIFIED SCHOOL DISTRICT
2015-16 GENERAL FUND 01 BUDGET REVISION
April 12, 2016

K.1.h.

2015-16 BEGINNING BALANCE	1,201,172
ESTIMATED INCOME	<u>15,010,280</u>
TOTAL INCOME/BEGINNING BALANCE	15,010,280

Resource Code and Program

7220 Increase ESA	3,510
3550 Increase Perkins	652

REVISED TOTAL INCOME	15,014,442
REVISED TOTAL INCOME + BEGINNING BALANCE	16,215,614

EXPENDITURES

Current Expenditure Budget	15,132,086	
Reserve for Revolving Cash	30,350	
Reserve for Van/Bus Replacement	35,000	
Reserve for Technology	15,000	
Reserve for Curriculum/Textbooks	75,000	
Undistributed Reserve	<u>903,442</u>	<u>1,058,792</u>
		16,190,878

3,510

6230 Add Prop 39 Funds

3550 Increase Perkins	652
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Revised Expenditure Budget	15,136,248	
Reserve for Revolving Cash	30,350	
Reserve for Van/Bus Replacement	35,000	
Reserve for Technology	15,000	
Reserve for Curriculum/Textbooks	75,000	
Undistributed Reserve	<u>924,016</u>	<u>1,079,366</u>
		16,215,614

PASSED AND ADOPTED this 12th Day of April at a meeting of the Board of Trustees of Colusa Unified School District.

AYES:

NOES:

ABSENT:

Dwayne Newman, Superintendent

Colusa Unified School District - April 12, 2016

	8.88% STRS 11.7% PERS	10.73% STRS 11.847% PERS	12.58% STRS 13.05% PERS	14.43% STRS 16.6% PERS	16.28% STRS 18.2% PERS
	14/15 ACTUALS	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
INCOME					
8011-8089 TOTAL LCFF	10,874,660	12,373,992	13,080,646	13,567,628	13,626,594
8019 PRIOR YEAR ADJUSTMENTS					
TOTAL REVENUE LIMIT SOURCES	10,874,660	12,373,992	13,080,646	13,567,628	13,626,594
TOTAL FEDERAL REVENUE	514,766	469,143	389,521	389,521	389,521
STATE REVENUES					
8550 MANDATED COSTS	144,281	774,759	350,000	50,000	50,000
8560 LOTTERY	237,949	245,000	245,000	245,000	245,000
8590 OTHER STATE	<u>633,618</u>	<u>867,014</u>	<u>640,516</u>	<u>640,516</u>	<u>640,516</u>
TOTAL STATE REVENUE	1,015,848	1,886,773	1,235,516	935,516	935,516
OTHER LOCAL REVENUES					
8650 LEASES AND RENTALS	12,163	9,000	9,000	9,000	9,000
8660 INTEREST	11,076	5,000	5,000	5,000	5,000
8677 INTERAGENCY REVENUES	265,341	232,034	131,259	69,076	25,076
8699 OTHER LOCAL INCOME	<u>99,250</u>	<u>38,500</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>
TOTAL LOCAL REVENUES	387,830	284,534	185,259	123,076	79,076
TOTAL REVENUES	12,793,104	15,014,442	14,890,942	15,015,741	15,030,707
EXPENDITURES					
1100 TEACHER'S SALARIES	5,110,019	5,396,705	5,340,791	5,375,256	5,410,589
1200 PUPIL SUPPORT SALARIES	265,311	275,720	243,453	250,000	250,000
1300 SUPERVISOR/ADMIN. SALARIES	564,328	676,529	688,605	695,000	700,000
1900 OTHER CERTIFICATED SALARIES	<u>0</u>	<u>0</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>
TOTAL CERTIFICATED	5,939,658	6,348,954	6,422,849	6,470,256	6,510,589
2100 INSTRUCTIONAL AIDES	347,664	424,106	454,134	460,258	465,800
2200 CLASSIFIED SUPPORT	587,506	728,599	742,410	752,000	762,000
2300 CLASSIFIED ADMINISTRATORS	308,881	311,343	324,097	328,256	332,555
2400 CLERICAL AND OFFICE	481,365	505,845	526,844	532,084	537,056
2900 OTHER CLASSIFIED SALARIES	<u>122,265</u>	<u>130,386</u>	<u>133,914</u>	<u>135,000</u>	<u>138,000</u>
TOTAL CLASSIFIED	1,847,681	2,100,279	2,181,399	2,207,598	2,235,411
3100 STRS	810,308	979,212	1,136,740	1,233,658	1,359,924
3200 PERS	180,233	241,629	243,793	356,461	396,845
3300 SOCIAL SECURITY	208,551	243,214	255,409	268,425	272,500
3400 HEALTH	1,144,368	1,226,699	1,226,699	1,226,699	1,226,699
3500 UNEMPLOYMENT INSURANCE	4,989	4,056	4,351	5,000	5,500
3600 WORKER'S COMPENSATION	171,471	199,320	192,038	200,000	200,000
3900 OTHER BENEFITS	<u>100,089</u>	<u>100,872</u>	<u>149,853</u>	<u>95,000</u>	<u>93,000</u>
TOTAL BENEFITS	2,620,009	2,995,002	3,208,883	3,385,243	3,554,468
	10,407,348	11,444,235	11,813,131	12,063,097	12,300,468
4100 TEXTBOOKS	27,942	206,000	40,000	40,000	40,000
4300 INSTRUCTIONAL SUPPLIES	<u>742,494</u>	<u>1,229,888</u>	<u>778,407</u>	<u>778,407</u>	<u>778,407</u>
TOTAL BOOKS AND SUPPLIES	770,436	1,435,888	818,407	818,407	818,407
5200 TRAVEL AND CONFERENCE	28,060	130,109	29,402	29,402	29,402
5300 DUES AND MEMBERSHIPS	3,775	12,061	12,061	12,061	12,061
5400 INSURANCE	119,332	122,224	122,224	124,000	124,000
5500 UTILITIES	419,663	440,000	440,000	430,000	430,000
5600 CONTRACTS, RENTS, LEASES	261,391	195,436	235,436	235,436	235,436
5750 DIRECT COSTS FOR CAFETERIA FD	-48,450	-45,000	-45,000	-45,000	-45,000
5800 OTHER SERV. & OPERATING EXP.	276,995	298,482	239,482	250,000	250,000
5900 COMMUNICATIONS	<u>41,575</u>	<u>50,837</u>	<u>50,837</u>	<u>75,000</u>	<u>75,000</u>
TOTAL CONTRACTS/OTHER EXPENSE	1,102,341	1,204,149	1,084,442	1,110,899	1,110,899
6500 EQUIPMENT REPLACEMENT	<u>56,177</u>	<u>250,000</u>	<u>200,000</u>		
TOTAL CAPITAL OUTLAY	56,177	250,000	200,000	0	0
7142 COMMUNITY SCHOOL/SELPA	502,689	731,931	820,591	850,000	880,000
7350/7613 Interfund (to/from Cafeteria)	45,890	15,000	15,000	15,000	15,000
7649 OTHER LOAN PAYMENTS	<u>55,045</u>	<u>55,045</u>	<u>55,045</u>	<u>55,045</u>	<u>27,522</u>
TOTAL 7000 OTHER OUTGO	603,624	801,976	890,636	920,045	922,522
TOTAL EXPENDITURES & TRANSFERS OUT	12,939,926	15,136,248	14,806,616	14,912,448	15,152,296

Multi-Year Projection Summary - April 12, 2016

	14/15 ACTUALS	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
TOTAL REVENUES	12,793,104	15,014,442	14,890,942	15,015,741	15,030,707
TOTAL EXPENSES & TRANSFERS OUT	12,939,926	15,136,248	14,806,616	14,912,448	15,152,296
TOTAL REVENUES LESS EXPENDITURES	-146,822	-121,806	84,326	103,293	-121,589
GENERAL FUND BEGINNING BALANCE	1,347,994	1,201,172	1,079,366	1,163,692	1,266,984
LESS AMOUNT ABOVE REVENUES LESS EXP	-146,822	-121,806	84,326	103,293	-121,589
Less Reserve for Revolving Cash		-30,350	-30,350	-30,350	-30,350
less Reserve for Van/Bus Replacement		-35,000	-70,000	-105,000	-140,000
less Reserve for Technology		-15,000	-30,000	-45,000	-60,000
Less Reserve for Curriculum/Textbooks		-75,000	-100,000	-125,000	-150,000
Less Restricted Fund Balance Prop 39/Common Core					
UNDISTRIBUTED GENERAL FUND RESERVE	1,201,172	924,016	933,342	961,634	765,045
% UNDISTRICTED RESERVE	9.28%	6.10%	6.30%	6.45%	5.05%
3% UNDISTRICTED RESERVE IS	388,198	454,087	444,198	447,373	454,569
AMOUNT ABOVE (-BELOW) 3%	812,974	469,929	489,143	514,261	310,476
5% UNDISTRICTED RESERVE IS	646,996	756,812	740,331	745,622	757,615
AMOUNT ABOVE (-BELOW) 5%	554,176	167,204	193,011	216,012	7,431
RECOMMENDED RESERVE 3% Plus one Year LCFF Growth					
LCFF Growth Amount over Prior Year	\$ 1,062,836	\$ 1,499,332	\$ 706,654	\$ 486,982	\$ 58,966
Plus 3% Reserve	\$ 388,198	\$ 454,087	\$ 444,198	\$ 447,373	\$ 454,569
Total Recommended Reserve	\$ 1,451,034	\$ 1,953,420	\$ 1,150,852	\$ 934,356	\$ 513,535
AMOUNT ABOVE (-BELOW) RECOMMENDED RESERVE	\$ (249,862)	\$ (1,029,404)	\$ (217,510)	\$ 27,279	\$ 251,511
LCFF FUNDING ESTIMATE:	14/15 BUDGET	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
TOTAL ADA	1386.33	1399.42	1399.42	1399.42	1399.42
multiply x SSC Calculated recommended amount per ADA	\$ 7,844	\$ 8,842	\$ 9,347	\$ 9,695	\$ 9,737
Total LCFF Funding Budgeted	\$ 10,874,660	\$ 12,373,992	\$ 13,080,646	\$ 13,567,628	\$ 13,626,594
% Increase over Prior Year	10.77%	13.79%	5.71%	3.72%	0.43%
CUSD P-2 ADA	1381.29	1393.29	1393.29	1393.29	1393.29
Adult Transition Class Reported by CCOE	5.04	6.13	6.13	6.13	6.13
Community School ADA Reported by CCOE	0	0	0	0	0
TOTAL ADA CUSD LCFF	1386.33	1399.42	1399.42	1399.42	1399.42
		-74K ROP	-130K ROP	-167K ROP	-167K ROP
NOTE:13-14 Deficit Sending \$214,393 does not reflect above due to accounting for Common Core and Prop 39 funds					
	ASSUMPTIONS	ASSUMPTIONS	ASSUMPTIONS	ASSUMPTIONS	
	Add 12 ADA	Same ADA	Same ADA	Same ADA	
	5/19/2015	No New Staff	No New Staff	No New Staff	
	Staffing Proposal Positions	\$214/ADA one time +50K MOT 2 New Te Positions new SELPA # 2/23			
	800K One Time	-25K Nursing			
	Loss of \$74K ROP	Loss of \$130K ROP	Loss of \$167K ROP	Loss of \$167K ROP	

Colusa Unified School District
Personnel Assignment Order
2015-2016 #10

EMPLOYMENT, RESIGNATIONS, AND OTHER

CERTIFICATED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Status</u>	<u>Salary</u>	<u>Date</u>
Jonathan Ford	CHS Art Teacher	Probationary	\$52,374	8/17/2016
John Wirt	CHS Science Teacher	Probationary	\$50,453	8/17/2016
Mary Colligan	EMS/CHS Music Teacher	Probationary	\$50,806	8/17/2016
Megan Zwald	CHS PE/Math Teacher	Intern	\$49,746	8/17/2016
Samantha Brooks	CHS English Teacher	Intern	\$48,331	8/17/2016
Andrea Uhlenkott	Nurse	Probationary	\$49,746	8/17/2016

Retirement:

Resignation:

Leaves:

Terminated:

Non-Reelection:

Transfers:

(Requests approved by Superintendent)

CLASSIFIED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Date</u>
Maria (Lupe) Villanueva	Utility Worker/Bus Driver	3/21/2016
Angela Amador-Jacobo	PT Custodian	3/29/2016

Leaves:

Resignation:

Retirement:

Increase of Hours:

Job transfer:

Termination:

COLUSA UNIFIED SCHOOL DISTRICT

TRUSTEES:
MR. LINCOLN FORRY
MR. TERRY BRESSLER
MR. CHARLES YERXA
MRS. KELLI GRIFFITH-GARCIA
MRS. KATHIE WHITESELL

745 TENTH STREET, COLUSA, CA 95932
PHONE: (530) 458-7791 • FAX: (530) 458-4030

DWAYNE NEWMAN
DISTRICT SUPERINTENDENT



Payroll totals for the month of: MARCH 2016

Issued 03/10/2016: (SUP) \$ 35,123.16

Issued 03/31/2016: (EOM) \$ 758,729.52

Monthly total \$ 793,852.68

Associated Student Body Fund

Egling Middle School and Colusa High School

as of April 5, 2016

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Colusa High School

Account	Name of Club	Balance
800	Colusa HS ASB	\$ 3,434.41
801	ASB Football Concessions	\$ -
802	ASB Student Store	\$ 1,381.55
811	Art Club	\$ 942.14
812	Ashland Shakespeare Trip	\$ 1,001.53
820	Block C - Other	\$ -
821	Block C - Baseball	\$ 7,461.17
822	Block C - Boys Basketball	\$ 338.67
823	Block C - Boys Soccer	\$ 176.30
824	Block C - Boys Tennis	\$ 227.14
825	Block C - Cross Country	\$ (83.62)
826	Block C - Football	\$ 823.45
827	Block C - Girls Basketball	\$ 121.61
828	Block C - Girls Soccer	\$ (98.00)
829	Block C - Girls Tennis	\$ 126.98
830	Block C - Golf	\$ (42.46)
832	Block C - Softball	\$ 1,116.24
833	Block C - Track and Field	\$ 1,590.47
834	Block C - Volleyball	\$ 7,742.04
835	Block C - Wrestling	\$ 25.00
836	Block C - JV Boys Basketball	\$ 5.00
847	Class of 2016	\$ 15,799.11
848	Class of 2017	\$ (240.18)
849	Class of 2018	\$ (55.12)
850	Class of 2019	\$ -
860	COLUS Yearbook	\$ 13,541.97
863	CSF	\$ 1,486.32
865	FBLA	\$ 2,485.77
870	FFA	\$ 6,498.56
876	Drama Club	\$ (22.78)
885	Friday Night Live	\$ (182.90)
887	Spanish Club	\$ 258.56
888	Spirit Club	\$ 2,660.33
890	Cooking Club	\$ 114.03
892	Science Club	\$ 91.52
TOTAL CHS		\$ 68,724.81

Egling Middle School

950	Egling MS ASB	\$ 1,682.17
955	Club Live	\$ 974.75
960	Kids Can Save	\$ 289.41
965	Library	\$ 385.15
985	Sweatshirts	\$ 1,686.33
990	Yearbook	\$ 548.44
995	8th Grade	\$ 1.30
TOTAL EMS		\$ 5,567.55
TOTAL FUND 95 ASB		\$ 74,292.36