

# 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**

**August 11, 2015**

**6:00 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.]*

### **6:00 P.M. OPEN SESSION**

A. Call to Order

B. Pledge of Allegiance

C. 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.*

D. 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.*

E. Reports:

1. Student's Report – Ann Kalisuch

2. Recognitions & Celebrations

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 – Terry Bressler

3. Friends of Ag –Kathie Whitesell

4. SELPA – Terry Bressler & Kathie Whitesell

5. Grounds – Lincoln Forry & Terry Bressler

4. Superintendent's Report

a. Improving Achievement (*standing item*)

1. 15-16 LCAP Activities

2. Illuminate Software Training

3. Initial SBAC (Smarter Balanced Assessment Consortium) Results

- b. Management (*standing item*)
  - 1. Bond Projects Update
  - 2. MOT Summer Work Update
  - 3. Purchasing Report – One Time State Funding
  - 4. SB77 Funding for Teacher Professional Development
  - 5. Hiring
  - 6. Student Nutrition Professional Development
  - 7. Title III Plan

- c. Budget (*standing item*)
  - 1. Enrollment

F. CSEA (California School Employees Assn.) Representative's Report

G. CEA (Colusa Educators Association) Representative's Report

H. Information/Discussion/Possible Action Items

- 1. Consider Approval of Board Policies and Administrative Regulations:
  - a. First Reading of BP 0440 – District Technology Plan
  - b. First Reading of AR 0440 – District Technology Plan
  - c. First Reading of AR 1220 – Citizen Advisory Committee
  - d. First Reading of BP 1240 - Volunteer Assistance
  - e. First Reading of AR 1240 – Volunteer Assistance
  - f. First Reading of BP 3100 – Budget
  - g. First Reading of AR 3100 – Budget
  - h. First Reading of AR 4112.4/4212.4/4312.4 – Health Examinations
  - i. First Reading of AR 4112.5/4212.5/4312.5 – Criminal Record Check
  - j. First Reading of E 4112.5/4212.5/4312.5 – Criminal Record Check
  - k. First Reading of BP 4118 – Dismissal/Suspension/Disciplinary Action
  - l. First Reading of AR 4118 – Dismissal/Suspension/Disciplinary Action
  - m. First Reading of AR 4161.1/4361.1 – Personal Illness/Injury Leave (Certificated)
  - n. First Reading of AR 4161.2/4261.2/4361.2 – Personal Leaves
  - o. First Reading of AR 4261.1 – Personal Illness/Injury Leave (Classified)
  - p. First Reading of BP 5125 – Student Records
  - q. First Reading of AR 5125 – Student Records
  - r. First Reading of AR 5141 – Health Care and Emergencies
  - s. First Reading of AR 5141.21 – Administering Medication & Monitoring Health Conditions
  - t. First Reading of AR 5141.3 – Health Examinations
  - u. First Reading of BP 5141.4 – Child Abuse Prevention & Reporting
  - v. First Reading of AR 5141.4 – Child Abuse Prevention & Reporting
  - w. First Reading of BP 5144.1 - Suspension & Expulsion/Due Process
  - x. First Reading of AR 5144.1 – Suspension & Expulsion/Due Process
  - y. First Reading of AR 6145.2 – Athletic Competition
  - z. First Reading of BP 6158 – Independent Study
  - aa. First Reading of AR 6158 – Independent Study
  - bb. First Reading of AR 6162.51 – State Academic Achievement Tests
  - cc. First Reading of AR 6173 – Education for Homeless Children
- 2. Consider Approval of A&E Agreement for EMS Phase 1A Scope of Work
- 3. Consider Approval of Recommendation to Declare Property Surplus - Cafeteria Tables

4. Support for Reduction of State Mandated Reserve Cap
  5. Warrants: Batch 2014-15 #47 and 2015-16 #1-5
- I. Motion to Approve Items on the Consent Action Agenda
1. Consider Approval of Consent Agenda: Regular and Customary Business Items:
    - a. June 16, 2015 Regular Board Meeting Minutes
    - b. June 17, 2015 Special Board Meeting Minutes
    - c. June 29, 2015 Special Board Meeting Minutes
    - d. June 30, 2015 Special Board Meeting Minutes
    - e. July 17, 2015 Special Board Meeting Minutes
    - f. July 23, 2015 Special Board Meeting Minutes
    - g. June/July Payroll
    - h. First 5 Kinder Camp Agreement
    - i. Sutter County MOU for Tri-County ROP
    - j. SchoolWorks, Inc. Professional Services Agreement
    - k. General Fund 01 Budget Revision
    - l. Fund 21 Measure A Bond Fund Budget Revision
    - m. Fund 25 Developer Fee Capital Facilities Fund Budget Revision
    - n. Personnel Assignment Order #2015-2016 #1
    - o. Associated Student Body Fund
    - p. Williams Uniform Complaint
- J. Hearing of Public for Matters on Closed Session Agenda
- K. 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
      2. Leave of Absence Request
      3. Superintendent Evaluation
    - b. Public Employee Discipline/Dismissal/Release/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*)
- L. Conference with Legal Counsel – Anticipated Litigation and Liability Claims
- M. Reconvene Open Session
1. Announce Possible Action Taken Regarding Leave of Absence
  2. Announce Possible Action Taken Regarding Superintendent Contract
- N. Adjournment of the Meeting

## Philosophy, Goals, Objectives, and Comprehensive Plans BP 0440(a)

### DISTRICT TECHNOLOGY PLAN

The Governing Board recognizes that technological resources can enhance student achievement by increasing student access to information, supporting teacher effectiveness, and facilitating the administration of student assessments. Effective use of technology can also increase the efficiency of the district's noninstructional operations and governance.

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

The Superintendent or designee shall develop, for Board approval, a comprehensive three-year technology plan based on an assessment of current uses of technology in the district and an identification of future needs. The Superintendent or designee may appoint an advisory committee consisting of a variety of staff and community stakeholders to assist with the development of the technology plan.

*(cf. 0400 - Comprehensive Plans)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 9140 - Board Representatives)*

The plan shall be integrated into the district's vision and goals for student learning and shall contain research-based strategies and methods for the effective use of technology. When required for state or federal grant programs in which the district participates, the plan shall also address all components required for receipt of such grants.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 6000 - Concepts and Roles)*

The Superintendent or designee shall ensure that any use of technological resources in the district protects the private and confidential information of students and employees in accordance with law.

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 5125 - Student Records)*

*Legal Reference: (see next page)*



## DISTRICT TECHNOLOGY PLAN (continued)

### *Legal Reference:*

#### BUSINESS AND PROFESSIONS CODE

22584-22585 *Student Online Personal Information Protection Act*

#### EDUCATION CODE

10550-10555 *Telecommunications standards*

11800 *K-12 High Speed Network grant program*

49060-49085 *Student records*

51006 *Computer education and resources*

51007 *Programs to strengthen technological skills*

51865 *California distance learning policy*

51870-51871.5 *Educational technology planning*

60010 *Instructional materials, definition*

66940 *Distance learning*

#### PENAL CODE

502 *Computer crimes, remedies*

#### UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

1232h *Protection of Pupil Rights Amendment*

#### UNITED STATES CODE, TITLE 47

254 *Universal service discounts (E-rate)*

#### CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 *Children's Online Privacy Protection Rule*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

Part 99 *Family Educational Rights and Privacy*

#### CODE OF FEDERAL REGULATIONS, TITLE 47

54.500-54.523 *Universal service support for schools*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California K-12 Education Technology Plan Template, Criteria, and Guiding Questions*, November 2014

*Empowering Learning: A Blueprint for California Education Technology 2014-2017*, April 2014

#### FEDERAL COMMUNICATIONS COMMISSION PUBLICATIONS

*E-rate Modernization Order*, July 11, 2014

#### WEB SITES

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

California Department of Education, Education Technology Office: <http://www.cde.ca.gov/ls/et>

California Educational Technology Professionals Association: <http://www.cetpa.net>

Computer-Using Educators: <http://www.cue.org>

Federal Communications Commission: <http://www.fcc.gov>

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

Technology Information Center for Administrative Leadership: <http://www.portical.org>

**Philosophy, Goals, Objectives, and Comprehensive Plans**

AR 0440(a)

**DISTRICT TECHNOLOGY PLAN**

The district's technology plan shall address, at a minimum, the following components:

1. Background Information: A guide to the district's use of technology for the next three years, including:
  - a. Specific starting and ending dates of the plan
  - b. An overview of the district's location and demographics
  - c. A description of how stakeholders from the district and community were involved in the planning process
  - d. A description of the relevant research behind the strategies and/or methods in the plan and how the research supports the plan's curricular and professional development goals
2. Curriculum: Clear goals and realistic strategies for using telecommunications and information technology to improve educational services, including:
  - a. A description of teachers' and students' current access to instructional technology and current use of digital tools, including district policies or practices to ensure equitable technology access for all students
  - b. Goals and an implementation plan, including annual activities, for:
    - (1) How technology will be used to improve teaching and learning, how these goals align with district curricular goals and other plans, how the district budget and local control and accountability plan support these goals, and whether future funding proposals or partnerships may be needed for successful implementation
    - (2) How and when students will acquire the technology skills and information literacy skills needed for college and career readiness
    - (3) Internet safety and the appropriate and ethical use of technology in the classroom

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6162.54 - Test Integrity/Test Preparation)*

## **DISTRICT TECHNOLOGY PLAN (continued)**

*(cf. 6162.6 - Use of Copyrighted Materials)*

*(cf. 6163.4 - Student Use of Technology)*

3. Professional Development: A professional development strategy to ensure that staff understands how to use new technologies to improve education services, including:
  - a. A summary of teachers' and administrators' current technology proficiency and integration skills and needs for professional development
  - b. Goals and an implementation plan, including annual activities, for providing professional development opportunities based on district needs assessment data and the curriculum component of the technology plan

*(cf. 4040 - Employee Use of Technology)*

*(cf. 4131 - Staff Development)*

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

4. Infrastructure, Hardware, Technical Support, Software, and Asset Management: An assessment of the telecommunication services, hardware, software, asset management, and other services that will be needed to improve education services, including:
  - a. A description of existing hardware, Internet access, electronic learning resources, technical support, and asset management in the district
  - b. A description of technology hardware, electronic learning resources, networking and telecommunications infrastructure, physical plant modifications, technical support, and asset management needed by district teachers, students, and administrators to support the activities in the curriculum and professional development components of the plan

*(cf. 3100 - Budget)*

*(cf. 7000 - Facilities Master Plan)*

5. Monitoring and Evaluation: An evaluation process that enables the school to monitor progress toward the specific goals and mid-course corrections in response to new developments and opportunities as they arise, including:
  - a. The process for evaluating the plan's overall progress and impact on teaching and learning

**DISTRICT TECHNOLOGY PLAN (continued)**

- b. The schedule for evaluating the effect of plan implementation and a description of the process and frequency of communicating evaluation results to technology plan stakeholders

*(cf. 0500 - Accountability)*

6. Noninstructional Uses of Technology: A description of how technology will be used to improve district governance, district and school site administration, support services, and communications

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

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 3580 - District Records)*

7. Cost: An estimate of the cost for each year of the plan and each of its major components

**Community Relations**

AR 1220(a)

**CITIZEN ADVISORY COMMITTEES****Committee Charge**

When committees are appointed, committee members shall receive written information including, but not limited to:

1. The committee members' names
2. The procedure to be used in the selection of the committee chairperson and other committee officers
3. The name(s) and contact information of staff member(s) assigned to support the work of the committee
4. The goals and specific charge(s) of the committee, including its topic(s) for study
5. The specific period of time that the committee is expected to serve
6. Legal requirements regarding meeting conduct and public notifications
7. Resources available to help the committee perform its tasks
8. Timelines for progress reports and/or final report
9. Relevant Board policies and administrative regulations

Members of advisory committees are not vicariously liable for injuries caused by the act or omission of the district or a committee and are not liable for injuries caused by an act or omission of a committee member acting within the scope of his/her role as a member of the committee. However, a member may be liable for injury caused by his/her own wrongful conduct. (Government Code 815.2, 820.9)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3530 - Risk Management/Insurance)*

**Committees Subject to Brown Act Requirements**

Any committee created by formal action of the Governing Board shall comply with Brown Act requirements pertaining to open meetings, notices, and public participation pursuant to Government Code 54950-54963, including, but not necessarily limited to, the following:

1. Advisory committee established pursuant to Education Code 56190-56194 related to special education

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

**CITIZEN ADVISORY COMMITTEES (continued)**

2. Advisory committee established pursuant to Education Code 8070 related to career technical education

*(cf. 6178 - Career Technical Education)*

3. Committee established to assist in development of a student wellness policy pursuant to 42 USC 1758b

*(cf. 5030 - Student Wellness)*

4. Committee established pursuant to Education Code 17387-17391 related to the use or disposition of excess real property

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

5. Citizens' oversight committee established to examine the expenditure of general obligation bond or school facilities improvement bond revenues passed with a 55 percent majority of the voters pursuant to Education Code 15278 and 15359.3

*(cf. 7213 - School Facilities Improvement Districts)*

*(cf. 7214 - General Obligation Bonds)*

6. Parent advisory committee and English learner parent advisory committee established pursuant to Education Code 52063 to review and comment on the local control and accountability plan (LCAP) and, if applicable, any advisory committee established pursuant to Education Code 52060 to consult with the district on LCAP development

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 9130 - Board Committees)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

*(cf. 9323 - Meeting Conduct)*

**Committees Not Subject to Brown Act Requirements**

The following committees are exempt from the Brown Act but must conform with procedural meeting requirements established in Education Code 35147:

1. School site councils established pursuant to Education Code 52852 and 64001 to develop and approve a single plan for student achievement

*(cf. 0420 - School Plans/Site Councils)*

**CITIZEN ADVISORY COMMITTEES (continued)**

2. District or school advisory committees established pursuant to Education Code 52176 related to programs for English learners

*(cf. 6174 - Education for English Language Learners)*

3. School advisory committees established pursuant to Education Code 54425(b) related to compensatory education

*(cf. 6171 - Title I Programs)*

4. Any district advisory committee established pursuant to Education Code 54444.2 related to migrant education programs

*(cf. 6175 - Migrant Education Program)*

5. School committees established pursuant to Education Code 11503 related to parent involvement

*(cf. 6020 - Parent Involvement)*

Meetings of the above councils or committees shall be open to the public. Any member of the public shall have the opportunity to address the council or committee during the meeting on any item within its jurisdiction. Notice of the meeting shall be posted at the school site or other appropriate accessible location at least 72 hours before the meeting, specifying the date, time, and location of the meeting and containing an agenda that describes each item of business to be discussed or acted upon. (Education Code 35147)

The above councils or committees shall not take action on any item not listed on the agenda unless all members present unanimously find that there is a need to take immediate action and that this need came to the council's or committee's attention after the agenda was posted. In addition to addressing items on the agenda, members of the council, committee, or public may ask questions or make brief statements that do not have a significant effect on district students or employees or that can be resolved solely by providing information. (Education Code 35147)

Any council or committee violating the above procedural requirements must, at the demand of any person, reconsider the item at the next meeting, first allowing for public input on the item. (Education Code 35147)

Any materials provided to a school site council shall be made available to any member of the public upon request pursuant to the California Public Records Act. (Education Code 35147; Government Code 6250-6270)

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

**CITIZEN ADVISORY COMMITTEES (continued)**

Committees created by the Superintendent or designee to advise the administration and which do not report to the Board are not subject to the requirements of the Brown Act or Education Code 35147.

*(cf. 2230 - Representative and Deliberative Groups)*



## Community Relations

BP 1240(a)

### VOLUNTEER ASSISTANCE

The Governing Board recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

*(cf. 1000 - Concepts and Roles)*  
*(cf. 1700 - Relations Between Private Industry and the Schools)*  
*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*  
*(cf. 4222 - Teacher Aides/Paraprofessionals)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*  
*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

*(cf. 1020 - Youth Services)*  
*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940)

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

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteer work shall be limited to those projects that do not replace the normal duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school and comply with employee negotiated agreements.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

**VOLUNTEER ASSISTANCE** (continued)

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

*(cf. 3515.2 - Disruptions)*

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

*(cf. 1150 - Commendations and Awards)*

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

*(cf. 0500 - Accountability)*

*Legal Reference: (see next page)*

## **VOLUNTEER ASSISTANCE (continued)**

### *Legal Reference:*

#### EDUCATION CODE

8482-8484.6 After School Education and Safety program  
8484.7-8484.9 21st Century Community Learning Center program  
35021 Volunteer aides  
35021.1 Automated records check  
35021.3 Registry of volunteers for before/after school programs  
44010 Sex offense; definition  
44814-44815 Supervision of students during lunch and other nutrition periods  
45125 Fingerprinting requirements  
45125.01 Interagency agreements for criminal record information  
45340-45349 Instructional aides  
45360-45367 Teacher aides  
48981 Parental notifications  
49024 Activity Supervisor Clearance Certificate  
49406 Examination for tuberculosis

#### GOVERNMENT CODE

3543.5 Prohibited interference with employees' rights  
12940 Prohibited discrimination and harassment

#### HEALTH AND SAFETY CODE

1596.871 Fingerprints of individuals in contact with child day care facility clients

#### LABOR CODE

1720.4 Public works; exclusion of volunteers from prevailing wage law  
3352 Workers' compensation; definitions  
3364.5 Authority to provide workers' compensation insurance for volunteers

#### PENAL CODE

290 Registration of sex offenders  
290.4 Information re: sex offenders  
290.95 Disclosure by person required to register as sex offender  
626.81 Sex offender; permission to volunteer at school

#### CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance  
101216 Health screening, volunteers in child care centers

#### UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

#### PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Whisman Elementary School District, (1991) PERB Decision No. 868

### *Management Resources:*

#### WEB SITES

CSBA: <http://www.csba.org>  
California Department of Education, Parents/Family and Community: <http://www.cde.ca.gov/ls/pf>  
California Department of Justice, Megan's Law: <http://www.meganslaw.ca.gov>  
California Parent Teacher Association: <http://www.capta.org>  
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

**Community Relations**

AR 1240(a)

**VOLUNTEER ASSISTANCE****Duties of Volunteers**

The Superintendent or designee may assign volunteers to:

1. Assist certificated personnel in the performance of their duties, including in the supervision of students and in the performance of instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher (Education Code 35021, 45343, 45344, 45349)

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

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

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

2. Serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities (Education Code 35021)
3. Supervise students during lunch, breakfast, or other nutritional periods (Education Code 35021, 44814, 44815)
4. Work on short-term facilities projects pursuant to the section below entitled "Volunteer Facilities Projects"
5. Perform other duties in support of district or school operations as approved by the Superintendent or designee

*(cf. 6163.1 - Library Media Centers)*

Volunteers shall not be authorized to assign grades to students, and shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021, 45344)

*(cf. 4217.3 - Layoff/Rehire)*

**Basic Skills Proficiency Requirement**

Volunteers who supervise or provide instruction to students pursuant to Education Code 45349 shall submit evidence of basic skills proficiency to the Superintendent or designee. (Education Code 45344.5, 45349)

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

**VOLUNTEER ASSISTANCE (continued)****Criminal Background Check**

Prior to assuming a volunteer position working with students in a district-sponsored student activity program, a volunteer shall obtain finger print clearance through the Department of Justice and Federal Bureau of Investigation. At his/her discretion, the volunteer may choose to meet this requirement by obtaining an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. Student activity programs include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. (Education Code 49024)

*(cf. 4112.5/4212.5/4312.5 - Criminal Background Check)*  
*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*

The Superintendent or designee shall determine which volunteer positions in the district are subject to the above requirement.

The criminal background check requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services. (Education Code 49024)

**Registered Sex Offenders**

The Superintendent or designee shall require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.

The principal may grant a registered sex offender, who is not the parent/guardian of a student at the school, permission to come into a school building or upon school grounds to volunteer at the school. At least 14 days prior to the first date for which permission has been granted, the principal or designee shall notify the parent/guardian of each student at the school, using one of the methods specified in Education Code 48981, that a person who is required to register as a sex offender pursuant to Penal Code 290 has been granted permission to come into a school building or upon school grounds, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency. (Penal Code 626.81)

*(cf. 5145.6 - Parental Notifications)*

However, no person who is required to register as a sex offender pursuant to Penal Code 290 shall be assigned as a volunteer to assist certificated personnel in the performance of their

**VOLUNTEER ASSISTANCE (continued)**

duties; supervise students during lunch, breakfast, or other nutritional period; or serve as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

*(cf. 3515.5 - Sex Offender Notification)*

**Tuberculosis Assessment/Examination**

Upon initial volunteer assignment, a volunteer shall have on file with the school a certificate showing that he/she has submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. (Education Code 49406)

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

The Superintendent or designee may exempt from the tuberculosis risk assessment and/or examination those volunteers whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

**Volunteer Facilities Projects**

All volunteer facilities projects shall have a approximate start and completion dates and shall be approved by the principal in advance. Projects also shall be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions, or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling, or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting
6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs
7. Paving

**VOLUNTEER ASSISTANCE** (continued)

8. Tree planting, pruning, or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise required for the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary.

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.1 - Hazardous Substances)*

*(cf. 7140 - Architectural and Engineering Services)*

## Business and Noninstructional Operations

BP 3100(a)

### BUDGET

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

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3300 - Expenditures and Purchases)*

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

*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

### Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting held on a date after the public hearing on the budget, the Board shall adopt the budget following its adoption of the LCAP or an annual update to the LCAP at the same meeting. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127)



**BUDGET (continued)**

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

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

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Advisory Committee**

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 3350 - Travel Expenses)*

*(cf. 9130 - Board Committees)*

*(cf. 9140 - Board Representatives)*

**Budget Criteria and Standards**

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of

**BUDGET (continued)**

average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

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

(cf. 6173.1 - *Education for Foster Youth*)

(cf. 6174 - *Education for English Language Learners*)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - *Administrative Discretion Regarding Board Policy*)

(cf. 3110 - *Transfer of Funds*)

## **Long-Term Financial Obligations**

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - *Collective Bargaining Agreement*)

(cf. 4154/4254/4354 - *Health and Welfare Benefits*)

(cf. 7210 - *Facilities Financing*)

(cf. 9250 - *Remuneration, Reimbursement and Other Benefits*)

## **Budget Amendments**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference: (see next page)*

BP 3100(f)

## **BUDGET (continued)**

*Legal Reference:*

### EDUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42141 Disclosure of fiscal obligations

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

52060-52077 Local control and accountability plan

### GOVERNMENT CODE

7900-7914 Appropriations limit

### CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

15494-15496 Local control funding formula, expenditures

*Management Resources:*

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

### FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

### GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

### GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

*Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999*

**WEB SITES**

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

*Association of California School Administrators: <http://www.acsa.org>*

*California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>*

*California Department of Finance: <http://www.dof.ca.gov>*

*Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>*

*Government Finance Officers Association: <http://www.gfoa.org>*

*Governmental Accounting Standards Board: <http://www.gasb.org>*

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

Policy  
adopted:  
**Business and Noninstructional Operations**

CSBA MANUAL MAINTENANCE SERVICE  
December 2014  
AR 3100(a)

## **BUDGET**

### **Budget Advisory Committee**

Membership of the district's budget advisory committee may include representatives of each of the following groups:

1. Governing Board members, provided that less than a majority of the Board serves on the committee

*(cf. 9140 - Board Representatives)*

2. District and school site administrators
3. Representatives of bargaining units
4. Certificated and/or classified staff
5. Parents/guardians
6. Representatives of the business community and/or other community members
7. Students

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 9130 - Board Committees)*

The committee's duties may include, but not necessarily be limited to:

1. Making recommendations regarding budget priorities

2. Recommending cost reduction strategies, such as identifying services that may be reduced, made more efficient, or discontinued
3. Reviewing the clarity and effectiveness of budget documents and communications
4. Presenting progress reports on the committee's work and a final report of recommendations to the Superintendent or designee and to the Board

The specific duties of the committee shall be clearly defined and presented to each member in writing, along with any background information necessary for the successful completion of the committee's charges, the timelines for reporting the committee's progress, and timelines for completion of each task.

*(cf. 3350 - Travel Expenses)*

AR 3100(b)

## **BUDGET (continued)**

### **Public Hearing**

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing as required by Education Code 42103.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve
3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may speak to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

*(cf. 9323 - Meeting Conduct)*

### **Budget Review Committee for Disapproved Budgets**

If the district's budget is disapproved by the County Superintendent for any reason other than his/her disapproval of the district's local control and accountability plan (LCAP) or annual update to the LCAP, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

AR 3100(c)

### **BUDGET (continued)**

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the Superintendent of Public Instruction (SPI), who shall be selected within five working days after receiving the list of candidates
2. A regional review committee convened by the County Superintendent with the approval of the Board

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent as he/she develops and adopts, by November 30, a fiscal plan and budget that will allow the district to meet its financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

**All Personnel**

AR 4112.4(a)

4212.4

**HEALTH EXAMINATIONS**

4312.4

**Tuberculosis Tests**

No applicant shall be initially employed by the district, or employed under contract, in a classified or certificated position unless he/she has submitted to a tuberculosis risk assessment within the past 60 days and, if tuberculosis risk factors are identified, has submitted to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the applicant shall obtain an x-ray of the lungs. At his/her discretion, an applicant may choose to submit to the examination instead of the risk assessment. (Education Code 49406)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112 - Appointment and Conditions of Employment)*

*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

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

Prior to employment by the district, an applicant shall submit a certificate from an authorized health provider stating that the applicant was assessed and/or examined and found to be free of infectious tuberculosis. (Education Code 49406)

An applicant who was previously employed in another school district or private or parochial school shall be deemed to have fulfilled the tuberculosis testing requirement if he/she produces a certificate showing that he/she was found to be free of infectious tuberculosis within 60 days of initial hire or if his/her previous employer verifies that it has a certificate on file showing that the applicant is free from infectious tuberculosis. (Education Code 49406)

Thereafter, each district employee who was found free of infectious tuberculosis shall undergo a tuberculosis risk assessment, and an examination whenever risk factors are identified, at least once every four years or more often when required by the Governing Board upon recommendation of the county health officer. However, once an employee has a documented positive test for tuberculosis infection followed by an x-ray, he/she shall no longer be required to submit to the tuberculosis risk assessment but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

The cost of the pre-employment tuberculosis risk assessment and/or examination shall be paid by the applicant, unless the Board has determined that the district will reimburse an applicant who is subsequently hired by the district. The district shall reimburse the employee for the cost, if any, of subsequent tuberculosis risk assessments and examinations. The district may provide for the risk assessment and examination or may establish a reasonable fee for the examination that is reimbursable to the employee. (Education Code 49406)

Whenever the district contracts for the transportation of students, the contract shall require that all drivers who will be transporting students complete the tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of initial hire. (Education Code 49406)

## **HEALTH EXAMINATIONS (continued)**

*(cf. 3312 - Contracts)*  
*(cf. 3540 - Transportation)*  
*(cf. 3542 - School Bus Drivers)*

The following applicants or employees shall be exempted from the requirement to submit to a tuberculosis risk assessment and/or examination: (Education Code 49406)

1. An applicant/employee who files an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge and belief, he/she is free from infectious tuberculosis

Such an exemption shall be allowed only if the Board determines by resolution, after a hearing, that the health of students would not be jeopardized. If at any time there is probable cause to believe that the applicant/employee is afflicted with infectious tuberculosis, he/she may be excluded from service until the Board is satisfied that he/she is not afflicted.

*(cf. 4030 - Nondiscrimination in Employment)*

2. A classified employee who is employed for less than a school year and whose functions do not require frequent or prolonged contact with students
3. A pregnant employee who has positive results on a tuberculosis skin test, in which case she shall be exempted from the requirement to follow up with an x-ray of the lungs for a period not to exceed 60 days after the end of the pregnancy
4. A private contracted driver who transports students infrequently without prolonged contact with students

### **Examination of Certificated Employees for Disabling Diseases**

To fill a certificated position with an applicant who has not previously been employed in a certificated position in California, or with a retirant who has not been employed as a retirant, the district shall have on file a medical certification indicating that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. (Education Code 44839, 44839.5)

*(cf. 4117.14/4317.14 - Postretirement Employment)*



## **HEALTH EXAMINATIONS (continued)**

The certificate shall be completed and submitted directly to the district by an authorized health care provider. The medical examination referenced in the certificate must have been conducted within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)

Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)

Certificated employees and/or retirants shall be required to periodically undergo, at district expense, a medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)

### **Mental Examination for Certificated Employees**

Whenever the Board is considering the suspension or transfer of a certificated employee based on its reasonable belief that the employee is suffering from mental illness of such a degree as to render him/her incompetent to perform his/her duties, the employee shall be offered the opportunity of being examined by a three-member panel of psychiatrists and psychologists in accordance with Education Code 44942. The employee shall select the members of the panel from a list of psychiatrists and psychologists provided by the district. The examination shall be conducted, at district expense, within 15 days of the ordered suspension or transfer. The employee shall submit to the examination, but shall also be entitled to present a report of any psychiatrist, psychologist, or physician of his/her own choice. (Education Code 44942)

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4114 - Transfers)*

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

*Legal Reference: (see next page)*

4212.4  
4312.4

## HEALTH EXAMINATIONS (continued)

### *Legal Reference:*

#### EDUCATION CODE

44839 *Medical certificate; periodic medical examination*

44839.5 *Requirements for employment of retirant*

44932 *Grounds for dismissal of permanent employee*

44942 *Suspension or transfer of certificated employee on ground of mental illness*

45122 *Physical examinations*

49406 *Examination for tuberculosis*

#### BUSINESS AND PROFESSIONS CODE

2700-2838 *Nurses*

3500-3546 *Physician assistants*

#### HEALTH AND SAFETY CODE

121525 *Private and parochial school employees, examination for tuberculosis*

#### CODE OF REGULATIONS, TITLE 5

5502 *Filing of notice of physical examination for employment of retired persons*

5503 *Physical examination for employment of retired persons*

5504 *Medical certification procedures*

#### COURT DECISIONS

*Doe v. Lincoln Unified School District*, (2010) 188 Cal.App.4th 758

*Leonel v. American Airlines, Inc.*, (2005) 400 F.3d. 702

*Raven v. Oakland Unified School District*, (1989) 213 Cal.App.3d 1347

### *Management Resources:*

#### WEB SITES

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

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Public Health Institute: <http://www.phi.org>

U.S. Food and Drug Administration: <http://www.fda.gov>

Regulation  
approved:  
**All Personnel**

CSBA MANUAL MAINTENANCE SERVICE  
December 2014  
AR 4112.5(a)  
4212.5

**CRIMINAL RECORD CHECK**

4312.5

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)

1. The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.
2. A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon.
3. A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.
4. A person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing.
5. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

*(cf. 4112 - Appointment and Conditions of Employment)*

*(cf. 4112.2 - Certification)*

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

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

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

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

AR 4112.5(b)

4212.5

4312.5

## **Pre-Employment Record Check**

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

## **Subsequent Arrest Notification**

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

*(cf. 4116 - Probationary/Permanent Status)*

*(cf. 4121 - Temporary/Substitute Personnel)*

AR 4112.5(c)  
4212.5  
4312.5

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

### **Notification of Applicant/Employee**

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

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

### **Maintenance of Records**

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

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

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

AR 4112.5(d)

4212.5

4312.5

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

### **Interagency Agreement**

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

*Legal Reference: (see next page)*

AR 4112.5(e)  
4212.5  
4312.5

*Legal Reference:*

EDUCATION CODE

44010 Sex offense

44011 Controlled substance offense

44332-44332.6 Temporary certificate of clearance

44346.1 Applicants for credential, conviction of a violent or serious felony

44830.1 Certificated employees, conviction of a violent or serious felony

44830.2 Certificated employees; interagency agreement for sharing criminal record information

44836 Conviction of a sex or controlled substance offense

44932 Grounds for dismissal of permanent certificated employees

45122.1 Classified employees, conviction of a violent or serious felony

45125 Use of personal identification cards to ascertain conviction of crime

45125.01 Classified employees; interagency agreement for sharing criminal record information

45125.5 Automated records check

45126 Duty of Department of Justice to furnish information

49024 Activity supervisor clearance certificates

PENAL CODE

667.5 Violent felonies

1192.7 Serious felonies

1203.4 Dismissal of conviction

11075-11081 Criminal record dissemination

11102.2 Maintenance of criminal offender records; custodian of records

11105 Access to criminal history information

11105.2 Subsequent arrest notification

11105.3 Record of conviction involving sex crimes, drug crimes or crimes of violence; availability to employer for applicants for positions with supervisory or disciplinary power over minors

11140-11144 Furnishing of state criminal history information

13300-13305 Local summary criminal history information

CODE OF REGULATIONS, TITLE 11

701-708 Criminal offender record information

720-724 Incomplete criminal history information

994-994.15 Certification of individuals who take fingerprint impressions

COURT DECISIONS

Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145

*Management Resources:*

WEB SITES

Office of the Attorney General, Department of Justice, Background Checks:

<http://www.oag.ca.gov/fingerprints>

Regulation  
approved:

CSBA MANUAL MAINTENANCE SERVICE  
December 2014

# CSBA Sample Exhibit

All Personnel

E 4112.5(a)  
4212.5

## CRIMINAL RECORD CHECK

4312.5

**SAMPLE EMPLOYEE STATEMENT FORM  
USE OF CRIMINAL JUSTICE INFORMATION**

As an employee/volunteer of \_\_\_\_\_ School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140 -11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

**"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."**

Civil Code 1798.53, Invasion of Privacy, states:

**"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."**

**CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:**

\*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

\*Penal Code 11142: Authorized person furnishing to other (misdemeanor)

\*Penal Code 11143: Unauthorized person in possession (misdemeanor)

\*California Constitution, Article I, Section 1 (Right to Privacy)

\* Civil Code 1798.53, Invasion of Privacy

\*Title 18 USC 641, 1030, 1951, and 1952

E 4112.5(b)  
4212.5  
4313.5



Any employee who is responsible for such misuse may be subject to immediate dismissal .  
Violations of this law may result in criminal and/or civil action.

**I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING  
MISUSE OF CRIMINAL RECORD INFORMATION.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Name of District \_\_\_\_\_

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

**Certificated Personnel**

BP 4118(a)

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION**

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

*(cf. 4000 - Concepts and Roles)*

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

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 4141/4241 - Collective Bargaining Agreement)*

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

*(cf. 4114 - Transfers)*

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

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

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

**Suspension/Dismissal Procedures**

The Superintendent shall notify the Board whenever he/she believes that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of its intention to suspend or dismiss him/her at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

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

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION** (continued)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct his/her faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

*(cf. 4115 - Evaluation/Supervision)*

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct his/her faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed, and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from his/her duties. If the employee files a motion with the Office of Administrative Hearings for immediate

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**

reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

*Legal Reference:*

EDUCATION CODE

44008 *Effect of termination of probation*  
44009 *Conviction of specified crimes*  
44010 *Sex offense; definitions*  
44011 *Controlled substance offense; definitions*  
44242.5 *Reports and review of alleged misconduct*  
44425 *Conviction of a sex or narcotic offense*  
44660-44665 *Evaluation and assessment of performance of certificated employees*  
44830.1 *Criminal record summary certificated employees*  
44929.21 *Notice of reelection decision; districts with 250 ADA or more*  
44929.23 *Reelection and dismissal of probationary employees; districts with ADA less than 250*  
44930-44988 *Resignations, dismissal, and leave of absence*  
45055 *Drawing of warrants for teachers*  
48907 *Exercise of free speech, expression*  
48950 *Speech and other communication*  
51530 *Advocacy or teaching of communism*

GOVERNMENT CODE

1028 *Advocacy of communism*  
3543.2 *Scope of representation*  
11505-11506 *Hearing*

HEALTH AND SAFETY CODE

11054 *Schedule I; substances included*  
11055 *Schedule II, substances included*

*Legal Reference continued: (see next page)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**

*Legal Reference: (continued)*

HEALTH AND SAFETY CODE (continued)

11056 Schedule III, substances included

11357-11361 Marijuana

11363 Peyote

11364 Opium

11370.1 Possession of controlled substances with a firearm

PENAL CODE

187 Murder

291 School employees arrest for sex offense

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

11165.2-11165.6 Child abuse or neglect; definitions

CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status

80304 Notice of sexual misconduct

COURT DECISIONS

Vergara v. California (Los Angeles Super.Ct.) BC484642

Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334

Morrison v. State Board of Education (1969) 1 Cal.3d 214

*Management Resources:*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

**Certificated Personnel**

AR 4118(a)

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION****Causes for Suspension or Dismissal**

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children

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

8. Persistent violation of or refusal to obey the school laws or regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 (advocacy of communism)
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

*(cf. 4115 - Evaluation/Supervision)*

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

## **DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising his/her free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

*(cf. 5145.2 - Freedom of Speech/Expression)*

### **Suspension/Dismissal of Permanent Employees**

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board. (Education Code 44934, 44934.1)
2. Upon receiving notice of the Board's intent to suspend or dismiss him/her, the employee may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when an employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision supporting suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

*(cf. 4117.7/4317.7 - Employment Status Reports)*

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**

**Suspension/Dismissal of Probationary Employees**

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons provided that it is done in accordance with AR 4117.6 - Decision Not to Rehire and proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

*(cf. 4116 - Probationary/Permanent Status)*  
*(cf. 4117.6 - Decision Not to Rehire)*

During the school year, probationary employees in their first or second year of service may be dismissed only for one or more of the causes listed in items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second- year probationary employee is so charged, the following procedures shall apply for dismissing the employee: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.

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

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.
3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**

Whenever a probationary employee is so charged, dismissal procedures shall be those set forth in Education Code 44934 and 44934.1 as described in the section "Suspension/Dismissal of Permanent Employees" above.



## **Compulsory Leave of Absence**

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

(cf. 4117.7/4317.7 - *Employment Status Reports*)

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless he/she demands a hearing. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the

AR 4118(e)

## **DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)**

Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such

employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

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

Policy  
adopted:

CSBA MANUAL MAINTENANCE SERVICE  
December 2014

**Certificated Personnel**AR 4161.1(a)  
4361.1**PERSONAL ILLNESS/INJURY LEAVE**

Certificated employees working five school days per week are entitled to 10 days leave of absence for personal illness or injury (sick leave) per school year, with full pay. Employees 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. (Education Code 44978)

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

Certificated employees may use sick leave for absences due to:

1. 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)

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

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

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

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)*

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

**Continued Absence After Available Sick Leave Is Exhausted/Differential Pay**

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)

*(cf. 4116 - Probationary/Permanent Status)*

**Verification Requirements**

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 verification shall be

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

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)*

### **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

AR 4161.1(e)  
4361.1

### **PERSONAL ILLNESS/INJURY LEAVE (continued)**

b. The amount of sick days provided by Labor Code 245-249

c. The terms of use of paid sick days

d. That discrimination or retaliation against an employee for requesting 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

*Legal Reference: (see next page)*

AR 4161.1(f)  
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
- 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

### CODE OF FEDERAL REGULATIONS, TITLE 29

*1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008*

**COURT DECISIONS**

*Veguez v. Governing Board of Long Beach Unified School District*, (2005) 127 Cal.App.4th 406



**All Personnel**

AR 4161.2(a)

4261.2

**PERSONAL LEAVES**

4361.2

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 over 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, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" 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 reasons 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 limits set by bereavement leave provisions (Education Code 44981, 45207)

AR 4161.2(b)  
4261.2  
4361.2

## **PERSONAL LEAVES (continued)**

2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)
3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)

*(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.

Advance permission shall not be required of any 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 of a member of the employee's immediate family. (Education Code 44981, 45207)

However, 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)

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.

AR 4161.2(c)  
4261.2  
4361.2

## **PERSONAL LEAVES (continued)**

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 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.

Employees shall be granted leave to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.

### **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)
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)

## **PERSONAL LEAVES (continued)**

### **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
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

## **PERSONAL LEAVES (continued)**

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 Activities**

Any employee who is a parent/guardian or grandparent having custody of one or more children enrolled in grades K-12 or who attend a licensed day care facility 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. The employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

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

If both parents/guardians of a child are employed at the same work site, this leave shall be allowed for the first parent/guardian who applies. Simultaneous absence by the second parent/guardian 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 that he/she participated in school or licensed day care facility 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**

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee

## **PERSONAL LEAVES (continued)**

organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

*(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)

### **Religious Leave**

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

### **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)

## **PERSONAL LEAVES (continued)**

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**

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)*

## **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 I, 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



AR 4161.2(i)  
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>

**Classified Personnel**

AR 4261.1(a)

**PERSONAL ILLNESS/INJURY LEAVE**

Classified employees employed five days per week are entitled to 12 days leave of absence, with full pay, for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work, except when the sick leave will be less than the district grants short-term or substitute employees pursuant to Labor Code 246. (Education Code 45191; Labor Code 245-249)

*(cf. 4161/4261/4361 - Leaves)*

Classified employees may use sick leave for absences due to:

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)

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

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

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

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)

At the beginning of each school year, each classified employee shall be notified of the amount of sick leave which he/she has accumulated.

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)

The Superintendent or designee shall notify any classified employee who leaves the district after at least one school year of employment that if the employee accepts employment 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 45202)

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

**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. 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.

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

### **Continued Absence After Available Sick Leave Is Exhausted/Differential Pay**

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 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)

## **PERSONAL ILLNESS/INJURY LEAVE (continued)**

### **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.

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)*

### **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.

AR 4261.1(e)

### **PERSONAL ILLNESS/INJURY LEAVE (continued)**

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

### **Short-Term and Substitute Employees**

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. Such leave will be paid out as it accrues to the employee on the next regularly scheduled payroll.

*Legal Reference: (see next page)*

AR 4261.1(f)

### **PERSONAL ILLNESS/INJURY LEAVE (continued)**

*Legal Reference:*

#### EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

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.4<sup>th</sup> 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)

Regulation  
approved:

CSBA MANUAL MAINTENANCE SERVICE  
December 2014

**Students**

BP 5125(a)

**STUDENT RECORDS**

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.

The Superintendent or designee shall establish administrative regulations governing the identification, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records and shall protect students and their families from invasion of privacy.

*(cf. 3580 - District Records)*

*(cf. 4040 - Employee Use of Technology)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 5125.3 - Challenging Student Records)*

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

**Student Records from Social Media**

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.6 - Parental Notifications)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

**Contract for Digital Storage, Management, and Retrieval of Student Records**

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

*(cf. 3312 - Contracts)*



## **STUDENT RECORDS (continued)**

*Legal Reference:*

EDUCATION CODE

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

PENAL CODE

245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

701 Juvenile court law

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual student records

16020-16027 Destruction of records of school districts

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of Pupil Rights Amendment

UNITED STATES CODE, TITLE 26

152 Definition of dependent child

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.501 Opportunity to examine records for parents of student with disability

## STUDENT RECORDS (continued)

*Management Resources:*

FEDERAL REGISTER

*Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855*

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008*  
*Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007*

WEB SITES

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

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

**Students**

AR 5125(a)

**STUDENT RECORDS****Definitions**

*Student* means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

*Attendance* includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

*Student records* are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

*Mandatory permanent student records* are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

*Mandatory interim student records* are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

## **STUDENT RECORDS** (continued)

*Permitted student records* are those records having clear importance only to the current educational process of the student. (5 CCR 430)

*Disclosure* means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

*Access* means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

*Personally identifiable information* includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

*Adult student* is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

*Parent/guardian* means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

## **STUDENT RECORDS (continued)**

*Legitimate educational interest* is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.

*School officials and employees* are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

*Contractor or consultant* is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

*Custodian of records* is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

*County placing agency* means the county social service department or county probation department. (Education Code 49061)

### **Persons Granted Absolute Access**

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(cf. 6159 - Individualized Education Program)

### **Access for Limited Purpose/Legitimate Educational Interest**

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)

**STUDENT RECORDS** (continued)

2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

*(cf. 5113.1 - Chronic Absence and Truancy)*

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or a adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. The Student Aid Commission, for the purpose of providing the grade point average (GPA) of all district students in grade 12 to the Cal Grant postsecondary financial aid program, except when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA (Education Code 69432.9)

No later than October 15 each year, the Superintendent or designee shall notify each student in grade 12, and his/her parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission unless he/she opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

**STUDENT RECORDS** (continued)

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
12. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

**STUDENT RECORDS** (continued)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

14. Any foster family agency with jurisdiction over currently enrolled or former students for purposes of accessing those students' records of grades and transcripts and any individualized education program developed and maintained by the district (Education Code 49069.3)

*(cf. 6173.1 - Education for Foster Youth)*

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

*(cf. 6173 - Education for Homeless Children)*

16. An individual who completes items 1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)
17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))
18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)



## **STUDENT RECORDS (continued)**

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

*(cf. 5021 - Noncustodial Parents)*

### **Discretionary Access**

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

**STUDENT RECORDS** (continued)

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
  - a. The study is conducted in a manner that does not permit personal identification of parents/ guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
  - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
  - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

*(cf. 3600 - Consultants)*

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)

## **STUDENT RECORDS (continued)**

8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

### **De-identification of Records**

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

### **Process for Providing Access to Records**

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

## **STUDENT RECORDS (continued)**

When prior written consent from a parent/guardian is required by law, the parent/guardian shall provide a written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

### **Access Log**

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The log may include record of access by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

## **STUDENT RECORDS (continued)**

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

### **Duplication of Student Records**

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

*(cf. 3260 - Fees and Charges)*

### **Changes to Student Records**

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

*(cf. 5125.3 - Challenging Student Records)*

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

*(cf. 5145.3 - Nondiscrimination/Harassment)*

### **Retention and Destruction of Student Records**

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

*(cf. 5111 - Admission)*

**STUDENT RECORDS** (continued)

3. Sex of student
4. Name and address of parent/guardian of minor student
  - a. Address of minor student if different from the above
  - b. Annual verification of parent/guardian's name and address and student's residence

*(cf. 5111.1 - District Residency)*

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

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

7. Verification of or exemption from required immunizations

*(cf. 5141.31 - Immunizations)*

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

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

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

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

*(cf. 5141.32 - Health Screening for School Entry)*

**STUDENT RECORDS** (continued)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

*(cf. 6159 - Individualized Education Program)*

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

5. Language training records

*(cf. 6174 - Education for English Language Learners)*

6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information

8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action

9. Parent/guardian authorization or denial of student participation in specific programs

10. Results of standardized tests administered within the past three years

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

*(cf. 6162.52 - High School Exit Examination)*

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

*(cf. 6158 - Independent Study)*

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

*(cf. 5144 - Discipline)*

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices

## **STUDENT RECORDS (continued)**

### **6. Supplementary attendance records**

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

### **Transfer of Student Records**

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5119 - Students Expelled From Other Districts)*

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*



**STUDENT RECORDS** (continued)**Notification of Parents/Guardians**

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices to that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

*(cf. 5145.6 - Parental Notifications)*

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

## **STUDENT RECORDS (continued)**

*(cf. 5020 - Parent Rights and Responsibilities)*

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

### **Student Records from Social Media**

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
  - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian

**STUDENT RECORDS** (continued)

- b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

**Students**

AR 5141(a)

**HEALTH CARE AND EMERGENCIES****Emergency Contact Information**

In order to facilitate contact in case of an emergency or accident, the principal or designee shall annually request that parents/guardians provide the following information:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and email address, if applicable
4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency

*(cf. 5021 - Noncustodial Parents)*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5142 - Safety)*

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

**Notification/Consent for Medical Treatment**

Whenever a student requires emergency or urgent medical treatment while at school or a school-sponsored activity, the principal or designee shall contact the parent/guardian or other person identified on the emergency contact form in order to obtain consent for the medical treatment.

If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.

A person who has filed with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the district receives notice from the caregiver that the minor student is no longer living with the caregiver. (Family Code 6550)

*(cf. 5111.1 - District Residency)*

## **HEALTH CARE AND EMERGENCIES (continued)**

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

### **Automated External Defibrillators**

When an automated external defibrillator (AED) is placed in a district school, the Superintendent or designee shall ensure that there is a written plan in place which describes the procedures to be followed in the event of an emergency that may involve the use of an AED, including, but not limited to, requirements for immediate notification of the 911 emergency telephone number and trained office personnel at the start of the procedures. (Health and Safety Code 1797.196)

The Superintendent or designee shall annually provide school employees a brochure that describes the proper use of an AED and is approved in content and style by the American Heart Association or American Red Cross. Similar information shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus. (Health and Safety Code 1797.196)

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

The principal shall designate the trained employees who shall be available to respond to an emergency that may involve the use of an AED during the hours of classroom instruction or when a school-sponsored activity is occurring on school grounds. (Health and Safety Code 1797.196)

The Superintendent or designee shall ensure that all AEDs are maintained and regularly tested in accordance with applicable laws and the operation and maintenance guidelines set forth by the manufacturer, American Heart Association, and American Red Cross. (Health and Safety Code 1797.196)

Each AED shall be checked for readiness after each use and at least every 30 days if the AED has not been used in the preceding 30 days. The Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)

*(cf. 3580 - District Records)*

**Students**

AR 5141.21(a)

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS****Definitions**

*Authorized health care provider* means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

*Other designated school personnel* means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

*Emergency medical assistance for a student suffering an epileptic seizure* means the administration of an emergency antiseizure medication such as diazepam rectal gel and other emergency medications approved by the federal Food and Drug Administration for patients suffering from epileptic seizures. (Education Code 49414.7; 5 CCR 621)

*Epinephrine auto-injector* means a disposable drug delivery system with a spring-activated needle that is designed for emergency administration of epinephrine to provide rapid, convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis. (Education Code 49414)

*Anaphylaxis* means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

**Notifications to Parents/Guardians**

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

**Parent/Guardian Responsibilities**

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Providing parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49414.7, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)
3. If the student suffers from epilepsy, notifying the principal or designee whenever the student has had an emergency antiseizure medication administered to him/her within the past four hours on a school day. (Education Code 49414.7)
4. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

**Parent/Guardian Statement**

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority



**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

**Health Care Provider Statement**

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer auto-injectable epinephrine or prescribed diabetes or asthma medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49414.7, 49423, 49423.1; 5 CCR 602, 626)
2. The name of the medication (Education Code 49414.7, 49423, 49423.1; 5 CCR 602, 626)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49414.7, 49423, 49423.1; 5 CCR 602, 626)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
6. Possible side effects of the medication
7. Name, address, telephone number, and signature of the student's authorized health care provider

When authorizing a district employee to administer emergency antiseizure medication to a student, the authorized health care provider's written statement shall also include the following: (Education Code 49414.7; 5 CCR 626)

1. Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of the medication becomes necessary
2. Any potential adverse responses by the student and recommended mitigation actions, including when to call emergency services
3. A protocol for observing the student after a seizure, including, but not limited to, whether he/she should rest in the school office or return to his/her class and the length of time he/she should be under direct observation

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

4. A statement that, following a seizure, a school administrator or other staff member shall contact the school nurse and the student's parent/guardian to continue the observation plan

**District Responsibilities**

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
  - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained

*(cf. 5125 - Student Records)*

7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

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

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. Provide immediate medical assistance if needed and report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

**Additional Requirements for Management of Epileptic Seizures**

In addition to applicable provisions in the sections above, the Superintendent or designee shall make arrangements for assisting students with epilepsy who may suffer a seizure at school. Such arrangements shall include the following: (Education Code 49414.7; 5 CCR 620-627)

1. **Services or Accommodations:** Whenever a parent/guardian requests that a nonmedical district employee be trained to provide emergency medical assistance to his/her child, the parent/guardian shall be notified that the child may qualify for services or accommodations pursuant to 20 USC 1400-1482, the Individuals with Disabilities Education Act (IDEA), or 29 USC 794, Section 504 of the federal Rehabilitation Act of 1973 (Section 504).

*(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)*

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

The Superintendent or designee shall assist the parent/guardian to explore that option and shall encourage him/her to adopt the option if the student is determined to be eligible for such service or accommodation.

If the student's parent/guardian refuses to have him/her assessed for services or accommodations under IDEA or Section 504, the Superintendent or designee may develop an individualized health plan, seizure action plan, or other appropriate health plan designed to acknowledge and prepare for the student's health care needs in school.

2. Request for Volunteers: The Superintendent or designee shall distribute an electronic notice to school staff no more than twice per school year per student whose parent/guardian has requested provision of emergency medical assistance pursuant to Education Code 49414.7. The notice shall be in bold print and, in accordance with Education Code 49414.7, shall contain a description of the request for a volunteer school employee, the training that such volunteer school employee will receive, the voluntary nature of the program, and the timelines for the volunteer school employee to rescind his/her offer. No other means of soliciting volunteer school employees shall be conducted.

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

If no employee volunteers to administer emergency antiseizure medication to a student, the Superintendent or designee shall again notify the student's parent/guardian of the option to have the student assessed for services and accommodations under IDEA or Section 504.

3. Training: Any employee who volunteers to administer an emergency antiseizure medication shall receive from a licensed health care professional the training specified in 5 CCR 623 before administering such medication. The training shall include, but is not limited to:
  - a. Recognition and treatment of different types of seizures
  - b. Administration of an emergency antiseizure medication
  - c. Basic emergency follow-up procedures, including, but not limited to, a requirement for the principal or designee to call the emergency 911 telephone number and to contact the student's parent/guardian, but not necessarily to transport the student to an emergency room
  - d. Techniques and procedures to ensure student privacy

*(cf. 4131 - Staff Development)*

## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS** (continued)

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 5022 - Student and Family Privacy Rights)*

- When a trained employee has not administered an emergency antiseizure medication to a student within two years after completing the training and a student who may need the administration of an emergency antiseizure medication is enrolled in the school, the employee shall be retrained in order to retain the ability to administer an emergency antiseizure medication.
4. Notification of Administration: The Superintendent or designee shall establish a process for notifying the credentialed school nurse, or the Superintendent or designee as applicable, whenever an employee administers an emergency antiseizure medication to a student at a school site.
  5. Supervision of Volunteers: Volunteer school employees shall be supervised by a licensed health care professional in accordance with 5 CCR 627.

### **Emergency Epinephrine Auto-Injectors**

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414, and shall be based on the standards developed by the Superintendent of Public Instruction. Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

A school may accept gifts, grants, and donations from any source for the support of the school in carrying of the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

*(cf. 3290 - Gifts, Grants and Bequests)*

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

*(cf. 3580 - District Records)*

**Students**

AR 5141.3(a)

**HEALTH EXAMINATIONS**

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

*(cf. 5022 - Student and Family Privacy Rights)*  
*(cf. 5141.32 - Health Screening for School Entry)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 5145.6 - Parental Notifications)*

A parent/guardian may annually file with the principal a written statement withholding consent to the physical examination of his/her child. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

*(cf. 5112.2 - Exclusions from Attendance)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.26 - Tuberculosis Testing)*

**Vision Tests**

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in a district elementary school and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in the district in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

The vision appraisal shall include tests for visual acuity, including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

*(cf. 5125 - Student Records)*

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity and, in male students, color vision.
2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

**HEALTH EXAMINATIONS (continued)**

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the Superintendent of Public Instruction. The report shall not include a referral to any private practitioner. However, the student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

**Hearing Tests**

The Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

*(cf. 6159 - Individualized Education Program)*

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)



## **HEALTH EXAMINATIONS (continued)**

The Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the Superintendent and the County Superintendent of Schools. (17 CCR 2951)

### **Scoliosis Screening**

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

### **Type 2 Diabetes Information**

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their child's blood glucose to determine if he/she has type 2 diabetes or pre-diabetes.

*(cf. 5030 - Student Wellness)*

The Superintendent or designee shall provide parents/guardians of incoming students in grade 7 with an information sheet developed by the CDE regarding type 2 diabetes, which includes: (Education Code 49452.7)

1. A description of the disease and its risk factors and warning signs
2. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes be screened for the disease
3. A description of the different types of diabetes screening tests available
4. A description of treatments and prevention methods

**HEALTH EXAMINATIONS** (continued)

The information sheet may be provided with the annual parental notifications required pursuant to Education Code 48980. (Education Code 49452.7)

The Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

**Students**

BP 5141.4(a)

**CHILD ABUSE PREVENTION AND REPORTING**

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

*(cf. 1020 - Youth Services)*

*(cf. 5141.6 - School Health Services)*

*(cf. 6164.2 - Guidance/Counseling Services)*

**Child Abuse Prevention**

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6143 - Courses of Study)*

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

**Child Abuse Reporting**

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 5145.7 - Sexual Harassment)*

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

*(cf. 0450 - Comprehensive Safety Plan)*

**CHILD ABUSE PREVENTION AND REPORTING** (continued)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

*Legal Reference: (see next page)*

## **CHILD ABUSE PREVENTION AND REPORTING (continued)**

### *Legal Reference:*

#### EDUCATION CODE

32280-32288 *Comprehensive school safety plans*  
33195 *Heritage schools, mandated reporters*  
33308.1 *Guidelines on procedure for filing child abuse complaints*  
44252 *Teacher credentialing*  
44691 *Staff development in the detection of child abuse and neglect*  
44807 *Duty concerning conduct of students*  
48906 *Notification when student released to peace officer*  
48987 *Dissemination of reporting guidelines to parents*  
49001 *Prohibition of corporal punishment*  
51220.5 *Parenting skills education*  
51900.6 *Sexual abuse and sexual assault awareness and prevention*

#### PENAL CODE

152.3 *Duty to report murder, rape, or lewd or lascivious act*  
273a *Willful cruelty or unjustifiable punishment of child; endangering life or health*  
288 *Definition of lewd or lascivious act requiring reporting*  
11164-11174.3 *Child Abuse and Neglect Reporting Act*

#### WELFARE AND INSTITUTIONS CODE

15630-15637 *Dependent adult abuse reporting*

#### CODE OF REGULATIONS, TITLE 5

4650 *Filing complaints with CDE, special education students*

#### UNITED STATES CODE, TITLE 42

11434a *McKinney-Vento Homeless Assistance Act; definitions*

#### COURT DECISIONS

*Camreta v. Greene* (2011) 131 S.Ct. 2020

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve*

*Health Framework for California Public Schools, Kindergarten Through Grade Twelve*

#### WEB SITES

*California Attorney General's Office, Suspected Child Abuse Report Form:*

*[http://www.ag.ca.gov/childabuse/pdf/ss\\_8572.pdf](http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf)*

*California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss/ap>*

*California Department of Social Services, Children and Family Services Division:*

*<http://www.childsworld.ca.gov>*

*U.S. Department of Health and Human Services, Child Welfare Information Gateway:*

*<https://www.childwelfare.gov/can>*

**Students**

AR 5141.4(a)

**CHILD ABUSE PREVENTION AND REPORTING****Definitions**

*Child abuse or neglect* includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

*Child abuse or neglect* does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf. 3515.3 - District Police/Security Department)

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

**CHILD ABUSE PREVENTION AND REPORTING (continued)**

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

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

(cf. 6145.2 - *Athletic Competition*)

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

*Mandated reporters* include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

*Reasonable suspicion* means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

**Reportable Offenses**

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

## **CHILD ABUSE PREVENTION AND REPORTING (continued)**

### **Responsibility for Reporting**

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

*(cf. 1240 - Volunteer Assistance)*

### **Reporting Procedures**

#### **1. Initial Telephone Report**

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Colusa County Child Protective Services

(Name of appropriate agency)

251 E. Webster Street, Colusa, CA 95932

(Address)

(530) 458-0280

(Phone number)

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.



**CHILD ABUSE PREVENTION AND REPORTING (continued)**

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

## **CHILD ABUSE PREVENTION AND REPORTING (continued)**

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

### **Training**

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

### **Victim Interviews by Social Services**

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on

## **CHILD ABUSE PREVENTION AND REPORTING (continued)**

school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

### **Release of Child to Peace Officer**

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

### **Parent/Guardian Complaints**

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in

## **CHILD ABUSE PREVENTION AND REPORTING (continued)**

writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

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

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

*(cf. 1312.3 - Uniform Complaint Procedures)*

### **Notifications**

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

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

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

**CHILD ABUSE PREVENTION AND REPORTING (continued)**

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

**Students**

BP 5144.1(a)

**SUSPENSION AND EXPULSION/DUE PROCESS**

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

*(cf. 5131 - Conduct)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5131.2 - Bullying)*

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

*(cf. 5112.5 - Open/Closed Campus)*

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

**Appropriate Use of Suspension Authority**

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

*(cf. 1020 - Youth Services)*

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

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

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6164.5 - Student Success Teams)*

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

### **On-Campus Suspension**

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

### **Authority to Expel**

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

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

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

### **Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

*(cf. 5119 - Students Expelled from Other Districts)*

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

BP 5144.1(d)



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

### **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

*(cf. 0460 - Local Control and Accountability Plan)*

*Legal Reference: (see next page)*

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Legal Reference:*

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

*Legal Reference continued: (see next page)*

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

### *Legal Reference: (continued)*

#### PENAL CODE (continued)

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

#### WELFARE AND INSTITUTIONS CODE

729.6 Counseling

#### UNITED STATES CODE, TITLE 18

921 Definitions, firearm

#### UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7151 Gun-free schools

#### UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

#### COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

#### ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

### *Management Resources:*

#### CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

#### WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

**Students**

AR 5144.1(a)

**SUSPENSION AND EXPULSION/DUE PROCESS****Definitions**

*Suspension* means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

*Expulsion* means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

**Notice of Regulations**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

**Grounds for Suspension and Expulsion: Grades K-12**

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

*(cf. 5131.6 - Alcohol and Other Drugs)*

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

*(cf. 5131.62 - Tobacco)*

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

*Imitation firearm* means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

*Hazing* means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

*Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

*Electronic act* means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

*Reasonable student* means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

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

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

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

### **Additional Grounds for Suspension and Expulsion: Grades 4-12**

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Sexual harassment* means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - *Sexual Harassment*)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

*Hate violence* means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - *Hate-Motivated Behavior*)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - *Nondiscrimination/Harassment*)

### **Suspension from Class by a Teacher**

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

### **Suspension by Superintendent, Principal or Principal's Designee**

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

*(cf. 5125 - Student Records)*

### **Length of Suspension**

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

*(cf. 6184 - Continuation Education)*

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

### **Due Process Procedures for Suspension**

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the available evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
  - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

*(cf. 6173.1 - Education for Foster Youth)*

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

*(cf. 6173 - Education for Homeless Children)*

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

**Suspension by the Board**

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

*(cf. 9321 - Closed Session Purposes and Agendas)*

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice,

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

**On-Campus Suspension**

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

**Superintendent or Principal's Authority to Recommend Expulsion**

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

**Student's Right to Expulsion Hearing**

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

### **Stipulated Expulsion**

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

### **Rights of Complaining Witness**

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

### **Written Notice of the Expulsion Hearing**

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

*(cf. 5119 - Students Expelled from Other Districts)*

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

*Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

*Nonattorney adviser* means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

**Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students**

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)



## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

### **Conduct of Expulsion Hearing**

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
  - a. Any complaining witness shall be given five days' notice before being called to testify.
  - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
  - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
  - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
  - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
  - (3) The person conducting the hearing may:
    - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
    - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
    - (c) Permit one of the support persons to accompany the complaining witness to the witness stand

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

### **Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

### **Final Action by the Board**

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

*(cf. 9321.1 - Closed Session Actions and Reports)*

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

### **Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

**Decision to Suspend Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

**Appeal**

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

**Notification to Law Enforcement Authorities**

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

## **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### **Placement During Expulsion**

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

*(cf. 6158 - Independent Study)*

*(cf. 6185 - Community Day School)*

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### **Readmission After Expulsion**

Prior to the date set by the Board for the student's readmission:



### **SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

### **Maintenance of Records**

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

**SUSPENSION AND EXPULSION/DUE PROCESS** continued)

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

*(cf. 5119 - Students Expelled from Other Districts)*

**Instruction**

AR 6145.2(a)

**ATHLETIC COMPETITION****Nondiscrimination and Equivalent Opportunities in the Athletic Program**

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

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

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

*(cf. 5125 - Student Records)*

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments

**ATHLETIC COMPETITION** continued)

- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex
  - c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
- 2. The provision and maintenance of equipment and supplies
  - 3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
  - 4. Travel and per diem allowances
  - 5. Opportunities to receive coaching and academic tutoring
  - 6. Assignment and compensation of coaches and tutors
  - 7. Provision of locker rooms, practice facilities, and competitive facilities
  - 8. Provision of medical and training facilities and services
  - 9. Provision of housing and dining facilities and services
  - 10. Publicity
  - 11. Provision of necessary funds

Beginning with the 2015-16 school year and every year thereafter, each school that offers competitive athletics shall post the following information on its school web site, or on the district web site if the school does not have a web site, at the end of the school year: (Education Code 221.9)

- 1. The total enrollment of the school, classified by gender
- 2. The number of students enrolled at the school who participate in competitive athletics, classified by gender

### **ATHLETIC COMPETITION (continued)**

3. The number of boys' and girls' teams, classified by sport and by competition level

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

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

*(cf. 3580 - District Records)*

### **Health and Safety**

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

*(cf. 5145.6 - Parental Notifications)*

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response.

*(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)*

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the

## **ATHLETIC COMPETITION (continued)**

full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, *full-contact practice* means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

### **Parental Notifications**

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

*(cf. 1312.3 - Uniform Complaint Procedures)*

2. Includes a copy of the Athletes' Bill of Rights pursuant to Education Code 271
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

*(cf. 3530 - Risk Management/Insurance)*

4. Provides information about insurance protection pursuant to Education Code 32221.5

*(cf. 5143 - Insurance)*

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

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

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

*(cf. 5144 - Discipline)*

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

7. Includes a copy of the local California Interscholastic Federation (CIF) league rules

**ATHLETIC COMPETITION** (continued)

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency

*(cf. 5131.63 - Steroids)*

**Instruction**

BP 6158(a)

**INDEPENDENT STUDY**

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

*(cf. 5147 - Dropout Prevention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6200 - Adult Education)*

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

*(cf. 0420.4 - Charter School Authorization)*

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

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.

The minimum period of time for any independent study option shall be five consecutive school days.

**Written Agreements**

The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)



## **INDEPENDENT STUDY (continued)**

The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

### **Student-Teacher Conferences**

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.

Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.

### **Home-Based Independent Study**

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

## **INDEPENDENT STUDY (continued)**

(cf. 0500 - Accountability)  
(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - State Academic Achievement Tests)  
(cf. 6162.52 - High School Exit Examination)

### *Legal Reference:*

#### EDUCATION CODE

17289 Exemption for facilities  
41976.2 Independent study programs; adult education funding  
42238 Revenue limits  
42238.05 Local control funding formula; average daily attendance  
44865 Qualifications for home teachers and teachers in special classes and schools  
46200-46208 Instructional day and year  
46300-46307.1 Methods of computing average daily attendance  
47612.5 Independent study in charter schools  
48204 Residency  
48206.3 Home or hospital instruction; students with temporary disabilities  
48220 Classes of children exempted  
48340 Improvement of pupil attendance  
48915 Expulsion; particular circumstances  
48916.1 Educational program requirements for expelled students  
48917 Suspension of expulsion order  
49011 Student fees  
51225.3 Requirements for high school graduation  
51745-51749.6 Independent study programs  
52522 Adult education alternative instructional delivery  
52523 Adult education as supplement to high school curriculum; criteria  
56026 Individuals with exceptional needs  
58500-58512 Alternative schools and programs of choice

#### FAMILY CODE

6550 Authorization affidavits

#### CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

19819 State audit compliance

#### UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

#### COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

#### EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

*Management Resources: (see next page)*

## **INDEPENDENT STUDY (continued)**

### *Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Elements of Exemplary Independent Study*

*Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for Independent Study in Secondary Schools, January 28, 2010*

### *WEB SITES*

*California Consortium for Independent Study: <http://www.ccis.org>*

*California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>*

*Education Audit Appeals Panel: <http://www.eaap.ca.gov>*

**Instruction**

AR 6158(a)

**INDEPENDENT STUDY****Educational Opportunities**

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction  
(*cf. 6143 - Courses of Study*)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel  
(*cf. 5112.3 - Student Leave of Absence*)
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

(*cf. 0420.4 - Charter School Authorization*)  
 (*cf. 6142.4 - Service Learning/Community Service Classes*)  
 (*cf. 6181 - Alternative Schools/Programs of Choice*)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(*cf. 5113 - Absences and Excuses*)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(*cf. 6146.1 - High School Graduation Requirements*)

**Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

## **INDEPENDENT STUDY (continued)**

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

### **Eligibility for Independent Study**

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

*(cf. 6183 - Home and Hospital Instruction)*

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

## **INDEPENDENT STUDY (continued)**

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

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

*(cf. 6184 - Continuation Education)*

### **Master Agreement**

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

## **INDEPENDENT STUDY (continued)**

7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

The signed, dated agreement may be maintained on file electronically. (Education Code 51747)

## **Course-Based Independent Study**

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential, meet the requirements for highly qualified teachers pursuant to 20 USC 6301, and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

*(cf. 4112.2 - Certification)*

*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

**INDEPENDENT STUDY (continued)**

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.
4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

*(cf. 5125 - Student Records)*

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

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

7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.



**INDEPENDENT STUDY (continued)**

9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

*(cf. 3260 - Fees and Charges)*

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student

## **INDEPENDENT STUDY (continued)**

6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

### **Monitoring Student Progress**

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

### **Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator include, but are not limited to:

**INDEPENDENT STUDY (continued)**

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students in to and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

**Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs at the applicable grade span in the district, unless a new higher or lower grade span ratio for all other educational programs offered within the grade span is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative grade span ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below

**INDEPENDENT STUDY (continued)**

5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*

**Records**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

*(cf. 3580 - District Records)*

**INDEPENDENT STUDY** (continued)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

**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 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 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)*

On or before September 30 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 CRR 857-858. (5 CCR 857-858)

The Superintendent or designee also shall appoint test examiner(s) to administer the state 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. (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 shall not be eligible to be that student's translator or scribe. (5 CCR 850)

Test coordinators, examiners, proctors, translators, and scribes shall sign a test security agreement or affidavit. (5 CCR 859)

## STATE ACADEMIC ACHIEVEMENT TESTS (continued)

### Tests Included in the State Assessment System

The district shall administer the following CAASPP assessments: (Education Code 60640)

1. The Smarter Balanced Assessment Consortium assessments 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.

*(cf. 6174 - Education for English Language Learners)*

- b. Students with disabilities who are unable to participate in these assessments, even with the resources described in the section "Testing Variations" below, may be provided an alternate test in accordance with 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

*(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:

- a. California Alternate Assessment in English language arts and mathematics
  - b. For the science assessment, either the California Alternate Performance Assessment or California Modified Assessment, in accordance with the student's IEP

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)

**STATE ACADEMIC ACHIEVEMENT TESTS (continued)**

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 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)*

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 testing windows: (5 CCR 855)

1. Assessments in English language arts and mathematics shall not be administered until at least 66 percent of the school's annual instructional days have been completed for grades 3-8, or at least 80 percent of the annual instructional days for grade 11, and may continue up to and including the last day of instruction for the regular school calendar.
2. Alternate assessments for students with disabilities and science assessments for all students shall be administered during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days.
3. The primary language assessment shall be administered to English learners within the testing window specified in item #2.

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



## **STATE ACADEMIC ACHIEVEMENT TESTS (continued)**

### **Testing Variations**

Assessments shall be administered in accordance with the manuals or other instructions provided by the test contractor and 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. (5 CCR 850, 853.5, 853.7)

Designated supports or accommodations provided to students with disabilities shall be those specified in their IEP or Section 504 plan. (5 CCR 850, 853.5)

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)

### **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)

**Instruction**

AR 6173(a)

**EDUCATION FOR HOMELESS CHILDREN****Definitions**

*Homeless students* means students who lack a fixed, regular, and adequate nighttime residence and includes: (42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement

(cf. 6173.1 - Education for Foster Youth)

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above
5. Unaccompanied youth who are not in the physical custody of a parent or guardian

*School of origin* means the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 USC 11432)

*Best interest* means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. (42 USC 11432)

**District Liaison**

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

\_\_\_\_ School Nurse  
 (title or position)  
 \_\_\_\_ 745 10<sup>th</sup> Street, Colusa, CA 95932  
 (address)  
 \_\_\_\_ (530)458-7791  
 (phone number)

**EDUCATION FOR HOMELESS CHILDREN (continued)**

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel and through coordinated activities with other entities and agencies

*(cf. 1400 - Relations between Other Governmental Agencies and the Schools)*

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

*(cf. 5141.6 - School Health Services)*

2. Ensure that homeless students enroll in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and students receive educational services for which they are eligible
4. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

*(cf. 5145.6 - Parental Notifications)*

5. Disseminate notice of the educational rights of homeless students in district schools that provide services to homeless children and at places where they receive services, such as schools, family shelters, and hunger relief agencies (soup kitchens)
6. Mediate enrollment disputes in accordance with law, Board policy, and administrative regulation
7. Fully inform parents/guardians of all transportation services

*(cf. 3250 - Transportation Fees)*

*(cf. 3541 - Transportation Routes and Services)*

8. When notified pursuant to Education Code 48918.1, assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion

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

9. When notified pursuant to Education Code 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability

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

**EDUCATION FOR HOMELESS CHILDREN (continued)**

10. Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records

**Enrollment**

The district shall make placement decisions for homeless students based on the student's best interest. In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness or, if the student moves into permanent housing, until the end of any academic year in which he/she moves into permanent housing. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

When making a placement decision for a homeless student, the Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice, even if the parent/guardian is unable to provide the school with the records normally required for enrollment. (42 USC 11432)

*(cf. 5111.1 - District Residency)*

*(cf. 5125 - Student Records)*

*(cf. 5141.31 - Immunizations)*

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations or records for the student. (42 USC 11432)

## **EDUCATION FOR HOMELESS CHILDREN (continued)**

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. (42 USC 11432)

### **Resolving Enrollment Disputes**

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand. The written explanation shall include:

1. The district liaison's contact information
2. A description of the district's placement decision
3. Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities
4. Notice of the parent/guardian's right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education

The district liaison shall work to resolve an enrollment dispute as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

In working with a student's parents/guardians to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records

## **EDUCATION FOR HOMELESS CHILDREN (continued)**

5. Provide them the outcome of the dispute for their records

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

### **Transfer of Coursework and Credits**

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

*(cf. 6143 - Courses of Study)*

### **Exemption from District Graduation Requirements**

To obtain a high school diploma, a homeless student shall pass the high school exit examination in English language arts and mathematics, complete all courses required by Education Code 51225.3, and fulfill any additional graduation requirement prescribed by the Governing Board.

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6162.52 - High School Exit Examination)*

**EDUCATION FOR HOMELESS CHILDREN (continued)**

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or by the district liaison on behalf of the student. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges

**EDUCATION FOR HOMELESS CHILDREN (continued)**

3. Upon agreement with the homeless student or, the person holding the right to make educational decisions for him /her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

**Eligibility for Extracurricular Activities**

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*



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**COLUSA UNIFIED SCHOOL DISTRICT**

**ARCHITECTURAL NEXUS, INC.**

## EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT

**DOCUMENTS BOUND HEREWITH**

<b>Exhibit A:</b>	<b>Construction Budget, Project Schedule and A-E Fees</b>
<b>Exhibit B:</b>	<b>Reimbursable Expenses and Hourly Fees for Extra Services</b>
<b>Exhibit C:</b>	<b>A-E's Sub-consultants</b>
<b>Exhibit D:</b>	<b>Scope of Services and Deliverables</b>
<b>Exhibit E:</b>	<b>DOJ Certification and List of Employees Authorized On School Campuses</b>

**Exhibit B: Reimbursable Expenses and Hourly Fees for Extra Services**

## Exhibit D: Scope of Services and Deliverables

**Exhibit E: DOJ Certification and List of Employees Authorized On School Campuses**

COLUSA UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES

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1 COLUSA UNIFIED SCHOOL DISTRICT

2  
3 AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES

4  
5 EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT

6  
7 This agreement is contingent upon Colusa Unified School District Board approval and  
8 will not be valid unless approved.  
9

10 THIS AGREEMENT, made in three copies on August 11, 2015 by and between Colusa  
11 Unified School District "CUSD", hereinafter called "Owner", and Architectural Nexus, Inc.,  
12 hereinafter called the "Architect-Engineer" or the "A-E", which represents and warrants that it is  
13 duly licensed under the laws of the State of California to practice architecture and engineering in  
14 the State of California.  
15

16 Owner desires to retain Architectural and Engineering to provide complete services for  
17 the Project as defined below, including but not limited to the following services: schematic  
18 design, design development, construction documents, award and bidding, construction phase  
19 and closeout services to develop, design, implement and complete the Project.  
20

21  
22 **ARTICLE 1. DEFINITIONS**

23  
24 OWNER: Colusa Unified School District.  
25

26 ARCHITECT-ENGINEER (A-E): Architectural Nexus, Inc. The organization or individual  
27 providing those professional design services set forth herein and associated with the Egling  
28 Middle School Paving and Choir Portable Replacement project, as defined below.  
29

30 OWNER'S PROGRAM MANAGER (PM) – Capital Program Management, Inc. (CPM): The  
31 agent appointed by Owner as Owner's representative(s) to provide overall program management  
32 during the design and construction phases of the Project. For purposes of this Agreement, the  
33 PM shall have the authority to direct the work and minor changes to the Project, except that the  
34 terms of this Agreement shall not be modified without the approval of Owner.  
35

36 CONTRACTOR: The construction contractor who receives the contract award for  
37 construction of the Project, as defined below.  
38

39 PROJECT: Egling Middle School Paving and Choir Portable Replacement  
40

41 PROJECT BUDGET: The total available funding as appropriated through the State School  
42 Facilities Program, local bond measure, or other means to be used for the design and  
43 construction of the Project. It is the intent of Owner that the Project Budget include all costs for



1 design, engineering, construction, inspection, technical consultant, surveys, testing, project  
2 management, Project contingencies, furniture and equipment, and such administrative costs of  
3 Owner as shall be deemed appropriate.  
4

5 CONSTRUCTION BUDGET: The total available funding for work to be performed by  
6 construction contractors, excluding change orders.  
7

8 ESTIMATE: A-E's opinion of probable construction costs if the Project were to be put out  
9 to bid during the time specified in the Estimate.  
10

11 CONTRACT DOCUMENTS: Contract Documents as used in this Agreement and intended  
12 for construction shall include the Notice to Bidders, the Instructions for Bidders, the Proposal  
13 Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond,  
14 the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical  
15 Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, change  
16 orders, Supplemental Drawings, Architect's Instruction Bulletins ("AIB's").  
17  
18

## 19 **ARTICLE 2. BUDGETS AND ESTIMATES**

20

21 A. The Construction Budget is established in attached Exhibit A.  
22

23 B. A-E shall design the Project in a manner that it can be constructed for a cost within the  
24 Construction Budget.  
25

26 C. A-E shall follow the Owner's Facility Design Standards and programmatic requirements  
27 and selection of materials, systems, and components affecting the quality of construction.  
28

29 D. In accordance with Article 10 and Exhibit D, A-E shall prepare estimates of Project  
30 Construction Costs at the following phases:  
31

32 1. A-E shall perform a Conceptual Estimate of the Project Construction Phase at the  
33 end of Schematic Design phase and submit it to the Owner for review.  
34

35 2. A-E shall perform a Design Development Estimate of the Project Construction Cost  
36 and submit it to Owner for review.  
37

38 3. A-E shall perform a 50% Construction Document Estimate of the Project  
39 Construction Cost and submit it to Owner for review.  
40

41 4. A-E shall perform a 100% Construction Document Estimate of the Project  
42 Construction Cost and submit it to Owner for review.  
43

1           5.       In the event of redesign required by project bidding over the Project Construction  
2           Cost in the approved Construction Budget, A-E shall revise the design documents at their  
3           sole expense and shall perform a revised 100% Construction Document Estimate of the  
4           Project Construction Cost and submit it to Owner for review.  
5  
6

7       **ARTICLE 3. BASIC SERVICES OF THE A-E**  
8

9           A-E's Basic Services shall include all work described herein for the development of  
10          schematic design and design development documents, Construction Documents including  
11          complete and coordinated drawings, details and notes, and specifications, together with the  
12          Estimate, construction administration and field observation of actual construction of the Project,  
13          all in accordance with this Agreement, Owner's Facility Design Standards, and applicable laws  
14          and regulations.  
15

16          One (1) set of completed documents for each phase (SD's, DD's, and 100% CD's) shall be  
17          sent to the Owner for progress review and comment. The Owner is under contract with a local  
18          reproduction company, which shall be utilized by the A-E for printing and distribution of these  
19          progress review documents at the Owner's expense. In addition, one (1) copy of each is to be  
20          sent to a pre-determined Cloud-based electronic posting.  
21

22          A-E's Basic Services shall be divided into the following components:  
23

24       A.       Schematic Design Phase  
25

26           1.       A-E shall review site surveys, existing record documents, seismic data, mechanical,  
27           geotechnical and other test reports, environmental documents and any other tests or  
28           reports furnished to A-E pursuant to Article 9 of this Agreement. After examining the site,  
29           A-E shall advise Owner as to whether such data is sufficient for purposes of design or  
30           whether additional data is needed. If additional data is needed, A-E shall recommend and  
31           specify the manner in which the necessary information/data shall be provided and  
32           needed services be obtained.  
33

34           2.       A-E shall prepare base drawings that thoroughly document existing site  
35           conditions, including any structures or appurtenances that have been added to buildings  
36           or site without proper Division of the State Architect (DSA) approval, and any evidence of  
37           deterioration visible from the exterior of the building or from occupied spaces of the  
38           building due to dryrot, termite, or other environmental damage, in order to minimize  
39           changes due to unforeseen site conditions during construction. Where existing conditions  
40           are concealed, A-E shall make reasonable recommendations to Owner as to whether such  
41           conditions should be exposed and, if so, the specific extent of such exposure. Owner may,  
42           but need not, follow A-E's recommendations. If Owner takes action to expose concealed  
43           conditions, A-E shall proceed with investigating and taking measurements.



1  
2 3. As applicable to the Project, the A-E shall prepare schematic design documents  
3 based on the scope of work approved by Owner, schedule, and Construction Budget for  
4 the Project. The schematic design documents shall establish the conceptual design of the  
5 Project illustrating the scale and relationship of the Project components. At the A-E's  
6 option, or at the request of the Owner, the Schematic Design documents may include  
7 study models, perspective sketches, electronic modeling or combinations of these media.  
8 Preliminary selections of major building systems and construction materials shall be  
9 noted on the drawings and described in writing.

10  
11 4. Owner shall approve the schematic design documents in writing prior to A-E  
12 beginning the Design Development document phase. A-E may be required to present  
13 schematic design documents to Site Committee, if applicable prior to approval.  
14

15 B. Design Development Document Phase

16  
17 1. A-E shall prepare design development documents based on the approved  
18 schematic design documents and updated Construction Budget. The design development  
19 documents shall illustrate and describe the refinement of the design of the Project,  
20 establishing the scope, relationships, form, size and appearance of the Project by means  
21 of plans, sections, elevations, typical construction details, and equipment layouts. The  
22 design development documents shall include specifications that identify major materials  
23 and systems and establish their quality levels.  
24

25 2. Perform detailed field survey, assessment and evaluation of school site, buildings,  
26 and surrounding neighborhood to verify and establish basis for existing conditions. For  
27 constructability and to fully coordinate existing conditions into the Construction  
28 Documents to be prepared by A-E, A-E shall investigate and take measurements of  
29 observable existing conditions and facilities.  
30

31 3. A-E shall advise and assist Owner in applying for and obtaining required approvals  
32 from all applicable governmental agencies having jurisdiction in a timely manner so as not  
33 to delay the Project.  
34

35 4. A-E shall obtain Owner's approval of the design development documents and  
36 Estimate in writing prior to A-E beginning the Construction Documents phase. A-E may be  
37 required to present design development drawings to Site Committee, if applicable prior  
38 to approval.  
39

40 C. Construction Document Phase

41  
42 1. A-E shall prepare, based on the approved design development documents and any  
43 further adjustment in the scope or quality of the Project authorized by Owner, working

1 drawings, plans and specifications setting forth in detail and prescribing the work to be  
2 done and the materials, workmanship, finishes, and equipment required for the  
3 architectural, structural, mechanical, civil, landscape, and electrical service connected  
4 equipment (the Construction Documents).  
5

6 2. When the Construction Documents are fully coordinated and the quality control  
7 review is completed, A-E shall notify the Owner that the Construction Documents are  
8 ready for third party review. A-E shall cooperate with Owner in submitting the  
9 Construction Documents to a third party for peer review and shall incorporate agreed  
10 upon third party peer review comments into the Construction Documents prior to  
11 submitting the documents to DSA. If any peer review comment is rejected by A-E and a  
12 change order is later required to resolve a deficiency in the Construction Documents that  
13 would have been addressed by the rejected peer review comment, A-E shall be liable for  
14 all expense of the change order.  
15

16 3. A-E shall be responsible for coordinating its specifications with Division 0 and 1  
17 documents supplied by Owner.  
18

19 4. The Construction Documents shall be consistent with a design that can be  
20 constructed within the Construction Budget.  
21

22 5. A-E shall advise and assist Owner in applying for and obtaining required approvals  
23 from all applicable governmental agencies having jurisdiction in a timely manner so as not  
24 to delay the Project. The A-E shall use its best efforts but shall not be responsible for  
25 governmental plan check scheduling delays.  
26

27 D. Storm Water Prevention  
28

29 1. A-E acknowledges that all California school districts are now obligated to develop  
30 and implement the following storm water requirements, without limitation:  
31

32 a) A municipal Separate Storm Sewer System (MS4). An MS4 is a system of  
33 conveyances used to collect or convey storm water, including, without limitation,  
34 catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

35 b) A Storm Water Pollution Prevention Plan (SWPPP) at

36 (1) Sites where Owner engages in maintenance (e.g., fueling, cleaning,  
37 repairing) of transportation activities;

38 (2) Construction sites where one or more acres of soil will be disturbed  
39 or where each Project is part of a larger common plan of  
40 development that disturbs one or more acres of soil.



1  
2 A-E shall conform its design work with Owner's storm water requirements indicated  
3 above, that are approved by Owner and applicable to the Project, at no additional cost to Owner.  
4 In addition, as required, A-E shall develop a grading and drainage plan and a site plan from  
5 architectural information showing a final development of the site. This drawing will also include  
6 a horizontal and vertical control plan and a utility infrastructure plan. The Services described in  
7 this Article 3.D shall be provided by a professional civil engineer who contracts with or is an  
8 employee of A-E. Owner, at its sole discretion, may pay A-E for Extra Services to comply with this  
9 provision if the Services required are in excess of those normally required for services of the type  
10 in this Agreement.

11  
12 E. Bid and Award Phase

13  
14 1. A-E shall assist Owner during bid and award phase as follows:

- 15  
16 a) Attendance at and participation in pre-bid meetings.  
17  
18 b) Responding to technical questions from bidders in a timely manner so as  
19 not to delay their ability to prepare accurate bids.  
20  
21 c) Preparation of addenda as appropriate or requested by Owner.  
22  
23 d) Participate in interviews of Project Inspectors or Special Inspectors as  
24 requested by Owner for DSA approval.  
25

26 F. Construction Phase

27  
28 1. A-E shall provide general direction to a Project Inspector (Inspector) employed by  
29 and responsible to Owner, as required by the Education Code and the California Building  
30 Standards Code published by the ICBO, California Building code, California Code of  
31 Regulations, Title 24. A-E shall advise the Inspector and Contractor in the preparation of  
32 a marked set of prints (record documents), indicating actual as-built conditions,  
33 dimensioned location of rooftop equipment, pipe, conduit, raceways, and buried utility  
34 lines within the limits of construction, and other adjacent construction features, which  
35 shall be forwarded to A-E for Owner upon completion of the Project.  
36

37 2. A-E shall administer the construction phase, as required by this Agreement, the  
38 Contract Documents, and the applicable statutes and regulations. A-E shall comply with  
39 all time lines set forth in the Contract Documents for its construction phase services. A-E  
40 shall observe and become familiar with the general quality of construction and report in  
41 writing to Owner any observed instance where the materials, workmanship, or the  
42 general quality of construction is not in conformance with the Contract Documents, the



1 California Building Standards Code requirements, or generally accepted industry  
2 standards of quality.

3  
4 3. In providing Services during the construction phase, A-E shall employ individuals  
5 on the Project to whom Owner has no reasonable objection. In the event Owner has a  
6 reasonable objection to any employee of A-E performing work on the Project, it shall  
7 notify A-E, which shall promptly cause the individual to be removed from the Project.

8  
9 4. A-E, as a representative of Owner, shall make visits to the site at least once per  
10 week to render architectural observations in order to: (1) become generally familiar with,  
11 and to keep Owner informed about, the progress and quality of the portion of the Project  
12 completed; (2) endeavor to guard Owner against nonconforming work and deficiencies in  
13 the work; and (3) determine in general if the work is being performed in a manner  
14 indicating that the work, when fully completed, will be in accordance with the Contract  
15 Documents. A-E shall attend weekly on-site construction meetings and shall otherwise  
16 be available to Owner and the Inspector for site meetings on an "as-needed" basis.

17  
18 5. A-E shall not be required to make exhaustive or continuous on-site inspections to  
19 check the quality or quantity of the work. A-E shall neither have control over or charge  
20 of, nor be responsible for, the construction means, methods, techniques, sequences or  
21 procedures, or for safety precautions and programs in connection with the work, since  
22 these are solely Contractor's rights and responsibilities under the Contract Documents.

23  
24 6. A-E shall make regular reports as may be required by applicable state agencies;  
25 review submittals and shop drawings for conformance with design intent; review  
26 Requests for Information (RFI's) and promptly issue responses; review requests for  
27 substitution of materials, equipment, and the laboratory reports thereof; assist in the  
28 preparation of change orders, if any, in a format acceptable to the DSA, for written  
29 approval of Owner; provide a color schedule of all materials in the Project for Owner's  
30 review and approval; assist in determining date of final completion; make final review of  
31 the Project; review (i) written guarantees to ensure compliance with contract  
32 requirements, (ii) instruction books, (iii) diagrams, and (iv) charts required of the  
33 Contractor; issue A-E's certificate of completion and final certificate for payment; and  
34 provide all close-out documentation required by applicable state agencies, as well as  
35 record documents, within sixty (60) days of Owner's Notice of Completion.

36  
37 7. A-E shall compose and submit Construction Change Documents (CCD) in  
38 accordance with DSA IR A-6.

39  
40 8. A-E shall submit an interim Architect Engineer Verified Report (form DSA 6-AE) to  
41 DSA and a copy to the Project Inspector for each of the applicable sections of the form  
42 DSA 152 within twenty-four (24) hours to avoid delay of progress of work, prior to the

1 project inspector signing off that section of the project inspection card, and in accordance  
2 with DSA PR 13-01.

3  
4 9. A-E shall review Contractor's applications for payment and certify the amounts  
5 due Contractor and shall issue certificates for payment in such amounts. A-E's  
6 certification for payment shall constitute a representation to Owner, based on A-E's  
7 evaluation of the work and on the data comprising Contractor's application for payment,  
8 that the work has progressed to the point indicated and that, to the best of the A-E's  
9 knowledge, information, and belief, the quality of the work is in accordance with the  
10 Contract Documents. The foregoing representations are subject to: (1) evaluation of the  
11 work at subsequent milestones, including, without limitation at final completion; (2) the  
12 results of subsequent tests and inspections; (3) correction of minor deviations from the  
13 Contract Documents; and, (4) any specific qualifications expressed by the A-E.

14  
15 10. A-E shall interpret the Contract Documents and decide matters concerning  
16 performance of Contractor and/or Owner under the requirements of the Contract  
17 Documents, on written request of either Owner or Contractor and advise Owner. A-E's  
18 response to such requests shall be made with reasonable promptness and within any time  
19 limits agreed upon or set forth in the Contract Documents. Interpretations and decisions  
20 of the A-E shall be consistent with the intent of and reasonably inferable from the  
21 Contract Documents and shall be in writing or in the form of drawings. When making  
22 such interpretations and decisions, A-E shall endeavor to secure faithful performance by  
23 both Owner and Contractor, and shall not show partiality to either.

24  
25 11. At Owner's written request, A-E shall assist Owner with any claim resolution  
26 process involving Contractor and Owner, including, without limitation, serving as a  
27 witness or providing other Professional Services relating to hearings or other legal  
28 proceedings.

29  
30 a) The parties recognize that this clause is a means of expediting resolution  
31 of claims among Owner, Contractor and A-E. However, it is understood that  
32 Contractor is not an intended third party beneficiary of this clause.

33  
34 b) Compensation for these Extra Services under this Paragraph 11 of Article  
35 3.F shall be provided as set forth in the payment provisions for Extra Services  
36 under Articles 11 and 12.

37  
38 c) At Owner's sole discretion, payment for these A-E Extra Services in claim  
39 resolution may be withheld pending the outcome of any settlement. To the extent  
40 that A-E is held responsible for the claim after a final determination is made in  
41 accordance with Article 20 of this Agreement, a proportion of the payment for  
42 these Extra Services may be permanently withheld.  
43



1 d) Nothing in this Article shall in any way limit Owner's rights and remedies  
2 under this Agreement against A-E for any errors or omissions or breaches of any  
3 kind related to this Agreement or A-E's responsibilities under it.  
4

5 12. The A-E agrees to continue to work diligently to completion so long as progress  
6 payments continue to be made except for those amounts which are withheld and which  
7 are in dispute under this Agreement.  
8

9 G. Post Construction Phase  
10

11 A-E shall perform a follow-up review of the entire Project and prepare and deliver a  
12 written report to Owner on apparent deficiencies in construction not later than one (1) month  
13 prior to the expiration of the General Construction Contract guarantee period for the Project.  
14  
15

16 **ARTICLE 4. PROFESSIONAL SERVICES OF THE A-E**  
17

18 A. A-E accepts the relationship of trust and confidence established between Owner and A-E  
19 by this Agreement. A-E represents that it is familiar with the statutes, regulations, and design  
20 requirements applicable to public school construction; that all of its work will conform to current  
21 professional practices and standards regarding such requirements; and that A-E will exercise due  
22 professional care and will cooperate with any consultant also employed by Owner in connection  
23 with the Project. A-E agrees to perform its work with the skill and judgment of a prudent school  
24 designer practicing in the State of California and in an expeditious and economical manner  
25 consistent with the interests of Owner. A-E will prepare accurate and fully coordinated plans and  
26 specifications and Contract Documents. Any review, approval or acceptance of any of A-E's work  
27 under this Agreement shall not relieve A-E from responsibility for errors and/or omissions in its  
28 work or the work of its sub-consultants. A-E will perform its work in an appropriate and  
29 professional manner which does not violate the Owner's sexual harassment or other harassment  
30 policies, including but not limited to Board Policy and Administrative Regulation 4119.11, if  
31 applicable, or create an objectively offensive working or educational environment for the  
32 Owner's employees or students.  
33

34 B. Except with Owner's knowledge and consent, the A-E shall not engage in any activity, or  
35 accept any employment, interest or contribution that would reasonably appear to compromise  
36 the A-E's professional judgment, impartiality or professionalism with respect to the Project or the  
37 Owner.  
38

39 C. A-E shall, as part of the Basic Professional Services, furnish, at its expense, the services of  
40 civil, structural, mechanical, electrical, landscape, acoustical, engineers/consultants, and other  
41 necessary design professionals as determined by A-E and acceptable to Owner, properly skilled  
42 and licensed in California in the various aspects of the design and construction of the Project. A-  
43 E's sub-consultants shall be listed in Exhibit D and shall not be changed without prior written



1 consent of the Owner. Owner does not assume any liability, duty or obligation to A-E's sub-  
2 consultants or their agents and employees by execution or performance of this Agreement, and  
3 nothing in this Agreement shall create any contractual relation between Owner and any sub-  
4 consultants, or their agents and employees, employed by A-E. No sub-consultants, agents,  
5 employees or other parties are third party beneficiaries of this Agreement. A-E shall be  
6 responsible to Owner for the acts and omissions of its employees, sub-consultants, and their  
7 agents and employees, and other persons performing any of the work under this Agreement.  
8

9 D. A-E shall, as part of its Basic Services, coordinate its work with the work of any consultant(s)  
10 employed by the Owner in connection with the Project so as to prevent any discrepancies or  
11 inaccuracies in the Construction Documents and any delays in the Project schedule. The A-E  
12 assumes the responsibility of incorporating the work of these consultants into the Construction  
13 Documents.  
14

15 Consultants hired directly by Owner may include, but are not limited to, the following:  
16

17 1. Geotechnical Engineer – To Be Determined  
18

19 E. The A-E, as part of its Basic Services, shall be responsible for the design, DSA approval,  
20 contract/bidding documents, construction administration, testing, and maintenance staff  
21 training.  
22

23 F. A-E shall not, either during or after the term of this Agreement, make public any reports  
24 or articles, or disclose to any third party any information specifically designated as confidential  
25 by Owner, without the prior written consent of Owner. A-E shall require of its sub-consultants  
26 similar agreements not to disclose such confidential information.  
27

28 G. A-E shall review laws, codes, and regulations applicable to A-E's Services. A-E shall  
29 respond in the design of the Project to requirements imposed by governmental authorities  
30 having jurisdiction over the Project.  
31

32 H. A-E shall, as part of its Basic Services, identify the regulatory agencies that have  
33 jurisdiction over essential building and design elements and coordinate with and implement the  
34 requirements of the regulatory agencies, including without limitation, the California Department  
35 of Education, Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance  
36 Section, DSA Structural Safety Section, Department of Toxic Substance Control (DTSC), State and  
37 Local Fire Marshal and any regulatory office or agency that has authority for review and  
38 supervision of school district construction projects.  
39

40 I. A-E shall, as part of its Basic Services, provide Services required in obtaining any local  
41 agencies' approval for off-site work related to each Project including review by regulatory  
42 agencies having jurisdiction over each Project including but not limited to water districts, Colusa  
43 County, and Utility Companies (PG&E).

1  
2 J. At its sole cost and expense, A-E shall give all notices and comply with all applicable laws,  
3 codes, ordinances, rules, regulations, and lawful orders of any public authority bearing on the  
4 performance of its work, including those relating to safety of its employees and sub-consultants,  
5 hazardous materials, and equal employment opportunities; obtain all permits and licenses  
6 necessary for performance of its work; pay all local, state, and federal taxes associated with its  
7 work; and pay all benefits, insurance, taxes, and contributions for Social Security and  
8 Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's  
9 employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or  
10 all of the foregoing obligations have been fulfilled.  
11

12  
13 **ARTICLE 5. INDEPENDENT CONTRACTOR**  
14

15 A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its  
16 sub-consultants shall be deemed to be an employee of Owner.  
17

18  
19 **ARTICLE 6. CONFLICTS OF INTEREST**  
20

21 The A-E affirms that, to the best of its knowledge, there exists no actual or potential  
22 conflict between family, business, or financial interests of the A-E and performance of its Services  
23 under this Agreement. In the event of change in either interests or Services under this  
24 Agreement, the A-E affirms that it will raise with the Owner any question regarding possible  
25 conflict of interest which may arise as a result of such change.  
26

27  
28 **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**  
29

30 Except as expressly authorized herein, A-E shall neither assign its rights nor delegate its  
31 duties under this Agreement without prior written consent of Owner, which consent may be  
32 withheld for any reason, or no reason, in Owner's absolute discretion. This prohibition of  
33 assignment and delegation extends to all assignments and delegations that lawfully may be  
34 prohibited by agreement.  
35

36  
37 **ARTICLE 8. EXTRA SERVICES OF THE A-E**  
38

39 A. The following Services, if necessitated by unusual circumstances and through no fault or  
40 neglect on the part of A-E or its sub-consultants, shall be paid for as Extra Services by Owner, as  
41 provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned  
42 upon prior receipt of formal written authorization from Owner to perform the work as Extra



1 Services and no claim for any additional compensation or reimbursement shall be valid unless so  
2 authorized.  
3

4 1. Preparation of additional plans or specifications in order to satisfy the  
5 requirements of the applicable public authority, due to changes in policy or law not  
6 reasonably anticipated by A-E and provided that the requirement for these additional  
7 documents occurs after completion of the design development phase.  
8

9 2. If directed by Owner, the employment of special consultants other than those  
10 required in Article 4.C.  
11

12 3. Revisions required as a result of changes in the Owner's previous instructions or  
13 approvals and through no fault of the A-E, after the Construction Documents have been  
14 approved by DSA.  
15

16 4. Providing assistance such as testing, adjusting and balancing in the utilization of  
17 equipment or systems and preparation of operation and maintenance manuals.  
18

19 5. Preparation of drawings and documents to support construction contract change  
20 orders which necessitate additional work by A-E, provided that the change order is not  
21 contributed to by the negligence or carelessness of A-E. A-E shall keep accurate records  
22 of the time spent in preparation of such documents and shall provide monthly statements  
23 of the same to Owner identified as to each specific change order item.  
24

25 6. Preparation of special presentation models, renderings or mock-ups requested by  
26 the Owner and not required under Basic Services.  
27

28 7. Preparing to serve or serving as a witness in connection with any hearing, dispute  
29 resolution proceeding or legal proceeding, other than that necessitated by negligent or  
30 willful acts or omissions of A-E or its sub-consultants.  
31

32 8. Providing services made necessary by the failure of performance, the termination  
33 or default of a contractor; or by major defects or deficiencies in the work of any  
34 contractor.  
35

36 9. Special Meetings with the Site Committee, if applicable and other committees  
37 other than as reasonably required or noted elsewhere in the Agreement.  
38

39 10. Assistance with environmental and EIR studies other than those which would  
40 normally be required to complete the A-E's Basic Services.  
41

42 11. Formal value engineering sessions and detailed life-cycle cost analysis beyond  
43 those normally provided.

1  
2 B. In no event shall A-E be entitled to receive compensation for Extra Services if required as  
3 a result of A-E's or its sub-consultants' errors, omissions, or failure to perform in accordance with  
4 this Agreement.  
5

6 C. The Owner shall have the right to make changes in the A-E's Basic Services specified in Article  
7 3 of this Agreement. The A-E shall promptly notify the Owner of changes that increase or decrease  
8 the A-E's Basic Services, associated compensation, or the duration of the A-E's Basic Services or both.  
9 The A-E shall be entitled to receive additional compensation when the scope or duration of the A-  
10 E's Basic Services is increased or extended through no fault of the A-E and shall be subject to the  
11 Owner's prior written authorization.  
12

13 D. Changes in the A-E's Basic Services or duration of the Agreement, and entitlement to  
14 additional compensation, shall be made by a written Amendment to this Agreement executed by  
15 the Owner and the A-E. The Amendment shall be executed promptly by the Owner and the A-E. The  
16 A-E shall proceed to perform the services required by the Amendment only after receiving written  
17 authorization directing the A-E to proceed.  
18  
19

20 **ARTICLE 9. OWNER'S RESPONSIBILITIES**  
21

22 A. Owner shall provide full information as to the programmatic and other requirements of  
23 the Project, including realistic budget limitations and schedule for the Project.  
24

25 B. If applicable, Owner shall furnish, or direct A-E to procure, at Owner's expense, a certified  
26 survey of the site, if required by agencies having jurisdiction, including grades and lines of streets,  
27 pavements, and adjoining properties, rights-of-way, restrictions, easements, boundaries, and  
28 contours of the building site, locations, dimensions and floor elevations of existing buildings,  
29 other improvements, and trees; and information as to available service and utility lines, both  
30 public and private.  
31

32 C. Owner shall furnish, or direct A-E to procure, at Owner's expense, geotechnical, chemical,  
33 mechanical, or other tests required by agencies having jurisdiction over the Project for proper  
34 design and borings or test pits necessary for determining subsoil conditions.  
35

36 D. Owner shall furnish available record drawings of existing structures.  
37

38 E. Owner shall furnish all required inspection and testing services in conjunction with the  
39 Project.  
40

41 F. Owner shall furnish all legal advice and services required for the Project.  
42



1 G. Owner shall provide a complete Division 0 and Division 1 package for inclusion in the  
2 Contract Documents.

3  
4 H. Owner shall periodically update the Construction Budget.

5  
6 I. Owner shall provide hazardous materials consultant services for the Project, which  
7 consultant shall provide hazardous materials specifications to be included by A-E as part of the  
8 project manual. Owner shall have no responsibility for the accuracy and completeness of such  
9 specifications nor have any liability for work done under said specifications.

10  
11 J. The Owner shall designate an officer, employee or other authorized representatives to act  
12 in the Owner's behalf with respect to the Project. The Representative shall have the authority to  
13 approve changes in the scope of the Project and shall be available as often as may be required to  
14 render decisions and to furnish information in a timely manner.

15  
16 K. During Contractor's guarantee period, Owner shall notify A-E in writing of apparent  
17 deficiencies in materials or workmanship.

18  
19 L. Owner will pay for all DSA and other applicable agency review/permitting fees.  
20  
21

22 **ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS**  
23

24 A. Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner,  
25 providing the appropriate level of detail for the phase of Project development. The format will  
26 typically be the Construction Specifications Institute (CSI), Division 2-16 (or current) breakdown,  
27 unless otherwise directed by Owner. Estimates shall consider prevailing wages, current or  
28 anticipated construction costs and include all work for which bids will be received. It is  
29 understood that the Construction Budget is affected by the labor and material market, as well as  
30 other conditions beyond the control of A-E or Owner.

31  
32 B. A-E shall prepare Estimates at part of each phase submittal and compare the Estimates  
33 with the Construction Budget.

34  
35 C. A-E shall meet with and reconcile all Estimates with Owner's third party cost estimator.  
36

37 D. Prior to any bid, Owner may adjust the approved Construction Budget based on changes  
38 in the available funds, after the time frame in which the Construction Budget was initially  
39 established.  
40  
41  
42  
43



1 **ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION**

2  
3 A. Professional Services: A-E agrees to perform Professional Services provided by this  
4 Agreement and Owner agrees to pay A-E for such Services, in accordance with attached Exhibits  
5 A and B. A-E's compensation for Extra Services shall be dependent upon A-E's compliance with  
6 the provisions outlined in Article 8 regarding Extra Services and calculated in accordance with the  
7 rates set forth in Exhibit B.

8  
9 B. Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses  
10 associated with the Professional Services performed are reimbursable to A-E. The descriptive  
11 categories of expenses that may be considered for reimbursement are defined in Exhibit B.  
12 Provided that A-E obtains Owner's prior written approval, costs and expenses will be reimbursed  
13 to A-E in accordance with Exhibit's A and B. Owner's prior written authorization is an express  
14 condition precedent to any reimbursement to A-E of such costs and expenses, and no claim for  
15 any additional compensation or reimbursement shall be valid absent such prior written approval  
16 by Owner.

17  
18 C. A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the  
19 applicable progress to completion percentage, reimbursable expenses (if any) and Extra Services  
20 (if any) incurred for the billing period. Invoices requesting reimbursement for expenses incurred  
21 during the billing period must clearly list items for which reimbursement is being requested and  
22 be accompanied by proper documentation (e.g. receipts, invoices) including a copy of Owner's  
23 prior written authorization for invoiced item(s). Invoices requesting payment for Extra Services  
24 must reflect hours being charged and a copy of Owner's prior written authorization. No payments  
25 will be made by the Owner to the A-E for monthly invoices requesting reimbursables or Extra  
26 Services absent the prior written authorization of the Owner. All Owner approved charges  
27 incurred under this Agreement shall be due and payable within thirty (30) days of approval of the  
28 invoice.

29  
30  
31 **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER**

32  
33 A. Payments on account of the agreed compensation in Article 11 shall be:

34  
35 1. Schematic Design Phase - fifteen percent (15%) of total compensation stated in  
36 Exhibit A. Billings shall be monthly or lump sum, in arrears, up to fifteen percent (15%) of  
37 the total compensation, based upon work completed.

38  
39 2. Design Development Phase - increase to thirty-five percent (35%) of total  
40 compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to  
41 thirty-five percent (35%) of the total compensation, based upon work completed.  
42  
43

1           3.     Construction Documents Phase

2  
3           a)     Construction Documents sufficiently complete to be and actually  
4                 submitted for review by DSA - increase to sixty percent (60%) of the total  
5                 compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears,  
6                 up to sixty percent (60%) of total compensation, based upon work completed.

7  
8           b)     Completed Construction Documents, fully coordinated and quality-  
9                 controlled by A-E and submitted to Owner for peer review—increase fee to sixty-  
10                five percent (65%) of the total compensation stated in Exhibit A.

11  
12          c)     Incorporation of review comments from the third-party peer reviewer  
13                 (retained under separate contract to Owner) into Construction Documents, and  
14                 final Construction Document approval by DSA—increase fee to seventy percent  
15                 (70%) of the total compensation stated in Exhibit A.

16  
17          4.     Construction Phase

18  
19          a)     On all or that portion of the Project for which bids have been received and  
20                 contracts awarded - increase to seventy-five percent (75%) percent of total  
21                 compensation.

22  
23          b)     Subsequent billings shall be submitted monthly, in arrears, in proportion  
24                 to the percentage of work certified complete by A-E in response to construction  
25                 progress payment requests.

26  
27          c)     Construction complete and accepted by Owner - increase to ninety percent  
28                 (95%) of the total compensation.

29  
30          d)     Project documentation, including, without limitation, record documents  
31                 forwarded to Owner and the applicable governmental agencies having  
32                 jurisdiction—increase to one hundred percent (100%) of the total compensation.  
33                 The required documents (independent of Owner requirements) shall be filed  
34                 within sixty (60) days of Project acceptance.

35  
36        B.     Payments in event of the following circumstances shall be as set forth below:

37  
38          1.     Deferred Bids: Delay in the award of the contract shall not affect A-E's  
39                 compensation unless Extra Services are required.

40  
41          2.     Delayed Completion: Except as provided elsewhere in this Agreement, A-E's  
42                 compensation shall be paid at the time and in the amount noted.



1 C. A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the  
2 applicable progress to completion percentage, reimbursable expenses (if any) and Extra Services  
3 (if any) incurred for the billing period. Invoices requesting reimbursement for expenses incurred  
4 during the billing period must clearly list items for which reimbursement is being requested and  
5 be accompanied by proper documentation (e.g. receipts, invoices) including a copy of Owner's  
6 authorization notice for invoiced item(s). Invoices requesting payment for Extra Services must  
7 reflect hours being charged and a copy of Owner's authorization notice. No payments will be  
8 made by the Owner to the A-E for monthly invoices requesting reimbursables or Extra Services  
9 absent the prior written authorization of the Owner. All charges incurred under this Agreement  
10 shall be due and payable within thirty (30) days of approval of the invoice.

11  
12 D. Owner may withhold, or on account of subsequently discovered evidence nullify, the  
13 whole or a part of any payment to such extent as may be necessary to protect Owner from loss,  
14 including costs and attorneys' fees, on account of: (1) defective or deficient work product not  
15 remedied; (2) failure of A-E to make payments properly to its employees or sub-consultants; or  
16 (3) failure to adhere to the Project design schedule or to achieve sufficient progress with the  
17 design work such that A-E is unlikely to achieve timely completion.

18  
19 **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**  
20

21 A. A-E Default: If A-E at any time refuses or neglects to prosecute its work in a timely fashion  
22 or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of  
23 insolvency, or makes an assignment for the benefit of creditors, or fails to make prompt payment  
24 to persons furnishing labor, equipment, or materials, or fails in any respect to properly and  
25 diligently prosecute its work, or otherwise fails to perform fully any and all of the agreements  
26 herein contained, A-E shall be in default.

27  
28 B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof,  
29 Owner may, at its sole option, take possession of any documents, files (including electronic files),  
30 or other materials prepared or used by A-E in connection with the Project and provide or secure  
31 from others, including A-E's sub-consultants, any such work, labor, or materials as may be  
32 necessary to overcome the default and deduct the cost thereof from any money then due or  
33 thereafter to become due to A-E under this Agreement.

34  
35 C. Default Termination: In the event Owner elects to terminate A-E due to A-E default,  
36 Owner shall have the right to immediate possession of all plans, specifications, and other work  
37 in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the  
38 offices of a sub-consultant, and may employ any other person or persons to finish the design  
39 work and provide the materials therefore. In case of such default termination, A-E shall not be  
40 entitled to receive any further payment under this Agreement until the Project is completely  
41 finished. At that time, if the unpaid balance of the amount to be paid under this Agreement  
42 exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by  
43 Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly



1 pay to Owner the amount by which such expense exceeds such unpaid balance. The expenses  
2 referred to in the last sentence shall include expenses incurred by Owner in causing the Services  
3 called for under this Agreement to be provided by others, for attorneys' fees, and for any  
4 damages sustained by Owner by reason of A-E's default or defective work, plus ten percent (10%)  
5 on any and all such expenses as allowed by law.  
6

7 D. Owner Default: A-E may terminate this Agreement for cause upon seven (7) days' written  
8 notice to Owner for any of the following reasons: (1) Owner fails to timely pay undisputed sums  
9 due to A-E; (2) Owner assigns this Agreement or transfers ownership of the Project prior to  
10 completion of A-E's Services under this Agreement if the assignment or transfer is made without  
11 the prior written consent of A-E; or (3) Owner suspends the Project or A-E's Services for more  
12 than 180 consecutive days. Owner shall have the right to cure the stated ground for termination  
13 within the seven (7) day notice period, or such longer period that is reasonably required to cure  
14 the default, and, in the event of cure, A-E's notice shall become null and of no further force or  
15 effect.  
16

17 E. Termination for Convenience. In addition to the foregoing right to terminate for default,  
18 Owner reserves the absolute right to terminate this Agreement without cause, for any reason  
19 whatsoever, upon thirty (30) days' written notice to A-E. In the event of such a termination  
20 without cause, Owner shall have the right to immediate possession of all plans, specifications,  
21 and other work in progress prepared by A-E, whether located at the Project, at A-E's place of  
22 business, or at the offices of a sub-consultant, and may employ any other person or persons to  
23 finish the design work and provide the materials therefore. Also, in the event of such a  
24 termination without cause, A-E shall be entitled to payment in an amount not to exceed the  
25 contract price which shall be calculated as follows: (1) Payment for any phase of the work then  
26 satisfactorily completed and accepted by Owner, according to the percentages set forth in Article  
27 12; plus (2) approved reimbursable costs actually incurred by A-E in connection with performance  
28 according to Article 11; plus (3) a portion of the percentage applicable to the phase which is in  
29 progress, which bears the same ratio to the total amount to be earned for that phase as the work  
30 then completed in that phase bears to the total work to be accomplished in that phase; plus (4)  
31 reasonable termination expenses, which shall not exceed 3% of the Basic Services amount earned  
32 to date of termination, without costs, or the remaining base Contract amount, whichever is less.  
33 There shall be deducted from such sums as provided in this section the amount of any payment  
34 made to A-E prior to the date of termination of this Agreement. A-E shall not be entitled to any  
35 claim or lien against Owner or the Project for any additional compensation or damages in the  
36 event of such termination and payment. In addition, Owner's right to withhold funds under  
37 Article 12.C shall be applicable in the event of a termination for convenience.  
38

39 F. If this Agreement is terminated by Owner for default and it is later determined that the  
40 default termination was wrongful, such termination automatically shall be converted to and  
41 treated as a termination for convenience under this Article and A-E shall be entitled to receive  
42 only the amounts payable hereunder in the event of a termination for convenience.  
43



1 G. Survival of Obligations: Except as otherwise stated in this Agreement, no termination of  
2 this Agreement shall excuse or otherwise relieve A-E of its responsibilities under this Agreement,  
3 including, without limitation, the standard of care for its work and Services, with respect to any  
4 work or Services performed prior to the date of termination. All of A-E's responsibilities under  
5 this Agreement with respect to work or Services performed prior to the date of termination shall  
6 survive any termination.

7  
8 **ARTICLE 14. PERFORMANCE TIME SCHEDULE**  
9

10 A. A-E agrees to the schedule, as set forth in Exhibit A for the performance of A-E's Services.  
11 This schedule includes reasonable allowances for review and approval times required of Owner,  
12 performance of services by Owner's consultants, and review and approval times required by  
13 authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the  
14 Project progresses, allowing for changes in scope, character, or size of the Project as requested  
15 by Owner, or for delays or other causes beyond the A-E's reasonable control.

16  
17 B. A-E shall respond to the following specific items within the time frames indicated below:

- 18  
19 1. Requests for Information: 4 days  
20 2. Change order requests: 5 days  
21 3. Submittals: 7 days, or as agreed upon in writing by Owner  
22

23 C. In the event A-E fails to perform its obligations under this Agreement within the times  
24 specified in the approved schedule for its work and thereby delays the Project, Owner may  
25 withhold monthly progress payments until all work within the particular phase at issue is  
26 completed or the schedule for A-E's work has been recovered. This remedy shall be in addition  
27 to, and not in derogation of, Owner's other rights and remedies relating to A-E's default, whether  
28 under this Agreement or applicable law.  
29

30 **ARTICLE 15. ACCOUNTING RECORDS OF THE ARCHITECT-ENGINEER**  
31

32 A. Records of A-E's direct personnel, sub-consultants, and reimbursable expenses pertaining  
33 to any Services on this Project shall be kept on a generally recognized accounting basis and shall  
34 be available to Owner or its authorized representative, upon reasonable notice, during normal  
35 business hours.  
36

37 B. Owner or the Owner's authorized representative shall have access to any plans,  
38 specifications, books, documents, accounting records, papers, Project correspondence, Project  
39 files and other records of A-E or its sub-consultants directly or indirectly related to the Project  
40 upon reasonable notice, during normal business hours. Such access shall include the right to  
41 examine and audit such records and make excerpts, transcriptions and photocopies at Owner's  
42 expense.  
43

1  
2 **ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER**  
3

4 A-E shall procure and maintain insurance on all of its operations during the progress of its  
5 work on the Project, with reliable insurance companies approved by the State of California  
6 Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms  
7 acceptable to Owner, for the following minimum insurance coverage's:  
8

9 A. Workers' Compensation insurance and occupational disease insurance, as required by  
10 law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all  
11 workplaces involved in this Agreement.  
12

13 B. Commercial general liability insurance, with limits of not less than as indicated in either  
14 (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each  
15 occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2)  
16 single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000 each  
17 occurrence and \$1,000,000 aggregate.  
18

19 1. The insurance shall cover all operations of A-E, including but not limited to the  
20 following: (1) broad form property damage liability; (2) personal injury liability  
21 endorsement; and (3) automobile bodily injury and property damage insurance, including  
22 all owned, if any, hired and non-owned equipment.  
23

24 2. All general liability policies shall name Owner and Program Manager(s) as an  
25 additional insured and shall provide that such policy is primary insurance.  
26

27 C. A-E shall also provide Professional Liability Insurance for the Project, written on a "Claims  
28 Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$1,000,000  
29 aggregate, insuring A-E, for its own acts and for the acts of all persons for whose acts A-E may be  
30 liable, against liabilities arising out of or in connection with the negligent acts, errors, or omissions  
31 of any of the foregoing in connection with the carrying out of their professional responsibilities  
32 for the Project. A-E shall provide Owner proof of professional liability insurance coverage for two  
33 years following final completion of the Project. All such professional liability policies shall include  
34 an endorsement or other provision covering the indemnification provisions of Article 22.  
35

36 D. A-E shall also provide Certificates of Insurance, or other evidence of insurance as  
37 requested by Owner, to Owner within ten (10) days after receipt by A-E of a signed version of  
38 this Agreement. The certificates shall provide that there will be no cancellation, suspension,  
39 voiding or change of coverage without thirty (30) days' prior written notice to Owner.  
40

41 E. There shall be no reduction or modification of coverage of insurance required by this  
42 Agreement without the written consent of Owner.  
43



1  
2 **ARTICLE 17. REPRODUCTION OF DOCUMENTS**  
3

4 A. A-E shall provide, at no additional expense to Owner, copies of the drawings and  
5 specifications for the review and approval of Owner at the end of schematic design, design  
6 development, DSA submittal, and completed and quality-controlled sets for constructability  
7 review. Owner's requirement is one (1) reproducible master for each item; state agency  
8 requirements are to be determined and provided by A-E, including any electronic media in a  
9 format acceptable to the agencies, at no additional expense to the Owner.

10  
11 B. A-E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD  
12 (most current version) compatible format for drawings, and one (1) copy in the most current  
13 version of Microsoft Word for the project manual of the final approved Contract Documents for  
14 bidding and construction purposes.  
15  
16

17 **ARTICLE 18. RECORD DOCUMENTS**  
18

19 A. At completion of the Project (or any portion that is constructed as a discrete unit), A-E  
20 shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set  
21 of marked specifications showing materials and methods of construction as actually  
22 accomplished. These shall be prepared by revision of the original drawings from field work  
23 drawings to show changes including RFI and ASI clarifications incorporated in the work, based  
24 upon Contractor's representation of actual construction. Owner shall furnish A-E one (1) set of  
25 field working drawings and specifications noting changes, and direct A-E as to level of detail and  
26 completeness desired in record drawings. Since cost of this item will not be able to be  
27 determined until construction is complete, A-E shall be compensated per an allowance in Exhibit  
28 A for this work.  
29

30 B. The A-E may insert the following notice on all record drawings; "These record drawings  
31 (or corrected specifications) have been prepared based on information submitted, in part, by  
32 others. The Architect has provided a review consistent with its legal standard of care."  
33

34 C. At completion of all construction tasks, A-E shall furnish to Owner one (1) reproducible  
35 master and One (1) electronic master (in AutoCAD's most current version) compatible format for  
36 drawings, and One (1) copy in Adobe .pdf format, and Microsoft Word most current version for  
37 project manual.  
38  
39

40 **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS**  
41

42 A. All plans for the Project, including, but not limited to, record documents, specifications,  
43 and Estimates prepared pursuant thereto, shall be and remain the property of the Owner for the



1 purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they  
2 relate to the Project. Notwithstanding same, Owner may use the plans, record documents,  
3 specifications, or Estimates related to the Project for the purposes of additions, alignments, or  
4 other development on the site.

5  
6 B. Notwithstanding Paragraph A above, if the Owner proposes to reuse the plans prepared  
7 by the A-E within the CUSD or if the Owner proposes to employ any other person or persons to  
8 finish the design work and provide the materials therefore because of a Termination for  
9 Convenience as set out in Article 13, the terms and the conditions for the use or reuse shall be  
10 set forth in an Amendment to this Agreement or other subsequent writing executed by Owner  
11 and A-E. However, under any circumstances, in the event of any use, reuse or modification of the  
12 A-E's drawings, specifications or other documents by any person, firm or legal entity, the names  
13 and seals of the A-E and the A-E's Consultants, if any, shall first be removed from the A-E's  
14 drawings, specifications or other documents. The Owner further agrees to indemnify, defend and  
15 hold A-E harmless from any and all claims, liabilities, suits, demands, losses, costs, expenses  
16 including, but not limited to, reasonable attorney's fees accruing to or resulting from any and all  
17 persons, firms or any other legal entity, on account of any damage or loss to property or persons,  
18 including, but not limited to, death arising out of such use, reuse or modifications of the A-E's  
19 drawings, specifications or other documents, provided that such injury, damage, loss, and/or  
20 death was not a result of negligent design errors, design deficiencies, or omissions contained in  
21 the original documents. Notwithstanding anything in this Agreement to the contrary, in the  
22 event of a termination of A-E for default under Article 13, there shall be no limitation on the  
23 Owner's right to use any of the plans, specifications or other documents prepared by A-E.

24  
25 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate,  
26 sublicense, pledge or otherwise transfer the right to use and re-use the documents to any other  
27 party without the prior written authorization of A-E. However, in addition to the rights to use  
28 and re-use the documents as set forth in this Article 19, Owner shall be permitted to authorize  
29 Contractor or any construction subcontractor, equipment supplier or material supplier to use and  
30 reproduce, to the fullest extent necessary, applicable portions of the documents appropriate to  
31 and for use in their work for this Project.

32  
33 D. In the event Owner ever desires to construct all or part of another wholly unrelated  
34 project which would be essentially identical in design to the Project that is the subject of this  
35 Agreement, A-E agrees to permit re-use of its design and the corresponding Contract Documents,  
36 subject to payment to A-E of a fair and reasonable re-use fee.

37  
38 E. Any unauthorized re-use of the documents shall be at Owner's sole risk and without  
39 liability to A-E. Owner agrees to indemnify and hold harmless A-E and its sub-consultants against  
40 any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from  
41 the unauthorized re-use or modification of the documents, provided that such injury, damage,  
42 loss, and/or death was not a result of negligent design errors, design deficiencies, or omissions  
43 contained in the original documents. Submission or distribution of the documents to meet official



1 regulatory requirements or for similar purposes does not constitute an unauthorized re-use of  
2 the documents.  
3  
4

5 **ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION**  
6

7 A. A-E shall give written notice of any claims arising out of or relating to this Agreement  
8 within Ten (10) calendar days of the event(s) giving rise to the claim. Said written notice shall  
9 specify the nature, amount and basis of the claim and shall be certified under penalty of perjury  
10 and in compliance with the California False Claims Act, as set forth below. Failure to include these  
11 required certifications shall constitute grounds for rejection of the claim. Failure to provide  
12 notice of the claim within the time limit set forth herein shall constitute grounds for rejection of  
13 the claim.  
14

15 B. Direct negotiation will be the initial process utilized by the parties after issuance of  
16 written notice of any claim arising out of or relating to this Agreement as specified immediately  
17 above. Either the Owner or A-E may make a request for direct negotiations as an initial attempt  
18 to resolve any claim, dispute, or other matter arising out of this Agreement. Direct negotiation  
19 representatives of the parties shall be the Owner's designated representative and the A-E's  
20 designated representative. Any requested Direct Negotiation will take place at the Project or at  
21 a mutually agreeable location specified by the parties' designated representatives, and the direct  
22 negotiations shall take place as soon as reasonably practical after the request for direct  
23 negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or  
24 other matter arising out of the Agreement. Each party shall document the results of the direct  
25 negotiations and these documents shall be exchanged between the parties.  
26

27 C. Mediation. The parties agree that all claims, disputes or controversies between the  
28 parties arising out of or relating to this Agreement, or breach thereof and not resolved by direct  
29 negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding mediation  
30 before a mediator mutually agreed upon by the parties. In the event the parties are unable to  
31 agree upon the identity of the mediator within Fifteen (15) days from the date either party  
32 submits a written request to mediate a claim, dispute or controversy, the mediator shall be  
33 selected and the mediation administered under the Construction Mediation Rules of the  
34 American Arbitration Association. The costs and fees of the mediator shall be paid equally by the  
35 parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect  
36 to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or  
37 litigation until the Project is complete.  
38

39 D. Arbitration: In the event that a claim remains unresolved after mediation, the claim may,  
40 but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial  
41 proceeding shall be held in Colusa County.  
42

1 E. It is expressly agreed that, except upon mutual agreement of the parties, no mediation,  
2 arbitration or litigation shall be initiated prior to the completion of the Project or termination of  
3 this Agreement, whichever is earlier.  
4

5 F. Claim certification: A-E acknowledges that it has read and is familiar with the provisions  
6 of the False Claims Act (California Government Code Section 12650 et seq.). Submission by A-E  
7 of a claim (as the term "claim" is defined in the False Claims Act) to Owner in connection with the  
8 Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation  
9 by A-E to Owner that submission of the claim does not in any respect violate the False Claims Act.  
10 Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty  
11 of perjury the validity and accuracy of any claim submitted to Owner, as provided below.  
12 Compliance with this claim certification requirement shall be a condition precedent to any  
13 obligation Owner might otherwise have to review the claim, and failure to provide such  
14 certification shall constitute a waiver of the claim. The claim certification required by this  
15 paragraph shall provide as follows:  
16  
17

#### 18 CLAIM CERTIFICATION 19

20 Under penalty of perjury, and with specific reference to the California False Claims Act,  
21 Government Code Section 12650, et seq., I certify that submission of the attached claim is made  
22 in good faith; that the supporting data prepared by the undersigned company, or its - is accurate  
23 and complete to the best of my knowledge and belief; that submission of the claim to Owner  
24 does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf  
25 of claimant.  
26

27 Dated: \_\_\_\_\_

Company: Architectural Nexus, Inc.

28  
29  
30 \_\_\_\_\_  
Signature

31  
32 \_\_\_\_\_  
Title  
33  
34

#### 35 **ARTICLE 21. SUCCESSORS AND ASSIGNS** 36

37 It is mutually understood and agreed that this Agreement shall be binding upon Owner  
38 and its successors, and assigns, and upon A-E, its partners, successors, executors, and  
39 administrators. Neither this Agreement, nor any monies due or to become due hereunder, may  
40 be assigned by A-E without the consent and approval of Owner, which consent and approval can  
41 be withheld for any reason, or no reason, in Owner's absolute discretion.  
42  
43



1     **ARTICLE 22. INDEMNITY**  
2

3     A.     A-E shall, with respect to all work which is covered by or incidental to this Agreement,  
4     defend, indemnify, and hold harmless Owner, its officers, directors and employees (collectively  
5     "Owner"), from and against any and all liens, claims, suits, actions and judgments asserted by  
6     firms or individuals claiming through A-E, and any claims, liability, loss, damage, costs, or  
7     expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments,  
8     relating to the death or bodily injury to persons, injury to property, design defects, or other loss,  
9     damage, or expense to the extent that any of the above are contributed to or caused by the  
10    negligent acts, errors or omissions of A-E. A-E's duty to defend shall not include the duty to  
11    provide a defense but shall include paying Owner for all defense costs incurred by Owner for the  
12    claims described herein to the extent that A-E committed professional negligence (errors and  
13    omissions) in the performance of its duties under this Agreement. However, A-E shall not be  
14    obligated under this Agreement to indemnify Owner to the extent that the damage is caused by  
15    the negligence or willful misconduct of Owner or its agent or servants other than A-E.  
16

17    B.     A-E shall indemnify, defend, and hold Owner harmless against any claim, suit, or action,  
18    or any alleged violation or infringement of patent rights, copyrights, or other intellectual property  
19    rights which may be made against Owner by reason of A-E's use, in connection with or as a part  
20    of the Project, of anything which is now or may hereafter be covered by patent, copyright,  
21    trademark, or other intellectual property rights, and also against all expenses, including  
22    attorneys' fees and expert witness' fees, which Owner may incur in defending or adjusting any  
23    such claim, suit, or action.  
24

25    C.     Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees  
26    and sub-consultants (collectively "A-E") from and against any and all claims, liability, loss,  
27    damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or  
28    judgments, to the extent caused by Owner's intentional acts or willful misconduct in the  
29    performance of its obligations under this Agreement. Owner's duty to defend shall not include  
30    the duty to provide a defense but shall include paying A-E for all defense costs incurred by A-E  
31    for the claims described herein to the extent that Owner caused the injury and resulting damages  
32    as a direct result of its intentional acts or willful misconduct. Owner shall not be obligated under  
33    this Agreement to defend or indemnify A-E to the extent that the damage is caused by the  
34    negligence or willful misconduct of A-E or its agents or servants.  
35

36    D.     A-E and Owner each agree to promptly serve notice on the other party of any claims  
37    arising hereunder, and shall cooperate in the defense of any such claims.  
38

39    E.     The acceptance by Owner or its representatives of any certificate of insurance providing  
40    for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this  
41    Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or  
42    remedy otherwise available by law.  
43



1  
2 **ARTICLE 23. ADDITIONAL PROVISIONS**  
3

4 Severability: In the event that any term or provision of this Agreement is held to be illegal,  
5 invalid, or unenforceable, under applicable laws, regulations, or ordinances, such term or  
6 provision shall be deemed severed from this Agreement and the remaining terms and provisions  
7 shall continue in full force and effect.  
8  
9

10 **ARTICLE 24. FINGERPRINTING**  
11

12 A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The  
13 Owner administrator initiating or responsible for this Agreement shall, pursuant to Section  
14 45125.1 and Owner policy and guidelines, determine whether fingerprinting is required of A-E or  
15 its employees. Once such determination is made, the administrator shall verify his/her  
16 determination on the signature page of this Agreement. If the Administrator concludes  
17 fingerprinting is required, the following shall apply:  
18

19 1. The A-E shall, prior to commencement of work pursuant to this Agreement,  
20 require any person affiliated with A-E (or, in appropriate cases, him or herself) to be  
21 fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised  
22 access to occupied school campuses where children will be present. This provision  
23 extends to all consultants hired by A-E that will have unsupervised access to occupied  
24 school campuses. Upon verification from DOJ that those persons fingerprinted have no  
25 record of a serious or violent felony as defined in Section 45122.1 of the California  
26 Education Code, A-E will so certify by signing and submitting the A-E Certification included  
27 herein as Exhibit E. In addition, A-E shall submit the names of those persons who have  
28 received clearance and are authorized to have unsupervised access to school campuses  
29 on a form as indicated in Exhibit E. A-E must contact the Owner regarding appropriate  
30 access for those persons not cleared by DOJ for reasons other than a violent or serious  
31 felony. In such case, A-E shall make arrangements with Owner for appropriate access.  
32 No person with a violent or serious felony as reported by DOJ may have access to the  
33 school campuses or provide any Services under this Agreement.  
34

35 2. Failure to comply with this provision shall constitute grounds for termination of  
36 this Agreement.  
37  
38

39 **ARTICLE 25. ENTIRE AGREEMENT**  
40

41 A. Neither amendments to nor modifications of this Agreement shall be effective unless  
42 signed by officials of A-E and Owner having authority equal to or greater than that of the officials

1 signing this Agreement. Owner and A-E hereby agree to the full performance of the covenants  
2 contained herein.  
3  
4  
5  
6  
7  
8  
9  
10

**Architectural Nexus, Inc.**

**By: Joseph Yee, AIA**  
**Title: Senior Principal**

  
\_\_\_\_\_  
(Signature)

**Date:** 08-04-15

1990 Third Street, Suite 500  
Sacramento, CA 95811

Tax ID # 870537015

**Colusa Unified School District**

**By: Mr. Dwayne Newman**  
**District Superintendent**

\_\_\_\_\_  
(Signature)

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

745 Tenth Street  
Colusa, CA 95932

11  
12 **Board Approval Date:** August 11, 2015

13  
14 **Department of Justice (DOJ) Fingerprinting:**

**Required**

**EXHIBIT A**

**CONSTRUCTION BUDGET, PROJECT SCHEDULE AND A-E FEES**

**AGREEMENT**

**BETWEEN**

**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**

**FOR**

**EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT PROJECT**

**A-E SERVICES**

**Construction Budget: \$653,000**

**Project Schedule:**

A-E shall complete the Basic and Professional Services described in Article 3, within timeframes established in Article 12 and as follows:

**Notice to Proceed: 8/12/15****Schematic Design Phase: 8/12/15 – 8/28/15**

- Start of Schematic Design Phase – 8/12/15
- Schematic Design submittal – 8/28/15
- Schematic Design review meeting – 9/4/15

**Design Development Phase: 9/7/15 – 9/18/15**

- Start of Design Development Phase – 9/7/15
- Design Development submittal – 9/18/15
- Design Development review meeting – 9/25/15

**Construction Document Phase: 9/28/15 – 11/6/15**

- 50% Construction Document submittal – 10/9/15
- 50% Construction Document Review Meeting – 10/16/15
- 100% Construction Document submittal – 10/30/15
- 100% Construction Document, Constructability Review Meeting – 11/6/15

**Projected Agency Approval Phase: 11/12/15 – 11/30/15 (Over-the-counter “OTC” approval)**

- DSA Submittal – OTC request 11/12/15
- Receive DSA review comments\* - N/A with OTC
- DSA Back Check Comment Response – N/A with OTC
- DSA Back Check Meetings\* – N/A with OTC
- DSA Approval\* – 11/20/15
- Receive DSA approved plans and approval letter\* - 11/30/15

**Bid and Award Phase: 2/4/16 – 4/19/16**

- Project out-to-bid – 2/4/16
- Bids Due – 3/16/16
- Board Meeting to Approve Construction Contract – 4/12/16

**Construction Phase: 4/20/16 – 8/12/16**

- Contractor Notice to Proceed – 4/20/16
- Pre-construction submittals – 4/20/16 – 6/3/16
- Mobilization – 6/3/16
- Start of Construction – 6/6/16
- Substantial Completion / Owner Occupancy – 8/12/16
- Final Completion – 8/12/16



**Project Close Out: 8/15/16 – 11/4/16**

- Construction Contract Closeout Submittals Due – 8/15/16
- Construction Contract Closeout Submittals Review Complete – 8/22/16
- Submit required documents from AE to DSA – 8/29/16
- DSA Project Certification\* - 11/4/16

*\* Agency review times are an estimate and will vary. Actual review times will result in an adjustment to the subsequent dates based on the indicated durations without need to prepare a formal Amendment to this Agreement.*



**A-E Fees:**

- A. The Total Fee is not-to-exceed Seventy-Nine Thousand Three Hundred Twenty and NO/100 Dollars (\$79,320). Included in this not-to-exceed fee is the sum of the Total Fixed Fee for the Basic and Professional Services described in Article 3 and Reimbursable Expense Allowance as described in Article 12 and Exhibit B.
- B. The Total Fixed Fee not-to-exceed Seventy-Eight Thousand Three Hundred Twenty and NO/100 Dollars (\$78,320). Following is the allocation of the Total Fixed Fee as described in Article 12:
1. Compensation for Basic Services: The Owner shall compensate A-E for performing the, as follows:
    - a. 15% of Fixed Fee or \$11,748 for Schematic Design Phase.
    - b. 20% of Fixed Fee or \$15,664 for Design Development Phase.
    - c. 25% of Fixed Fee or \$19,580 for DSA submission.
    - d. 5% of Fixed Fee or \$3,916 for completion of 100% CD
    - e. 5% of Fixed Fee or \$3,916 for incorporation of review comments
    - f. 5% of Fixed Fee or \$3,916 for Bid and Award Phase
    - g. 20% of Fixed Fee or \$15,664 for Construction Phase
    - h. 5% of Fixed Fee or \$3,916 for Closeout Phase
- C. The Total Reimbursable Allowance not-to-exceed \$1,000.
1. Reimbursable Allowances - Included in the aforementioned fee, the following allowances have been provided. The use of any allowances stated below shall be subject to Owner's approval as stated in Article 9.C. The A-E will not exceed these allowances without prior written authorization.
    - a. Record Drawing Drafting Allowance No charge
    - b. Reimbursable Expense Allowance \$1,000
- D. The total cost to the Owner for the Services described in this Agreement shall not exceed the above amount without the written agreement of the Owner.

**EXHIBIT B**

**REIMBURSABLE EXPENSES AND HOURLY FEES**

**AGREEMENT**

**BETWEEN**

**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**

**]**

**FOR**

**EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT PROJECT**

**A-E SERVICES**

**ALLOWABLE REIMBURSABLE EXPENSES:**

A. The following are descriptive categories of work that may be considered for reimbursable costs provided Owner issues its written authorization before the costs are incurred:

1. Expenses of outside technical assistance deemed necessary and not included in Basic Services.
2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
3. Additional insurance coverage above those coverage's identified in Article 16.
4. Photo finishing other than documentation of existing conditions for the development of background drawings.
5. Owner-requested printing, plotting, telecopying, facsimile duplication expenses not covered under Basic Services.
6. Owner-requested special delivery, messenger or overnight carrier expenses.

B. Reimbursement shall be at cost for all reimbursable expenses. Those items requiring coordination by A-E can be billed to the Owner at one hundred five percent (105%) of the direct billing.

HOURLY FEES FOR EXTRA SERVICES:

A-E shall receive additional compensation for Extra Services as described in Articles 8 and 3 pursuant to the provisions set forth in Articles 8 and 11.

<u>Position/Name of Individual</u>	<u>Hourly Rate Cost/Hour from A-E</u>
Senior Principal Architect	\$210.00
Principal Architect/Designer	\$160.00
Project Architect	\$135.00
Staff Architect	\$120.00
Project Manager	\$100.00
Job Captain	\$ 90.00
Interior Designer	\$ 85.00
Technical Drafter	\$ 70.00
Clerical	\$ 55.00

**EXHIBIT C**  
**A-E'S SUBCONSULTANTS**  
**AGREEMENT**  
**BETWEEN**  
**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**  
**]**  
**FOR**  
**EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT PROJECT**  
**A-E SERVICES**

In accordance with Article 4, A-E shall submit a list of consultants performing any Services under this Agreement. A-E's sub-consultants shall not be changed without Owner's prior written authorization.

Peters Engineering, Mechanical Engineers  
Sean Tichenor, Principal

The Engineering Enterprise, Electrical Engineers  
Leonard King, Principal

Warren Consulting Engineers, Surveyors, Civil Engineers  
George Warren, Principal

The Sierra West Group, Construction Cost Estimators  
John Moreno, Estimator

Wallace Kuhl & Associates, Geotechnical Engineers  
Stephen French, Senior Engineer



## **EXHIBIT D**

### **SCOPE OF SERVICES AND DELIVERABLES**

#### **AGREEMENT**

#### **BETWEEN**

**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**

#### **FOR**

**EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT PROJECT**

#### **A-E SERVICES**

Per Article 4, A-E is required to coordinate its work with consultants hired by the Owner.

#### **Description of Project:**

Removal of one non-DSA approved portable classroom, placement of a DSA-approved portable classroom, and associated accessibility upgrades.

#### **Schematic Design Phase**

1. Develop and establish programmatic and spatial needs for the Project based on the CUSD's Educational Specifications, Design Standards and Facilities Master Plan and other related documents.
2. Based on the approved conceptual plan / program, develop studies and evaluations, site plans, elevations, building sections, and computer generated 3-D studies based on functional relationships, and other documentation in sufficient detail to illustrate the scale and relationship of Project components.
3. Develop solutions for architectural, mechanical, electrical, plumbing, civil, landscape, and equipment in order to establish building form, wall locations, furniture and equipment layout, types and qualities of finishes and materials leading to a recommended solution.
4. Provide detailed narratives, outline specifications, and conceptual plans defining the building's structural, mechanical, plumbing, and electrical systems, and civil and landscape design with sufficient detail to provide a complete understanding of the building's design and infrastructure.
5. Provide for considerations of alternative materials and CHPS requirements.
6. Establish and define off-site improvements, utility service upgrades and verification of connection points.
7. Obtain preliminary review and approvals with DSA and other agencies.
8. Verify if existing concealed conditions need to be further exposed for validation and coordination.
9. Update overall project schedule for completion of the project through construction and closeout phase.
10. Attend meetings with CUSD stakeholders, consultants and community members, and

provide meeting materials, such as boards and PowerPoint presentations, as needed.

### **Design Development Phase**

11. Based on the CUSD approved Schematic Design Phase documents, prepare Design Development documents that illustrate refinement of design, scope, relationships, form, size, quality, character and appearance of the Project for the entire site.
12. Documents shall include site and floor plans, elevations, cross sections, typical construction details, equipment layouts, outline specifications, and other documents necessary to depict the design of the entire Project with respect to program requirements, and architectural, civil, landscape, structural, mechanical, plumbing, electrical, and such other essential details, features, special products or systems as may be appropriate.
13. Meet with CUSD, site staff and governing agencies, as required.
14. At 100% Design Development completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents
15. At 100% Design Development completion, submit documents to CUSD for review and approval.

### **Construction Documents Phase**

16. Based on the CUSD approved Design Development Phase documents and proposed construction phasing sequence, prepare separate Construction Documents and specifications submittals setting forth, in detail, the requirements for the construction of the entire Project in conformity with applicable governmental and code requirements and the requirements of the Division of the State Architect (DSA).
17. Documents shall show all work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project.
18. Documents shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
19. At 50% and 100% Construction Document completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents.
20. At 50% and 100% Construction Document completion, submit documents to District for review and approval.
21. Meet with CUSD, site staff and governing agencies, as required.

### **Contract Award Phase**

22. Assist CUSD in preparing, reviewing and finalizing the bid documents.
23. Assist the CUSD in the evaluation of bids.

### **Construction Phase**

24. Make punch-list observation and issue certificate of completion and final certificate for payment.
25. Assist CUSD with coordination, reviews, and responses on commissioning related items.



EXHIBIT E

A-E DOJ CERTIFICATION

AGREEMENT

BETWEEN

COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

FOR

EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT PROJECT

A-E SERVICES

I, JOSEPH YEE on behalf of Architectural Nexus, Inc. certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Colusa Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125., attached hereto is a list of names of the employees or agents of A-E who will be providing services to Colusa Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Colusa Unified School District of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 08-04-15, in SAFETO, California.

(Seal of business)

By:

Joseph Yee, AIA

Date

EXHIBIT E (continued)

A-E DOJ CERTIFICATION  
List of Employees Authorized  
To Come On To the School Campus

AGREEMENT

BETWEEN

COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

FOR

EGLING MIDDLE SCHOOL PAVING AND CHOIR PORTABLE REPLACEMENT PROJECT

A-E SERVICES

Name:	At the Colusa Unified School District (list campus if applicable)
JOSEPH YEE	
MIKE RATH	
JEFF KENNEDY	
PATTY KARAPINIA	
DEBORAH STAYLON	
SEAN TILGHONOR	
LEONARD KUNG	
GEORGE CAMPBELL	
JOHN MORRIS	
STEPHEN PROVENA	



# Colusa Unified School District

## Surplus Equipment/Obsolete Textbook Form

Date 8/5/2015 Site Burchfield Primary School

**Form Completion Instruction.** In Description block provide the following:

- **Textbooks:** Title, publisher, copyright date, quantity and reason for withdrawal.
- **Equipment:** Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
10 – Cafeteria Tables 12' Reason: safety hazard due to age and condition Estimated value: 100. Each x 10 = 1,000.	Disposal

\_\_\_\_\_ For additional items, check here and attach list.

Site Administrator Approval

  
Signature

8/6/15  
Date

\*\*\*\*\*

Superintendent/Board Approval

  
Signature

8/12/15  
Date

**Disposition:**

---



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# Colusa Unified School District

## Surplus Equipment/Obsolete Textbook Form

Date 8/5/2015 Site Egling Middle School

**Form Completion Instruction.** In Description block provide the following:

- **Textbooks:** Title, publisher, copyright date, quantity and reason for withdrawal.
- **Equipment:** Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
10 – Cafeteria Tables 12' Reason: safety hazard due to age and condition Estimated value: 100. Each x 10 = 1,000.	Disposal

\_\_\_\_\_ For additional items, check here and attach list.

Site Administrator Approval

  
Signature

8/6/15  
Date

\*\*\*\*\*

Superintendent/Board Approval

  
Signature

8/12/15  
Date

**Disposition:**

---



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# School Trustees of Assembly District #

---

*The undersigned school board members represented within your district urge you to support legislation to fix the school district reserve cap.*

August 6, 2015

**The Honorable (NAME)**  
**Member, CA State Assembly**  
**State Capitol, Room #**  
**Sacramento, CA 94249-0074**

Dear Assembly Member (NAME):

As school board members representing school districts in the ## Assembly District, we are writing first to thank you for signing onto the June 2, 2015, letter calling for a resolution to the school district reserve cap issue. Your efforts on this very important issue are truly appreciated. And now as you are entering the final four weeks of the Legislative Session we need your help to make this a reality. Our request is that you actively engage in seeking a solution this legislative year including **co-authoring a soon-to-be-amended bill** on the subject.

In the June 2 letter, you and 25 other Democrats from both houses expressed support to your leaders to modify the reserve cap, stating that, *"we believe there is a pathway to resolving this issue for school districts and the communities they serve while ensuring that districts across the state remain fiscally sound and have the resources necessary to educate our students."*

The letter outlined a pathway to solving the issue, which included:

- A more precise understanding of the funds included in the cap;
- A recognition that certain types of school districts face more challenging cash flow issues than others; and
- Basing any cap on nationally recognized standards, research, or criteria that supports district solvency...

The pathway to resolving this issue comes in the form of amendments to a bill which will be introduced when the Legislature reconvenes on August 17. We are requesting your help to fix the reserve cap by **supporting and co-authoring this forthcoming legislation.**

In its current form, the cap on district reserves drastically hinders the ability of school district leaders to provide a quality education for our students. It is vital that the reserve cap be fixed *before the end of the current legislative session*.

If you have any questions, please contact Dennis Meyers with the California School Boards Association, (916) 669-2551 or [dmeyers@csba.org](mailto:dmeyers@csba.org). Thank you for your continued leadership on this issue and we look forward to your response and help.

Sincerely,

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED JUNE 26, 2015			BATCH 47	H.5.
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION	
1300	A-Z BUS SALES	\$ 300.05	01	MOT	BUS REPAIR SUPPLIES	
1315	ACCESS	\$ 130.00	01	DO	SHRED RECORDS	
1306	ALHAMBRA WATER	\$ 126.77	01	BPS/MOT	WATER	
1298	BIG T'S TREES	\$ 950.00	01	MOT	TREE TRIMMING	
1303	CA DEPT OF JUSTICE	\$ 211.00	01	DO	FINGERPRINT FEE	
1328	CICCWELLNESS CENTER	\$ 750.00	01	BPS	USE OF POOL FOR LAST WEEK OF SCHOOL	
1313	COLUSA CASINO RESORT	\$ 3,000.00	01	CHS	SENIOR DINNER	
1320	COLUSA MOTOR SALES	\$ 15.90	01	MOT	VEHICLE REPAIR SUPPLIES	
RC123	COLUSA USD EMER FD-VOID UNCASHED CHECKS	\$ (392.84)	01	DO	MISC UNCASHED CHECKS VOIDED	
RC123	COLUSA USD EMER FD-KIM STOCKS	\$ 82.75	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED	
RC123	COLUSA USD EMER FD-SHANNON LAUX	\$ 133.75	01	DO	REIMBURSE MILEAGE	
RC123	COLUSA USD EMER FD-DANIEL MARTINEZ	\$ 947.11	01	DO	PAYCHECK ADVANCE FOR PAYROLL ERR	
RC123	COLUSD USD EMER FD-LIVE WIRE PRODUCTS	\$ 6,798.01	01	CHS	ELECTRIC FENCE FOR AG DEPT.	
RC123	COLUSA USD EMER FD-KELLI ARCE	\$ 221.92	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED	
RC123	COLUSA USD EMER FD-S.PARKER DO PETTY CASH	\$ 129.30	01	DO	POSTAGE AND SUPPLIES	
1319	TIM CRABTREE	\$ 542.50	01	CHS	REIMBURSE MILEAGE AND MEALS AT AG CONF	
1304	CREATIVE BUS SALES	\$ 51.71	01	MOT	BUS REPAIR SUPPLIES	
RC125	CUSD EMER FD-USBANKCALCARD VISA	\$ 8,429.19	01	ALL	SEE ATTACHED	
1323	DAVIES CHEVRON	\$ 3.00	01	MOT	VAN WASH	
1317	FLETCHER'S PLUMBING	\$ 2,327.50	01	MOT	PLUMBING REPAIRS	
1299	GRIFFS FEED AND SEED	\$ 682.74	01	MOT	GROUNDS SUPPLIES	
1321	HARPER AUTO REPAIR	\$ 1,839.98	01	MOT	VAN/TRUCK REPAIRS	
1308	HEFF JONES	\$ 947.85	01	CHS/CAHS	DIPLOMAS	
1341	ROSEMARY HICKS	\$ 10.00	01	BPS	REIMBURSE LUNCH AT WORKSHOP	
1333	HWY 20 SIGNWORKS	\$ 215.00	01	MOT	SIGNS	
1332	JEFF SAVAGE PLUMBING	\$ 1,098.04	01	MOT	PLUMBING REPAIRS	
1310	JOHNSON PRINTING	\$ 53.75	01	CHS	FORMS PRINTED	
1334	ROCHELLE LAIRD	\$ 1,227.00	01	MOT	BUS DRIVER TRAINING	
1339	MERIDIAN DIESEL	\$ 454.50	01	MOT	BUS REPAIR '	
1337	LORIE MEYERS CHS PETTY CASH	\$ 327.20	01	CHS	POSTAGE AND SUPPLIES	
1314	JEREMY MILLER	\$ 395.03	01	DO	REIMBURSE MILEAGE	
1322	PLATT	\$ 142.74	01	MOT	MAINTENANCE SUPPLIES	
1336	RON RADER	\$ 599.45	01	MOT	REIMBURSE BUS DRIVER MEALS & MILEAGE	
1342	TONI RANGEL	\$ 89.93	01	BPS	REIMBURSE MILEAGE/MEAL FOR WORKSHOP	
1330	BARBARA REECE EMS PETTY CASH	\$ 31.66	01	EMS	POSTAGE AND SUPPLIES	
1302	SANKEY AUTO	\$ 87.30	01	MOT	VEHICLE REPAIR SUPPLIES	
1301	SORENSEN PEST CONTROL	\$ 258.00	01	MOT	PEST CONTROL SERVICE	
1305	SPURR	\$ 2,136.17	01	ALL	NATURAL GAS BILLING	
1312	PERRY TAYLOR	\$ 277.00	01	MOT	REIMBURSE BUS DRIVER MEALS	
1309	TNT SCHOOL SUPPLIES	\$ 115.80	01	BPS	SUPPLIES	
1327	CLAIR TOTH	\$ 25.00	01	DO	REIMBURSE FINGERPRINT FEE	
1316	US BANK EQUIPMENT FINANCE	\$ 2,101.63	01	ALL	COPIER LEASE PAYMENTS	
1326	VOLTAGE SPECIALISTS	\$ 480.00	01	MOT	ELECTRIC REPAIRS	
	<b>GENERAL FUND 01</b>	<b>\$ 38,353.39</b>				
RC126	CUSD EMER FD-USBANKCALCARD VISA	\$ 1,254.90	13	CAFÉ	SEE ATTACHED	
	<b>CAFETERIA FUND 13</b>	<b>\$ 1,254.90</b>				
	<b>MEASURE A BOND FUND 21</b>	<b>\$ -</b>				
RC128	CUSD EMER FD-USBANKCALCARD VISA	\$ 1,461.34	25	DEVFEE	REMODEL WEIGHT ROOM TO BE CLASSROOM	
1331	PLATT	\$ 1,185.13	25	DEVFEE	REMODEL WEIGHT ROOM TO BE CLASSROOM	
	<b>CAPITAL FACILITIES FUND 25</b>	<b>\$ 2,646.47</b>				
RC124	CUSD EMER FD-PACIFIC WOMENS BASKETBALL	\$ 200.00	95	CHS	ENTRY FEE	
1340	CUSD GENERAL FUND	\$ 2,198.33	95	EMS	KIDS CAN SAVE FUNDS TOWARDS SHADY CREEK	
RC127	CUSD EMER FD-USBANKCALCARD VISA	\$ 2,657.50	95	CHS/EMS	SEE ATTACHED	
1318	PRINT SLINGERS	\$ 494.37	95	CHS	SHIRTS	
1307	SPORTSMEN DEN	\$ 1,656.75	95	CHS	FOOTBALL SUPPLIES	
1329	YARY SPORTS PHOTOGRAPHY	\$ 1,638.00	95	EMS	8TH GRADE GRADUATION PICTURES	
	<b>STUDENT BODY FUND 95</b>	<b>\$ 8,844.95</b>				
	<b>TOTAL ACCOUNTS PAYABLE</b>	<b>\$ 51,099.71</b>				

# Colusa USD Emergency Fund - US BANK CALCARD VISA - Check 5045

Sheryl Parker

FD01-RC125 FD13-RC126 FD25-RC128 FD95-RC127

22-Jun	USPS POSTAL ST66100207	\$601.90		\$601.90			CAFET POSTAGE ENVELOPES
18-Jun	LOWES #01933*	\$200.00	\$200.00				DO RETIREMENT GIFTS
17-Jun	GBC*ECOMMERCE	\$677.60	\$677.60				EMS MAINT. AGRMT ON BINDING MACHINES
15-Jun	STAPLES 00102863	\$40.60	\$40.60				DO OFFICE SUPPLIES
10-Jun	BIMBO BAKERIES WEST A/R	\$199.68		\$199.68			CAFET FOOD
10-Jun	BIMBO BAKERIES WEST A/R	\$220.33		\$220.33			CAFET FOOD
10-Jun	BIMBO BAKERIES WEST A/R	\$232.99		\$232.99			CAFET FOOD

Mike Phenicie

22-Jun	THE HOME DEPOT 1019	\$18.76	\$18.76				FOM SUPPLIES
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Jeremy Miller

19-Jun	SP *TECHNOLOGY IN EDUCATI	\$732.24	\$732.24				TECH SUPPLIES
19-Jun	CDW GOVERNMENT	\$622.99	\$622.99				TECH SUPPLIES
9-Jun	CDW GOVERNMENT	(\$1,766.33)	(\$1,766.33)				CREDIT FOR RETURNED MDSE

Rosemary Hicks

15-Jun	STAPLES 00102863	\$20.41	\$20.41				BPS SUPPLIES
11-Jun	USPS 05172809334414268	\$175.00	\$175.00				BPS POSTAGE
29-May	SAV-MOR FOODS	\$7.81	\$7.81				BPS SUPPLIES

Zeba Hone

22-Jun	ROCCOS BAR GRILL	\$41.88	\$41.88				DO PRINCIPALS LUNCH
17-Jun	RITE AID STORE 6088	\$14.53	\$14.53				DO SUPPLIES

Nic Schantz

22-Jun	THE HOME DEPOT 1019	\$295.70			\$295.70		MOT MAINTENANCE SUPPLIES
17-Jun	LOWES #01933*	\$353.89			\$353.89		MOT MAINTENANCE SUPPLIES
17-Jun	LOWES #01933*	\$89.60			\$89.60		MOT MAINTENANCE SUPPLIES
16-Jun	AMAZON.COM	\$161.19	\$161.19				MOT MAINTENANCE SUPPLIES
10-Jun	THE HOME DEPOT 1019	\$509.83	\$509.83				MOT MAINTENANCE SUPPLIES
9-Jun	LOWES #01933*	\$722.15			\$722.15		MOT MAINTENANCE SUPPLIES

Terry Biladeau

18-Jun	LOWES #01933*	\$839.79	\$839.79				MOT MAINTENANCE SUPPLIES
12-Jun	LOWES #01933*	\$85.75	\$85.75				MOT MAINTENANCE SUPPLIES
28-May	OFFICE DEPOT #5101	\$26.86	\$26.86				MOT MAINTENANCE SUPPLIES

Jody Johnston

19-Jun	GARDNER MEDIA LLC	\$75.94	\$75.94				EMS LIBRARY BOOKS
18-Jun	MIDAMERICA BOOKS	\$81.49	\$81.49				EMS LIBRARY BOOKS
10-Jun	TMS*THE PRINT SHOP	\$448.50	\$448.50				EMS PRINT BOOK
9-Jun	ROSEVILLE GOLFLAND LTD	(\$117.50)				(\$117.50)	REFUND ON 8TH GRADE TRIP

Dwayne Newman

22-Jun	SURVEYMONKEY.COM	\$300.00	\$300.00				DO SUBSCRIPTION
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Darren Brown

22-Jun	QUILL CORPORATION	\$134.47	\$134.47				CHS SUPPLIES
19-Jun	USPS 05172809334414268	\$196.00	\$196.00				CHS POSTAGE
17-Jun	HERTZBERG NEW METHOD IN	\$753.79	\$753.79				CHS BOOKS
15-Jun	SULLIVAN SUPPLY INC	\$1,428.68	\$1,428.68				CHS AG SUPPLIES
18-Jun	TEXTBOOKS.COM	\$62.14	\$62.14				CHS BOOKS
12-Jun	AMAZON.COM	\$405.06	\$405.06				CHS SUPPLIES
17-Jun	UCA	\$775.00				\$775.00	CHEER CAMP REGISTRATION
2-Jun	UCA CAMPS INVTS ONE DAYS	\$1,000.00				\$1,000.00	CHEER CAMP REGISTRATION
2-Jun	UCA CAMPS INVTS ONE DAYS	\$1,000.00				\$1,000.00	CHEER CAMP REGISTRATION
27-May	BIGGER, FASTER, STRONGER	\$2,035.00	\$2,035.00				SPORTS EQUIPMENT TO BE PAID BY CRAF
29-May	LA CABANA	\$99.21	\$99.21				CHS STAFF MEETING LUNCH

\$13,802.93 \$8,429.19 \$1,254.90 \$1,461.34 \$2,657.50

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED JULY 10, 2015			BATCH 1
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
11	ACSA	\$ 220.00	01	DO	BOARD MEMBER MEMBERSHIP
15	ACTIVE NETWORK	\$ 2,394.00	01	ALL	RECEIPTING PROGRAM FOR SITES
L24	ALHAMBRA	\$ 66.02	01	DO/MOT	WATER
13	AMERICAN FIDELITY	\$ 300.20	01	DO	DISABILITY PREMIUMS
20	AMERICAN PROMOTIONAL EVENTS/TNT	\$ 11,465.66	01	CHS	FRIENDS OF MUSIC FIREWORK SALE
L16	BAXTER	\$ 47.02	01	MOT	VEHICLE REPAIR SUPPLIES
L8	CA STATE BOARD OF EQUALIZATION	\$ 194.00	01	DO	SALES TAX DUE
L1/5	CVT	\$ 132,861.77	01	ALL	JULY HEALTH INSURANCE
14	CALSTRS	\$ 37,498.45	01	DO	GOLDEN HANDSHAKE PAYMENT
L22	CITY OF COLUSA	\$ 8,569.68	01	ALL	WATER/SEWER BILLING
12	CCOE	\$ 14,084.00	01	DO	JULY WORKER'S COMP PREMIUM
8	CSBA	\$ 4,370.00	01	DO	GAMUT POLICY SUBSCRIPTION
L12	DAVISON DRUGS	\$ 27.83	01	BPS	SUPPLIES
3	EAGLE SOFTWARE	\$ 10,230.00	01	ALL	STUDENT INFORMATION SYSTEM ANNUAL
L13	ETS	\$ 121.22	01	DO	PRE-ID TESTING MATERIALS
2	FOLLETT	\$ 4,256.42	01	ALL	LIBRARY SOFTWARE SYSTEM ANNUAL
10	FRONTLINE TECHNOLOGIES	\$ 4,324.10	01	ALL	SUBSTITUTE CALLING/ABSENCE SYSTEM
6	GOLDEN BEAR ALARMS	\$ 157.50	01	ALL	ALARM MONITORING FEE
L3	LUCILLE IMHOFF	\$ 270.83	01	HMS	REIMBURSE MILEAGE
L19	KELLEHER PAINT	\$ 1,329.24	01	MOT	MAINTENANCE SUPPLIES
19	MITEL	\$ 1,379.53	01	ALL	PHONE SYSTEM LEASE
L15	NORTH WOODWINDS	\$ 3,373.75	01	CHS	INSTRUMENT REPAIR/REPLACE
18	OREGON MEMORIALS	\$ 200.00	01	CHS	STADIUM WALKWAY PAVER
L6	PG&E	\$ 25,765.15	01	ALL	ELECTRIC BILLING
L21	PEARSON	\$ 3,500.00	01	EMS	MATH INSERVICE ON NEW TEXTBOOK
9	PROGRESS ADVISER	\$ 1,120.00	01	ALL	SOFTWARE SUBSCRIPTION
L23	SORENSEN PEST CONTROL	\$ 258.00	01	ALL	PEST CONTROL SERVICE
L4/1	STANDARD INSURANCE	\$ 1,581.17	01	ALL	TEACHER DISABILITY INSURANCE
L20	SUPERIOR TIRE SERVICE	\$ 591.26	01	MOT	TIRES FOR VAN
4	TCSIG	\$ 123,241.58	01	DO	PROPERTY/LIABILITY ANNUAL PREMIUMS
L43	TCT&A	\$ 739.78	01	CHS	GRADUATION BACKDROP BANNER
17	THREE B'S TOILET RENTALS	\$ 161.25	01	ALL	PORTABLE TOILET RENTALS
7	BOB THURBON	\$ 26,400.00	01	DO	LEGAL FEES
L25-40	US BANK CALCARD VISA	\$ 6,655.28	01	ALL	SEE ATTACHED
L44	VALLEY TRUCK AND TRACTOR	\$ 13.14	01	MOT	MAINTENANCE SUPPLIES
L11	BOBBI WEIGLEIN	\$ 266.87	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
	<b>GENERAL FUND 01</b>	<b>\$ 428,866.49</b>			
16	COLUSA COUNTY ENVIRONMENTAL	\$ 1,176.00	13	CAFE	ANNUAL HEALTH PERMITS FOR CAFETERIAS
	<b>CAFETERIA FUND 13</b>	<b>\$ 1,176.00</b>			
L14	CPM	\$ 19,749.00	21	BOND	MONTHLY CONSULTANT FEES
	<b>MEASURE A BOND FUND 21</b>	<b>\$ 19,749.00</b>			
L37	US BANK CALCARD VISA	\$ 4,343.76	25	DEVFEE	CABINETS & COUNTERS FOR BPS PORTABLE
	<b>CAPITAL FACILITIES FUND 25</b>	<b>\$ 4,343.76</b>			
L9	CUSD GENERAL FUND	\$ 4,131.10	95	ST.BODY	SALES TAX DUE TO GENERAL FUND
	<b>STUDENT BODY FUND 95</b>	<b>\$ 4,131.10</b>			
	<b>TOTAL ACCOUNTS PAYABLE</b>	<b>\$ 458,266.35</b>			



# US BANK CALCARD VISA

Sheryl Parker

TOTAL

FUND 01

FUND 25

P25-P29	1-Jul	ADVANCED DOCUMENT CONCEPTS	\$ 1,364.40	\$ 1,364.40		ALL COPIER MAINTENANCE
P30	1-Jul	RECOLOGY BUTTE COLUSA	\$ 2,729.68	\$ 2,729.68		ALL GARBAGE SERVICE
P31	1-Jul	CLOSE LUMBER - SUTTER	\$ 237.38	\$ 237.38		MOT MAINTENANCE SUPPLIES
P32	25-Jun	VZWRLSS*MY VZ VB P	\$ 235.88	\$ 235.88		ALL CELL PHONES
P41	1-Jul	KAPLAN EARLY LEARN	\$ 756.44		\$ 756.44	BPS PORTABLE CABINETS/BULLETIN BRDS
P41	25-Jun	KAPLAN EARLY LEARN	\$ 1,197.78		\$ 1,197.78	BPS PORTABLE CABINETS/BULLETIN BRDS
P33	25-Jun	LIFETOUCH NSS CORPORATE	\$ 1,269.39	\$ 1,269.39		BPS YEARBOOK
P34	24-Jun	USPS.COM CLICK66100611	\$ 18.11	\$ 18.11		DO POSTAGE
P35	24-Jun	STAPLES 00102863	\$ 21.80	\$ 21.80		DO SUPPLIES

Terry Biladeau

P36	1-Jul	SELOVERS INC.	\$ 163.00	\$ 163.00		MOT TOWING
P38	30-Jun	LOWES #01933*	\$ (676.28)	\$ (676.28)		MOT RETURN PRESSURE WASHER

Nick Schantz

P42	1-Jul	LOWES #01933*	\$ 482.82		\$ 482.82	BPS PORTABLE CABINETS
P37	1-Jul	THE HOME DEPOT 1019	\$ 1,906.72		\$ 1,906.72	BPS PORTABLE CABINETS
P38	30-Jun	LOWES #01933*	\$ 751.43	\$ 751.43		MOT PRESSURE WASHER

Darren Brown

P39	24-Jun	QUILL CORPORATION	\$ 2.89	\$ 2.89		CHS SUPPLIES
P40	23-Jun	PEACH TREE INN	\$ 537.60	\$ 537.60		CHS LODGING AT AG WORKSHOP

\$ 10,999.04 \$ 6,655.28 \$ 4,343.76

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED JULY 17, 2015			BATCH 2
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
L52	ADAM LABS	\$ 80.00	01	MOT	TESTING FOR ASBESTOS SAMPLE
L54	BEELER TRACTOR	\$ 168.27	01	MOT	MOWER PARTS/REPAIR
L60	TERRY BILADEAU	\$ 91.14	01	MOT	REIMBURSE MILEAGE
L55	BOGG'S EQUIPMENT/ENGINEERING	\$ 1,422.83	01	MOT	REPAIR TRASH COMPACTOR
L45	CA STATE BOARD OF EQUALIZATION	\$ 11.44	01	MOT	DIESEL TAX
L21	CA DEPT OF JUSTICE	\$ 113.00	01	DO	FINGERPRINT FEES
L51	COLUSA COUNTY ENVIRONMENTAL	\$ 399.00	01	MOT	ANNUAL FEES FOR HAZARDOUS MATERIAL
L57	DAVIES OIL	\$ 1,245.88	01	MOT	FUEL FOR VEHICLES
L56	DURHAM PENTZ	\$ 215.00	01	MOT	BUS REPAIR
L46	EDD	\$ 1,090.91	01	DO	UNEMPLOYMENT FOR APR-JUNE
L50	HARPER'S AUTO REPAIR	\$ 20.67	01	MOT	VEHICLE REPAIR
L62	JW WOOD	\$ 915.66	01	MOT	MAINTENANCE SUPPLIES
L61	MESSICK HARDWARE	\$ 3,099.60	01	MOT	MAINTENANCE SUPPLIES
L63	MJB WELDING	\$ 58.28	01	CHS	WELDING SUPPLIES
L48	JAMIE MYERS	\$ 45.10	01	SS	REIMBURSE FOR SUPPLIES PURCHASED
L58	PLATT	\$ 461.44	01	MOT	MAINTENANCE SUPPLIES
L47	SPURR	\$ 1,584.36	01	ALL	NATURAL GAS BILLING
23	US BANK EQUIPMENT FINANCE	\$ 2,101.63	01	ALL	COPIER LEASE PAYMENTS
RC2	US BANK CALCARD VISA	\$ 125,099.74	01	ALL	SEE ATTACHED
L49	SOCORRO VARGAS	\$ 15.36	01	SS	REIMBURSE FOR SUPPLIES PURCHASED
	<b>GENERAL FUND 01</b>	<b>\$ 138,239.31</b>			
22	LEASA HILL	\$ 95.45	13	CAFÉ	REIMBURSE MILEAGE
	<b>CAFETERIA FUND 13</b>	<b>\$ 95.45</b>			
	<b>MEASURE A BOND FUND 21</b>	<b>\$ -</b>			
	<b>CAPITAL FACILITIES FUND 25</b>	<b>\$ -</b>			
RC1	US BANK CALCARD-VISA	\$ 7,425.00	95	ST.BODY	VOLLEYBALL CAMP FEES
	<b>STUDENT BODY FUND 95</b>	<b>\$ 7,425.00</b>			
	<b>TOTAL ACCOUNTS PAYABLE</b>	<b>\$ 145,759.76</b>			



COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED JULY 24, 2015			BATCH 3
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
I65	ADVANCED DOCUMENT CONCEPTS	\$ 227.78	01	ALL	COPIER MAINTENANCE AGREEMENTS
L66	ALHAMBRA	\$ 61.08	01	BPS	WATER
RC4	CUSD EMER FD-BCOE SFSP	\$ 56.00	01	SUMSCH	GRANDPARENT VOLUNTEER LUNCHES
RC4	CUSD EMER FD-MICHAEL COX	\$ 408.48	01	DO	LOST PAYCHECK
RC4	CUSD EMER FD-PRINT CHECKS FOR ACCOUNT	\$ 44.50	01	DO	PRINTING CHECK FEES
RC4	CUSD EMER FD-ARICKA MONROE	\$ 10.00	01	DO	FINGERPRINT FEES
RC4	CUSD EMER FD-MICHAEL COX	\$ 142.50	01	DO	LOST PAYCHECK
RC4	CUSD EMER FD-EDD	\$ 0.05	01	DO	ERROR ON BILL
PV29	D&S ASPHALT	\$ 7,396.00	01	MOT	ASPHALT REPAIR OF HAZARDS CHS/EMS
24	GENERATIONS	\$ 210.55	01	MOT	SHIRTS
L71	SIGNWORKS	\$ 268.75	01	MOT	SIGNS
25	MERIDIAN DIESEL	\$ 196.00	01	MOT	BUS MAINTENANCE
26	JAMIE MYERS	\$ 169.40	01	BPS	REIMBURSE TRAVEL EXPENSES
30	PG&E	\$ 25,595.84	01	ALL	ELECTRIC BILLING
L69	RON RADER	\$ 152.38	01	MOT	REIMBURSE MILEAGE
31	SUTTER BUTTES FIRE EXTINGUISHERS	\$ 884.85	01	ALL	SERVICE FIRE EXTINGUISHERS
32	CLAIR TOTH	\$ 137.20	01	BPS	REIMBURSE TRAVEL EXPENSES
CL64	US BANK CALCARD-VISA	\$ 4,029.85	01	BPS	SUPPLIES
CL68	US BANK CALCARD-VISA	\$ 16,022.04	01	MOT	CLEANING SUPPLIES
RC3	US BANK CALCARD-VISA	\$ 33,479.74	01	ALL	SEE ATTACHED
	VOLTAGE SPECIALISTS	\$ 2,390.00	01	EMS/DO	FIRE SPRINKLER REPAIR
	<b>GENERAL FUND 01</b>	<b>\$ 91,882.99</b>			
22	HEARTLAND PAYMENT SYSTEMS	\$ 1,898.00	13	CAFÉ	ANNUAL SOFTWARE FEE FOR POS
	<b>CAFETERIA FUND 13</b>	<b>\$ 1,898.00</b>			
	<b>MEASURE A BOND FUND 21</b>	<b>\$ -</b>			
L67	CUSD GENERAL FUND	\$ 343.76	25	DEVFEE	3% ADMIN FEE FOR COLLECTING DEV FEES
	<b>CAPITAL FACILITIES FUND 25</b>	<b>\$ 343.76</b>			
	<b>STUDENT BODY FUND 95</b>	<b>\$ -</b>			
	<b>TOTAL ACCOUNTS PAYABLE</b>	<b>\$ 94,124.75</b>			

## US BANK CALCARD VISA

Sheryl Parker

20-Jul	QUILL CORPORATION	\$428.93	DO SUPPLIES
16-Jul	ACCREDITING COMM FOR SCHO	\$1,740.00	CHS/CAHS ANNUAL ACCREDITATION FEE
16-Jul	EMC/PARADIGM PUBLISHING	\$3,868.45	EMS TEXTBOOKS
16-Jul	DECKER EQUIPMENT	\$7,475.65	ALL SCHOOLS WHITEBOARDS

Leasa Hill

17-Jul	ROCCOS BAR GRILL	\$71.26	CAFETERIA STAFF LUNCH MEETING
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Zeba Hone

16-Jul	WAL-MART #1903	\$23.92	DO SUPPLIES
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Jeremy Miller

20-Jul	CDW GOVERNMENT	\$2,812.75	BPS TABLETS
20-Jul	CDW GOVERNMENT	\$7,964.10	BPS TABLETS

Nick Schantz

14-Jul	THE HOME DEPOT 1019	\$45.73	MOT MAINTENANCE SUPPLIES
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Darren Brown

20-Jul	FOLLETT SCHOOL SOLUTIONS	\$4,353.75	CHS TEXTBOOKS
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Jody Johnston

20-Jul	DECKER EQUIPMENT	\$511.00	EMS SUPPLIES
16-Jul	PTM DOCUMENT SYSTEMS INC	\$220.40	EMS SUPPLIES
16-Jul	QUILL CORPORATION	\$193.48	EMS SUPPLIES
15-Jul	QUILL CORPORATION	\$47.21	EMS SUPPLIES
15-Jul	QUILL CORPORATION	\$33.85	EMS SUPPLIES
15-Jul	QUILL CORPORATION	\$1,183.18	EMS SUPPLIES
15-Jul	MHE*MCGRRAW-HILL ECOMM	\$519.49	EMS TEXTBOOKS
14-Jul	AWL*PEARSON EDUCATION	\$988.14	EMS TEXTBOOKS
14-Jul	HMCO *BOOKS	\$51.87	EMS TEXTBOOKS
14-Jul	SCHOOL-TECH INC	\$946.58	EMS SUPPLIES

\$33,479.74

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED JULY 31, 2015			BATCH 4
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
36	CHRISTINA BAILEY	\$ 123.09	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
L72	CCOE	\$ 678.67	01	DO	BANK CHARGES
RC5	US BANK CALCARD VISA	\$ 851.61	01	ALL	SEE ATTACHED
34	HERFF JONES	\$ 9.65	01	HMS	DIPLOMA
41	ASHLEY MARTINEZ	\$ 184.45	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
37	KAREN NOBLES	\$ 167.00	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
42	PLEASANT AIR COMPANY	\$ 835.20	01	MOT	AIR FILTERS
39	SCHOOL SERVICE CO	\$ 123.36	01	EMS	SUPPLIES
35	SPORTSMEN DEN	\$ 677.86	01	SPORTS	FOOTBALL SUPPLIES
40	STANDARD INS	\$ 1,633.17	01	ALL	INCOME PROTECTION PREMIUMS
	<b>GENERAL FUND 01</b>	<b>\$ 5,284.06</b>			
	<b>CAFETERIA FUND 13</b>	<b>\$ -</b>			
33	CONNOR SPORT COURT	\$ 34,872.00	21	BOND	SUPPLIES FOR EMS GYM FLOOR
	<b>MEASURE A BOND FUND 21</b>	<b>\$ 34,872.00</b>			
	<b>CAPITAL FACILITIES FUND 25</b>	<b>\$ -</b>			
38	ERIKA LEMENAGER	\$ 258.40	95	EMS	REIMBURSE FOR SUPPLIES PURCHASED
	<b>STUDENT BODY FUND 95</b>	<b>\$ 258.40</b>			
	<b>TOTAL ACCOUNTS PAYABLE</b>	<b>\$ 40,414.46</b>			

**COLUSA USD EMERGENCY FUND - US BANK CALCARD VISA - CK5052**

Sheryl Parker

22-Jul	VZWRLSS*MY VZ VB P	\$125.43	ALL CELL PHONE BILL
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Jeremy Miller

20-Jul	AMAZON.COM	\$393.54	TECH SUPPLIES
22-Jul	QUILL CORPORATION	\$249.56	TECH SUPPLIES

Rosemary Hicks

22-Jul	CLI*NATIONAL GEO EXPLR	\$621.00	SUBSCRIPTIONS FOR TEACHERS
22-Jul	CLI*NATIONAL GEO EXPLR	\$103.50	SUBSCRIPTIONS FOR TEACHERS
22-Jul	CLI*NATIONAL GEO EXPLR	\$103.50	SUBSCRIPTIONS FOR TEACHERS
22-Jul	CLI*NATIONAL GEO EXPLR	\$103.50	SUBSCRIPTIONS FOR TEACHERS
22-Jul	CLI*NATIONAL GEO EXPLR	\$103.50	SUBSCRIPTIONS FOR TEACHERS
22-Jul	CLI*NATIONAL GEO EXPLR	\$103.50	SUBSCRIPTIONS FOR TEACHERS

Darren Brown

20-Jul	FOLLETT SCHOOL SOLUTIONS	-1818.10	CREDIT FOR OVERPAYMENT
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Jody Johnston

15-Jul	SSI*SCHOOL SPECIALTY	\$363.85	EMS SUPPLIES
22-Jul	SSI*SCHOOL SPECIALTY	\$398.83	EMS SUPPLIES

\$851.61

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE RELEASED AUGUST 7, 2015			BATCH 5
REF #	VENDOR	AMOUNT	FUND	LOC	DESCRIPTION
51	ALHAMBRA	\$ 43.77	01	DO	WATER
56	AMERICAN FIDELITY	\$ 293.80	01	DO	DISABILITY INSURANCE PREMIUMS
54	CHRISTINA BAILEY	\$ 76.34	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
73	BAXTER AUTO SUPPLIES	\$ 25.51	01	MOT	VEHICLE REPAIR SUPPLIES
43	CVT	\$ 139,329.53	01	ALL	AUGUST HEALTH INSURANCE PREMIUMS
74	CITY OF COLUSA	\$ 11,031.30	01	ALL	WATER, SEWER BILLING
52	CCOE	\$ 14,084.00	01	DO	WORKER'S COMP PREMIUMS
44	FOLLETT SCHOOL SOLUTIONS	\$ 213.49	01	EMS	BOOKS
50	GOLDEN BEAR ALARM	\$ 157.50	01	ALL	ALARM MONITORING FEES
47	TRISH HAUGH	\$ 256.25	01	BPS	REIMBURSE WORKSHOP EXPENSES
53	ILLUMINATE EDUCATION	\$ 1,500.00	01	DO	TRAINING ON SOFTWARE
46	SHERYL PARKER	\$ 349.02	01	DO	REIMBURSE MILEAGE
49	CLAIR TOTH	\$ 21.49	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
55	SOCORRO VARGAS	\$ 166.53	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
	<b>GENERAL FUND 01</b>	<b>\$ 167,548.53</b>			
	<b>CAFETERIA FUND 13</b>	<b>\$ -</b>			
76	CPM	\$ 27,779.81	21	BOND	CONSULTING FEES
	<b>MEASURE A BOND FUND 21</b>	<b>\$ 27,779.81</b>			
75	GOV FINANCIAL STRATEGIES	\$ 4,117.78	25	DEVFEE	CONSULTING FEES
	<b>CAPITAL FACILITIES FUND 25</b>	<b>\$ 4,117.78</b>			
45	NORTH VALLEY SPORTS CAMPS	\$ 1,900.00	95	CHS	FOOTBALL CAMP FEES
	<b>STUDENT BODY FUND 95</b>	<b>\$ 1,900.00</b>			
	<b>TOTAL ACCOUNTS PAYABLE</b>	<b>\$ 201,346.12</b>			

**COLUSA UNIFIED SCHOOL DISTRICT**

745 Tenth Street  
Colusa, CA 95932

**OFFICIAL MINUTES****Board of Trustees Regular Board Meeting**

June 16, 2015

CALL TO ORDER	The meeting was called to order at 6:00 p.m. in the CUSD Conference Room by Board President Lincoln Forry, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler, Kelli Griffith-Garcia and Kathie Whitesell. Also in attendance were Superintendent Dwayne Newman, Steven McGuckin of Capital Program Management, and staff.
PLEDGE OF ALLEGIANCE	Rebecca Changus led the Pledge of Allegiance.
HEARING OF THE PUBLIC FOR ITEMS ON THE AGENDA	No members of the public were present.
HEARING OF THE PUBLIC FOR ITEMS NOT ON THE AGENDA	No members of the public were present.
STUDENT'S REPORT	No student representative were present.
RECOGNITION & CELEBRATIONS	None
PRESIDENTS REPORT	<ul style="list-style-type: none"> <li>• CRAF – Kelli Griffith-Garcia reported that CHS has held volleyball and basketball camps. Ms. Changus, Ms. Lyons and Mr. Townzen have been involved in the camps and have been doing a great job. Mrs. Griffith-Garcia asked that the custodians make sure the doors are unlocked and the gym accessible.</li> <li>• FOM – None</li> <li>• FOAg – Kathie Whitesell reported that FFA did really well at the Colusa County Fair. In addition to FFA, the Colusa 4H kids also did an exceptional job.</li> <li>• SELPA – None</li> <li>• Grounds – None</li> </ul>
SUPERINTENDENTS REPORT IMPROVING ACHIEVEMENT	<ul style="list-style-type: none"> <li>• 15-16 LCAP Update – Mr. Newman reported that no major changes were made to the LCAP. Sheryl Parker and Mr. Newman have reviewed the 15-16 Budget and it is aligned with the LCAP. A calendar with action items listed on the LCAP is being developed.</li> </ul>
SUPERINTENDENTS REPORT MANAGEMENT	<ul style="list-style-type: none"> <li>• End of Year Update – Mr. Newman stated that next year's graduation will be done differently. The time will be changed from 7:00 PM to 7:30 PM for both Egling Middle School and Colusa High School. The Colusa Alternative High School and the Alternative Home School will remain the same.</li> <li>• Safety Upgrades - Mr. Newman asked for the Board's permission to spend additional funds out of the MOT budget for more crosswalk signs. The board gave Mr. Newman their blessing to use the additional funds.</li> </ul>

Board of Trustees Regular Meeting  
June 16, 2015

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The Board asked for clarification on where the crosswalks will be placed. Mr. Newman will take the Board's suggestion of putting more crosswalk signs on Fremont Street to the City planners for further discussion.

- Summer School Update – Rebecca Changus reported that for the past two years, Colusa High School students were offered an on-line option for summer school. The administrators of CHS found that a number of students were having difficulty accessing computers. As a result, this year's summer school will operate differently. Two Independent Study teachers will be available for students to schedule time with and collect work from. There will also be one on-site teacher for Freshman English students. Erika Lemenager will be the Principal for K-8 Summer School located at BPS. Currently, there are approximately 180 students enrolled in K-8 Summer School. Summer session for K-8 will operate Monday through Thursday starting on July 6 – July 30 from 8:00 – 1:30 PM.
- Property Transfer with CCOE – Mr. Newman presented a satellite map of land and buildings that CUSD owns. He proposed a building for land swap. Currently, the land that CCOE has its Children Center building on is owned by CUSD. The building that is used by CUSD's Kindergarten classes is owned by CCOE. Mr. Newman is proposing this swap in an effort to ensure that bond funds can be used in the Kindergarten buildings as we enter into our bond projects. Mr. Newman received legal guidance from Bob Thurbon regarding this matter. The board would like Mr. Newman to negotiate a long term lease for the building that CCOE occupies (Children's Center) and in turn, the Kindergarten building would be considered the property of CUSD.
- Enrollment – Mr. Newman stated that the incoming TK and Kindergarten students combined for the 15-16 school year is an anticipated 140 students - up from approximately 128 the previous year. Mr. Newman and incoming BPS Principal, Clair Toth will review the enrollment numbers for the incoming TK and Kindergarten classes and develop a plan to accommodate the potential large class sizes.
- Multi Year Projection (MYP) Including Proposed Hires – Mr. Newman presented an MYP which included the possible addition of a Utility Worker/Bus Driver and a Computer Tech. Mr. Newman asked for guidance from the board as it related specifically to the budgetary aspect of this item. The board was in favor of Mr. Newman proceeding with the allocation of additional funds for the two positions in the revised budget.

SUPERINTENDENT'S REPORT  
BUDGET

CSEA REPRESENTATIVE'S  
REPORT

No representative from CSEA was present.

CEA REPRESENTATIVE'S  
REPORT

No representative from CEA was present.

Board of Trustees Regular Meeting  
June 16, 2015

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## PUBLIC HEARING

- SB858 and GASB54 Reserve Level/Excess Reserves – No public comment.
- 2015-2016 Budget – No public comment.
- 2015-2016 LCAP – No public comment.

**INFORMATION / DISCUSSION /**  
**POSSIBLE ACTION ITEMS**  
ACTION ITEM #1415122

Motion was made by Terry Bressler, seconded by Charles Yerxa to approve the Colusa County Consortium Plan for Expelled Students for the 15-16 school year with the understanding that Mr. Newman will negotiate an acceptable financial plan for any excess costs. In addition, the board would like to have a representative from CHS and EMS monitor student progress.

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

Vote: (4 Ayes, 1 Nay)

## ACTION ITEM #1415123

Motion was made by Charles Yerxa, seconded by Terry Bressler to approve the CAHSEE Waiver for Students with Disabilities.

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

Vote: Unanimous

## NO ACTION TAKEN

No action was taken on agenda item I.3. - Provisional Lease and Agreement to Transfer Property.

## NO ACTION TAKEN

No action was taken on agenda item I.4 – CPM Update. Steven McGuckin of CPM presented information on the lease-leaseback process. After discussion with Mr. Newman and Bob Thurbon, CPM advised CUSD to suspend the use of lease-leaseback for projects scheduled under Measure A at this time.

## ACTION ITEM #1415124

Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve the Fire Alarm Panel Replacement with Voltage Specialists (not to exceed \$8160.00).

Whitesell – Aye  
Yerxa – Aye  
Forry – Aye



Board of Trustees Regular Meeting  
June 16, 2015

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Bressler – Aye  
Griffith-Garcia - Aye

Vote: Unanimous

ACTION ITEM #1415125

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the Architectural Services Agreement for District-Wide Fire Alarm

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

Vote: Unanimous

ACTION ITEM #1415126

Motion was made by Kathie Whitesell, seconded by Kelli Griffith-Garcia to approve the First Reading of Board Policy 4121- Substitute and Temporary Employees.

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

Vote: Unanimous

ACTION ITEM #1415127

Motion was made by Charles Yerxa, seconded by Kelli Griffith-Garcia to approve Warrants: Batch #43-46.

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

Vote: (1 Abstain, 4 Aye)

ACTION ITEM #1415128

Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve consent agenda items a – i.

Consent Agenda Items Approved:

- a. May 19, 2015 Meeting Minutes
- b. May Payroll
- c. Personnel Assignment Order # 2014-2015 #10
- d. Associated Student Body Fund
- e. Fund 01 Budget Revision

Board of Trustees Regular Meeting  
June 16, 2015

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- f. Fund 51 Budget Revision
- g. Resolution #2014-15.15 – GASB54 Classification of Fund Balances in Governmental Funds
- h. Declaration of Need for Fully Qualified Educators
- i. 2015-16 Ag Incentive Grant

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

Vote: Unanimous

HEARING OF THE PUBLIC FOR  
MATTERS ON CLOSED SESSION  
AGENDA

None

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 820 p.m. to consider and/or take action upon any of the following items:

1. Student Matters:
  - a. Out of School Suspensions
  - b. Inter-District Transfers
  - c. Consider approval of AHP Recommendation of Expulsion Case #2014-15.06.
  - d. Consider approval of AHP Recommendation of Expulsion Case #2014-15.07.

2. Personnel Matters:
  - a. Public Employee Resignation

3. Possible/Pending Litigation

#### Negotiations

- a. Instruction 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.*)
  1. Consider approval of MOT Stipends

The Board reconvened from Closed Session at 9:15. Board President, Lincoln Forry reported out that the Board reviewed the Out of School Suspensions, Inter-District Transfers, EH #2014-15.06, EH #2014-15.07, and Public Employee Resignation.

ACTION ITEM #1415129

Motion was made by Kathie Whitesell, seconded by Terry Bressler to approve the recommendation of the Administrative Hearing Panel for EH #2014-15.06

Whitesell – Aye

Board of Trustees Regular Meeting  
June 16, 2015

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

Vote: Unanimous

ACTION ITEM #1415130

Motion was made by Kathie Whitesell, seconded by Terry Bressler to approve the recommendation of the Administrative Hearing Panel for EH #2014-15.07.

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

Vote: Unanimous

ADJOURNMENT

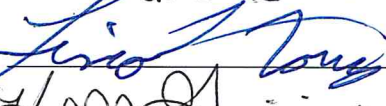
The meeting adjourned at 9:18 PM.

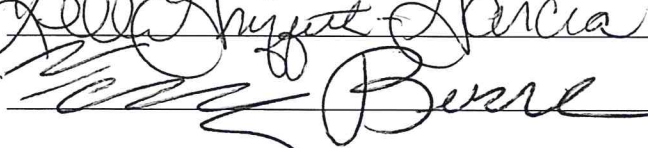
Respectfully submitted by Zeba Hone,  
Executive Administrative Assistant

  
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APPROVED BY:

  
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**COLUSA UNIFIED SCHOOL DISTRICT**

745 Tenth Street  
Colusa, CA 95932

**OFFICIAL MINUTES****Board of Trustees Special Board Meeting**

June 17, 2015

**CALL TO ORDER**

The meeting was called to order at 7:30 a.m. in the CUSD Conference Room by Board President Lincoln Forry, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler, Kelli Griffith-Garcia and Kathie Whitesell. Also in attendance were Superintendent Dwayne Newman and Sheryl Parker

**HEARING OF THE PUBLIC FOR  
ITEMS ON THE AGENDA**

No members of the public were present.

**HEARING OF THE PUBLIC FOR  
ITEMS NOT ON THE AGENDA**

No members of the public were present.

**ACTION ITEM #1415131**

Motion was made by Charles Yerxa, seconded by Terry Bressler to approve and adopt the 2015-2016 LCAP.

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

Vote: Unanimous

**ACTION ITEM #1415132**

Motion was made by Terry Bressler, seconded by Kelli Griffith-Garcia to approve and adopt the 2015-2016 Budget.

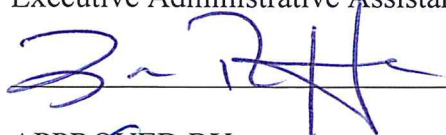
Whitesell – Aye  
Yerxa – Aye  
Forry – Aye  
Bressler – Aye  
Griffith-Garcia – Aye

Vote: Unanimous

**ADJOURNMENT**

The meeting adjourned at 7:31 AM.

Respectfully submitted by Zeba Hone,  
Executive Administrative Assistant



APPROVED BY:



Board of Trustees Special Meeting  
June 17, 2015

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~~Kathy A. Whitely~~  
Kelli Ann Garcia  
Terry Burr

**COLUSA UNIFIED SCHOOL DISTRICT**

745 Tenth Street  
Colusa, CA 95932

I.1.C.

**OFFICIAL MINUTES**

**Board of Trustees Special Board Meeting**

June 29, 2015

**CALL TO ORDER**

The meeting was called to order at 7:30 a.m. in the CUSD Conference Room by Board President Lincoln Forry, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler and Kathie Whitesell. Also in attendance were Superintendent Dwayne Newman.

**HEARING OF THE PUBLIC FOR  
ITEMS ON THE AGENDA**

No members of the public were present.

**HEARING OF THE PUBLIC FOR  
ITEMS NOT ON THE AGENDA**

No members of the public were present.

**ACTION ITEM #1415133**

Motion was made by Charles Yerxa, seconded by Terry Bressler to approve of the recommended Phase 1B projects.

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

Vote: (4 Ayes, 1 Absent)

**ACTION ITEM #1415134**

Motion was made by Kathie Whitesell, seconded by Charles Yerxa to approve the 15-16 Board Meeting Dates and Times. Board Meetings will take place on the second Tuesday's of each month at 6:00 P.M. In addition to those dates, another meeting on the fourth Tuesday will be reserved as a tentative board meeting date in the event deadline items relating to bond projects need board consideration and approval. If a meeting is not necessary, it will be cancelled.

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

Vote: (4 Ayes, 1 Absent)

**ACTION ITEM #1415135**

BP4121

**ACTION ITEM #1415136**

Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve the consent agenda items 1-5.

Consent Agenda Items Approved:

1. 15-16 Consolidated Application for Federal Funding
2. Coaching Time Schedules

Board of Trustees Special Meeting  
June 29, 2015

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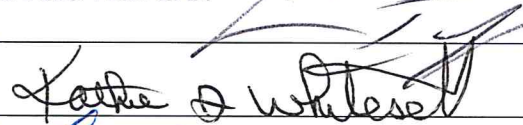
3. Substitute Salary Schedule
  4. Shady Creek Outdoor School Agreement
  5. Illuminate Software License and Support Agreement
- The meeting adjourned at 7:31 AM.

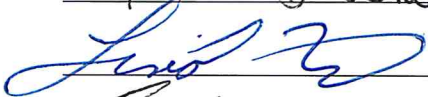
ADJOURNMENT

Respectfully submitted by Zeba Hone,  
Executive Administrative Assistant

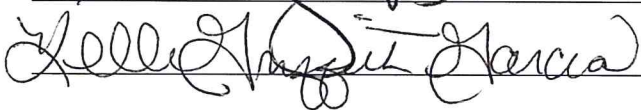
  
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APPROVED BY:

  
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**COLUSA UNIFIED SCHOOL DISTRICT**

745 Tenth Street  
Colusa, CA 95932

**OFFICIAL MINUTES**

Board of Trustees Special Board Meeting

June 30, 2015

CALL TO ORDER

The meeting was called to order at 7:34 a.m. in the CUSD Superintendent's Office by Board President Lincoln Forry, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler Kelli Griffith-Garcia and Kathie Whitesell. Also in attendance were Superintendent Dwayne Newman and Sheryl Parker.

HEARING OF THE PUBLIC FOR  
ITEMS ON THE AGENDA

No members of the public were present.

HEARING OF THE PUBLIC FOR  
ITEMS NOT ON THE AGENDA

No members of the public were present.

ACTION ITEM #1415137

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve of the 15-16 LCAP.

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

Vote: Unanimous

ACTION ITEM #1415138

Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve the 15-16 Budget.

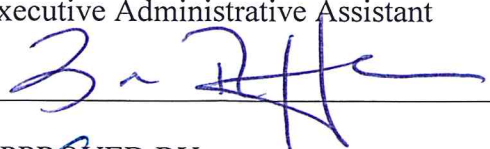
Whitesell – Aye  
Yerxa – Aye  
Forry – Aye  
Bressler – Aye  
Griffith-Garcia – Aye

Vote: Unanimous


ADJOURNMENT

The meeting adjourned at 7:42 AM.

Respectfully submitted by Zeba Hone,  
Executive Administrative Assistant

  
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APPROVED BY:

  
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Board of Trustees Special Meeting  
June 30, 2015

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Kathie A. Whitel  
Kelli Lynette Garcia  
Kerry Bern

**COLUSA UNIFIED SCHOOL DISTRICT**

745 Tenth Street  
Colusa, CA 95932

l.l.e.

**OFFICIAL MINUTES**

**Board of Trustees Special Board Meeting**

July 17, 2015

**CALL TO ORDER**

The meeting was called to order at 7:16 a.m. in the CUSD Superintendent's Office by Board President Lincoln Forry, who established a quorum was present. Attending were Terry Bressler Kelli Griffith-Garcia and Kathie Whitesell. Also in attendance were Superintendent Dwayne Newman, Sheryl Parker, Terry Biladeau and Ron Rogers.

**HEARING OF THE PUBLIC FOR  
ITEMS ON THE AGENDA**

No members of the public were present.

**HEARING OF THE PUBLIC FOR  
ITEMS NOT ON THE AGENDA**

No members of the public were present.

**ACTION ITEM #1415139**

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the contract with Sport Court for purchase of EMS Gym Floor Material.

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

Vote: (4 Ayes, 1 Absent)

**ACTION ITEM #1415140**

Motion was made by Kathie Whitesell, seconded by Kelli Griffith-Garcia to approve the contract with All Sport for installation of EMS gym flooring.

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

Vote: (4 Ayes, 1 Absent)

**ACTION ITEM #1415141**

Motion was made by Kelli Griffith-Garcia, seconded by Kathie Whitesell to authorize the Superintendent to approve an abatement contract not to exceed \$25,000 for the removal of the current EMS gym floor.

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

Vote: (4 Ayes, 1 Absent)

Board of Trustees Special Meeting  
July 17, 2015

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ACTION ITEM #1415142

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the Superintendent going out to bid for student transport vans and possibly a student transport SUV. Upon review of bids, Mr. Newman and Terry Biladeau will explore options relating to the SUV and make a determination as to whether an SUV will be purchased.

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

Vote: (4 Ayes, 1 Absent)

ACTION ITEM #1415143

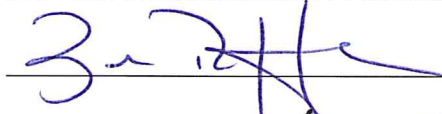
Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve a piggy-back bid process with another school district or governmental agency for a 76 passenger bus.

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

Vote: (4 Ayes, 1 Absent)

The meeting adjourned at 7:58 AM.

Respectfully submitted by Zeba Hone,  
Executive Administrative Assistant

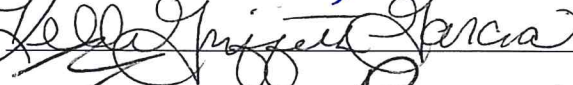
  
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COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street  
Colusa, CA 95932

OFFICIAL MINUTES  
Board of Trustees Special Board Meeting

July 23, 2015

CALL TO ORDER

The meeting was called to order at 7:22 a.m. in the CUSD Superintendent's Office by Board President Lincoln Forry, who established a quorum was present. Attending were Terry Bressler and Kathie Whitesell. Also in attendance were Superintendent Dwayne Newman and Sheryl Parker. No members of the public were present.

HEARING OF THE PUBLIC FOR  
ITEMS ON THE AGENDA

HEARING OF THE PUBLIC FOR  
ITEMS NOT ON THE AGENDA

No members of the public were present.

ACTION ITEM #1415144

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the quote from Downtown Ford Sales for the purchase of 6 vans.

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

Vote: (3 Ayes, 2 Absent)

ACTION ITEM #1415145

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the quote from Creative Bus Sales.

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



Vote: (3 Ayes, 2 Absent)

The meeting adjourned at 7:48 AM.

Respectfully submitted by Zeba Hone,  
Executive Administrative Assistant

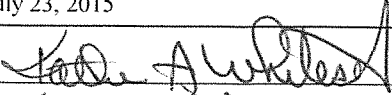
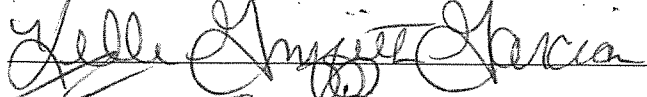

  
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APPROVED BY:

  
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Board of Trustees Special Meeting  
July 23, 2015

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# COLUSA UNIFIED SCHOOL DISTRICT

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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: June 2015

Issued 6/10/2015: (SUP)	\$ 21,764.30
Issued 6/25/2015: (10D#1)	\$ 295,427.02
Issued 6/26/2015: (10D#2)	\$ 295,426.51
Issued 6/29/2015: (11D)	\$ 38,922.14
Issued 6/30/2015: (EOM)	<u>\$ 203,888.89</u>
June total	\$ 845,428.86

Payroll totals for the month of: July 2015

Issued 7/10/2015:	\$ 21,242.77
Issued 7/31/2015:	<u>\$ 180,987.69</u>
July total	\$ 202,230.46



RECEIVED  
JUN 16 2015

Return to First 5  
by June 18, 2015

l.1.h.

AGREEMENT FOR PROPOSITION 10  
STRATEGIC PLAN IMPLEMENTATION SERVICES  
Burchfield Primary School Kinder Camp Fiscal Year 2015

**THIS AGREEMENT** (hereafter Agreement) is made by and between the First 5 Colusa County Children and Families Commission (hereafter COMMISSION) and Colusa Unified School District, having its principal place of business at 745 10<sup>th</sup> Street, Colusa 95932 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COMMISSION agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **SERVICES TO BE PERFORMED.** CONTRACTOR agrees to provide services to the COMMISSION in accordance with Exhibit A attached hereto and incorporated herein by reference.
2. **TERM.** CONTRACTOR shall commence performance on June 1, 2015 and end performance upon completion, but no later than August 31, 2015 unless otherwise directed by the COMMISSION or unless earlier terminated. CONTRACTOR shall not be responsible for delays caused by factors beyond its control provided that approval for any extended time of performance has first been approved in writing by the COMMISSION.
3. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.
4. **STANDARDS OF PERFORMANCE.** CONTRACTOR represents that it is professionally qualified and licensed to perform the work to be done as required in this Agreement. COMMISSION relies upon the representations of CONTRACTOR regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Agreement. Acceptance of work by the COMMISSION does not release CONTRACTOR from any responsibility to perform work to professional standards. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this Agreement. CONTRACTOR shall perform all services required by this Agreement in a manner and according to the standards observed by a competent practitioner of the profession.
5. **PERFORMANCE EVALUATION AND REPORTING.** CONTRACTOR shall collect data on services rendered and results achieved, submit reports to the COMMISSION, and otherwise support the ability of the COMMISSION to evaluate the performance of CONTRACTOR under this Agreement in accordance with the terms of Exhibit C attached hereto and incorporated herein by reference.
6. **ASSURANCES BY CONTRACTOR.** CONTRACTOR agrees to comply with all provisions regarding supplanting of funds and nondiscrimination in accordance with the terms. Consistent with the intent of the California Children and Families Act of 1998, no monies provided by the COMMISSION may be used to supplant federal, state, county or other monies available to CONTRACTOR for any purpose. CONTRACTOR will not require participation in a religious faith



to be a prerequisite for individuals receiving services paid for under this Agreement. Outreach for services will be to the community at large.

7. **OWNERSHIP OF MATERIALS.** All plans, studies, documents, software, databases, and other writings and materials ("Materials") prepared by and for CONTRACTOR, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes, shall become the property of the COMMISSION, and the COMMISSION shall have the sole right to use such materials in its discretion. CONTRACTOR shall, at CONTRACTOR's expense, provide such Materials to the COMMISSION upon written request. All copyrights and other proprietary rights in such Materials shall belong exclusively to the COMMISSION unless otherwise agreed to in writing by the COMMISSION.

8. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and shall not act as an agent or employee of COMMISSION, and is not subject to the direction and control of the COMMISSION except as to the final result. CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to COMMISSION employees, and CONTRACTOR hereby expressly waives any claim it may have to such rights.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall perform any services under this Agreement.

10. **INDEMNITY AND LIABILITY.** The COMMISSION shall not be liable for any damages or injuries caused, nor the costs or expense incurred by CONTRACTOR or its officers, employees and agents in the performance of any of CONTRACTOR's duties under this Agreement. CONTRACTOR agrees to defend, indemnify and hold harmless the COMMISSION, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) arising out of the performance of this Agreement to the extent caused by the negligent acts, errors or omissions of CONTRACTOR, except for any such claim arising out of the gross negligence or willful misconduct of the COMMISSION, its officers, agents, employees and volunteers.

11. **INSURANCE.** CONTRACTOR agrees to procure and maintain insurance in accordance with the provisions of Exhibit D attached hereto and incorporated herein by reference.

12. **NON-APPROPRIATION.** This Agreement is funded from revenue derived from a tax placed on the sale of tobacco products. COMMISSION reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments, then COMMISSION will immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COMMISSION upon thirty (30) days notice. After this Agreement is terminated under these provisions, COMMISSION shall have no obligation to make further payments.



13. **TAXES.** The COMMISSION shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should the COMMISSION be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COMMISSION for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

14. **BUSINESS RECORDS.**

A. **Financial Records.** CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to charges for services, or expenditures or disbursements charged to the COMMISSION for a minimum period of **four (4) years**, or any longer period required by law, following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices.

B. **Client Records.** CONTRACTOR shall prepare and maintain accurate and complete records of children/clients served or other services rendered, and dates and type of services provided, under the terms of this Agreement in a form acceptable to COMMISSION. CONTRACTOR shall maintain such records for a minimum period of four (4) years, or any longer period required by law, following the termination of this Agreement.

C. **Other Records.** CONTRACTOR shall keep such other business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for a minimum period of **four (4) years** following the termination of this Agreement.

D. **Inspection of Records.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the COMMISSION. Copies of such documents shall be provided to the COMMISSION for inspection at the COMMISSION's office when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the CONTRACTOR's address indicated for receipt of notices in this Agreement.

E. **Custody of Records.** Where COMMISSION has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's operations related to the services provided under this Agreement, COMMISSION may, by written request, require that custody of the records be given to the COMMISSION and that the records and documents be maintained by the COMMISSION at its offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.

15. **CONFIDENTIALITY.** CONTRACTOR agrees to maintain the confidentiality of all records, including children or other persons receiving services under this Agreement, in accordance with the provisions of Exhibit E attached hereto and incorporated herein by reference.



16. **LICENSES.** CONTRACTOR represents and warrants to the COMMISSION that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to perform the services under this Agreement. CONTRACTOR represents and warrants to COMMISSION that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, qualifications, insurance, and approvals which are legally required of CONTRACTOR to perform the services under this Agreement.

17. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to COMMISSION for entering into this Agreement is the professional reputation, experience and competence of CONTRACTOR. CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COMMISSION and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the COMMISSION. If COMMISSION consents to such subcontract, CONTRACTOR shall supervise and monitor all work performed by any and all sub-contractors, and shall be fully responsible to COMMISSION for all acts or omissions of the subcontractor(s). Nothing in this Agreement shall create any contractual relationship between COMMISSION and subcontractors nor shall it create any obligation on the part of the COMMISSION to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

18. **REVERSION OF ASSETS.**

A. **Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.

B. **Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost therefor exceeded five thousand dollars (\$5000.00) shall either be, at the election of COMMISSION: (1) used by CONTRACTOR for the services described in Exhibit A for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of such asset.

1) In furtherance of the foregoing, if COMMISSION selects continued use of the capital asset, then CONTRACTOR hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Agreement



and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

2) In the event COMMISSION selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

19. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COMMISSION shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COMMISSION desires.

20. **TERMINATION.**

A. **By COMMISSION.** COMMISSION may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time upon thirty (30) days written notice, whether for COMMISSION's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COMMISSION all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1) **For Convenience.** COMMISSION may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify the COMMISSION as to the status of its performance. Notwithstanding any other payment provision of this Agreement, COMMISSION shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COMMISSION such financial information as in the judgment of the COMMISSION is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COMMISSION shall be final. The foregoing is cumulative and shall not affect any right or remedy which COMMISSION may have in law or equity.

2) **Due to Default or Breach of Agreement.** Upon default by the CONTRACTOR in the performance of this Agreement or materially breach any of its provisions, COMMISSION may, at the COMMISSION'S sole option, terminate this Agreement by written notice which shall be effective upon receipt by CONTRACTOR.



3) **Due to Non-Appropriation.** Termination may occur according to the provision of Paragraph 12 of this Agreement.

B. By **CONTRACTOR.** Should COMMISSION fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COMMISSION within thirty (30) days of written notice to COMMISSION of such late payment.

21. **SECTION HEADINGS.** The headings of the sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved by COMMISSION is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that the parties may have hereunder.

25. **SOLE RECOURSE.** CONTRACTOR'S sole remedy is against the COMMISSION and its Trust Funds and CONTRACTOR will not seek damages, specific performance, or other relief from Colusa County or its agencies or employees.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

27. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

28. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

29. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may



hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COMMISSION is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COMMISSION.

30. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in Colusa County, if in state court, or in the federal district court nearest to Colusa County, if in federal court.

31. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. **CONFLICTS IN INTERPRETATION.** In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections of this Agreement shall prevail over those in Exhibits.

33. **DESIGNATED REPRESENTATIVE.** Ginger Harlow, Director, at phone number (530) 458-5555 is the representative of the COMMISSION and will administer this Agreement for and on behalf of COMMISSION. Dave Tarr, Burchfield Primary School Principal, at phone number 530.458.5853 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

34. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COMMISSION:  
FIRST 5 COLUSA CHILDREN & FAMILIES COMMISSION  
217 9th Street, Suite B  
Colusa, CA 95932

To CONTRACTOR:  
Colusa Unified School District  
745 10<sup>th</sup> Street  
Colusa, CA 95932

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

35. **ATTACHMENTS**. All attachments referred to are incorporated and made part of this agreement. Attachments include: Attachment 1- Implementation Plan; Attachment 2- Post Evaluation Narrative; Attachment 3- Pre/Post Teacher Survey; and Pre/Post Parent Survey.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COMMISSION.

FIRST 5 COLUSA  
CHILDREN & FAMILIES COMMISSION  
"COMMISSION"

By: Bonnie Davis

Title: Commission Chair

Date: May 28, 2015

Colusa Unified School District  
"CONTRACTOR"

By: Clair Joth

Title: Principal

Date: 6/8/15

94-6002149  
Social Security or Taxpayer ID Number



## EXHIBIT A STATEMENT OF WORK

### Project Description

1. Administer a Kindergarten transition program, hereafter referred to as 'Kinder Camp' with a minimum of **six (6) hours of direct program time, not less than two (2) days of student attendance.**
2. Provide physical location for the Kinder Camp.
3. Provide appropriate staffing structure following the District guidelines for a Kindergarten classroom.
4. Maintain appropriate documentation required for school events.
5. Funding for Kinder Camp is based on the number of children who preregister by the end of the scheduled preregistration dates.

### Implementation Plan

See attached individual Implementation Plan, Attachment 1.

A. CONTRACTOR acknowledges that the COMMISSION is developing new structures to promote collaboration between different organizations serving children and families. CONTRACTOR will participate in the development of these collaborative structures and processes where appropriate.

B. CONTRACTOR will participate in COMMISSION sponsored in-service training when requested by the COMMISSION.

C. CONTRACTOR will include language in all brochures and promotional materials developed to describe and promote COMMISSION funded programs, services and projects that states "Funded by First 5 Colusa."



## EXHIBIT B COMPENSATION

A. Payment for services and/or reimbursement of costs shall be made as follows:

Cost-based reimbursement. The District/School will pay for all services and equipment as needed and will bill the commission for a cost-based reimbursement, not to exceed the following amount:

- **Total cost reimbursement for supplies for each Preregistered Student**      **\$6.00**
- **Total cost reimbursement for each Certificated Teacher**      **\$350.00**
- **Total cost reimbursement for each Assistant Position**      **\$100.00**
- **Total cost reimbursement for Administration and Coordination**      **\$350.00**

Invoices, as well as copies of all receipts and staff timesheets, shall be received at the COMMISSION office no later than sixty (60) days after close of program. If the invoice and other required financial documentation are received after sixty (60) days, a 10% funding penalty may be enforced.

Such payments are conditioned upon CONTRACTOR's satisfactory performance as determined by COMMISSION, based upon the statement of work described in Exhibit A and performance reports provided by CONTRACTOR as described in Exhibit C. Final payment shall not be made until all final reporting requirements have been met.

D. COMMISSION'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COMMISSION'S right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

E. CONTRACTOR will submit an invoice to the COMMISSION for payment requested under this Agreement. CONTRACTOR invoice shall reference the contract name listed on the first page of this Agreement and will include a brief description of the services, activities, and completed Attachment 3, the time period to which the invoice pertains, the number of units of service delivered during the billing time period (if applicable), and the total dollar amount of payment requested. The COMMISSION will pay CONTRACTOR by the due date established in this Exhibit B or, if no due date is set, by no later than 30 days after approval of the invoice by COMMISSION staff.

**EXHIBIT C**  
**PERFORMANCE EVALUATION AND REPORTING**

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A. CONTRACTOR will perform the following activities to collect, maintain and report data that enables the COMMISSION to determine the progress of work performed and community results achieved by the CONTRACTOR's activities:

B. CONTRACTOR will submit timely program evaluation reports as outlined in Attachment 1, 2, and 3. If a report is not submitted on time, the COMMISSION, at its sole discretion, may withhold further payments to CONTRACTOR until the report is received by the COMMISSION and accepted by the COMMISSION as satisfactorily providing all of the information required on the COMMISSION's report format. The COMMISSION at its sole discretion may also impose a funding penalty of no more than 5% of the total grant amount for late reporting.

C. CONTRACTOR acknowledges that the COMMISSION is subject to state-level reporting requirements, which may change in the future, and will fully cooperate with the COMMISSION as necessary to enable the COMMISSION to meet its requirements under law or as defined by written policies established by the California Children and Families Commission.



## EXHIBIT D INSURANCE

CONTRACTOR, at CONTRACTOR's own cost and expense unless otherwise provided for in this Agreement, shall procure and maintain, for the term of this Agreement, the following insurance policies with insurers possessing a Best's rating of no less than A:VII.

A. **Workers' Compensation Coverage.** CONTRACTOR shall maintain Workers' Compensation Insurance and Employee Liability Insurance for its employees in accordance with the laws of the State of California. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employee Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by the COMMISSION at least thirty (30) days prior to such change.

B. **General Liability Coverage.** CONTRACTOR shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

C. **Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR 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 not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.

D. **Professional Liability Coverage.** CONTRACTOR shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from CONTRACTOR's operations under this Agreement, whether such operations are by the CONTRACTOR or by its subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis. Said insurance shall remain in full force and effect for at least thirty-six (36) months following the month in which the term of this Agreement is completed.

E. **Policy Endorsements.** Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:

1. The Colusa County Children and Families Commission, its appointed officers, directors, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.

2. Provide that CONTRACTOR's insurance shall be primary insurance as respect to COMMISSION, its appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the COMMISSION, including any self-insured retention the



COMMISSION may have, shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the COMMISSION, its appointed officers, officials, employees, agents, or volunteers.
5. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COMMISSION, its appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the COMMISSION.
7. Include broad-form contractual liability coverage insuring CONTRACTOR's indemnity obligations under this Agreement.
8. Be issued on an "occurrence" basis or other basis determined by the COMMISSION's legal counsel to be substantially similar to an occurrence basis.
9. Be issued by insurers acceptable to the COMMISSION and licensed to transact business in California.
10. Provide that all liability limits shall be single limit coverages.
11. Provide products/completed operations coverage for three (3) years following completion of CONTRACTOR's work under this Agreement and acceptance by the COMMISSION.

F. **Deductibles and Self-insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COMMISSION before work is begun. At the COMMISSION's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. **Proof of Coverage.** Prior to beginning work, CONTRACTOR shall furnish the COMMISSION with copies of its insurance policies and endorsements effecting coverage required by this Agreement. Issuing a notice to proceed shall not waive the COMMISSION's right to strictly enforce the insurance requirements of this Agreement.



**EXHIBIT E**  
**CONFIDENTIALITY REQUIREMENTS**

CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including billings, claims, and any audio and/or video recordings, in accordance with all applicable State and Federal codes and regulations, as they now exist or may hereafter be amended or changed. Each party shall inform its officers, agents and employees of the requirements of this section and the special requirements as to particular classes of records.

**A. Contractor Obligations; Confidentiality of Records to Persons Provided Services.**

CONTRACTOR shall not disclose any information with regard to the identity of children or other persons receiving services pursuant to this Agreement, except as expressly requested and/or approved by the COMMISSION and as permitted by law. CONTRACTOR agrees to maintain the confidentiality of its records pursuant to all applicable provisions of law and implementing regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

1. All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION'S designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR'S staff, agents, employees and volunteers.
2. CONTRACTOR shall require its employees, agents and volunteers to sign an agreement which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.
3. CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
4. CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

**B. Commission Obligation.** COMMISSION shall maintain the confidentiality of patient or service recipient records made available pursuant to this Agreement in accordance with all provisions of the law, and regulations promulgated thereunder relating to privacy and confidentiality, and the customary standards and practices of government third-party payors. CONTRACTOR acknowledges such confidentiality may be limited by public records and freedom of information laws.

**C. Authorized Data Sharing.** The provisions of A and B are not applicable to authorized data sharing pursuant to COMMISSION funded projects or as permitted by law.

**SUTTER COUNTY SUPERINTENDENT OF SCHOOLS**  
*Memorandum of Understanding*  
**2015-2016 School Year**

THIS MEMORANDUM OF UNDERSTANDING establishes a formal financial and program delivery agreement to be entered upon beginning this first day of July, 2015. The parties to this contract are the Tri-County Regional Occupational Program hereinafter to be referred to as "**Tri-County ROP**", acting as the agent of the Sutter County Superintendent of Schools and the **Colusa Unified School District**. The **Colusa Unified School District** is located at **745 Tenth Street, Colusa Ca. 95932** and is hereinafter to be referred in this document as the "**District**". Should legislative action, either State or Federal, create the need to alter the terms of this agreement, the agreement shall be null and void and a new MOU will be developed reflecting changes in the law. Both Tri-County ROP and the District agree to all of the following contract provisions:

**A. ADMINISTRATION AND COORDINATION**

***The District Will:***

- (1) Provide Career Technical Education services to Tri-County ROP programs under their jurisdiction.
- (2) Direct and coordinate the operation of all Tri-County ROP programs under the terms and conditions of the Tri-County ROP Board Policy and Regulations and in compliance with the California State Plan for Vocational Education, and all applicable codes and sections of Title V, California Administrative Code, federal law and the Education Code.
- (3) Collaborate with Tri-County ROP by providing administrative services, including: counseling, admission, submitting attendance, and providing achievement records in the same manner as those maintained for any student in the District. The District agrees to supervise and evaluate ROP teachers, classified staff, instructional programs, budget development and management, recruitment of students into ROP programs, guidance and counseling of students and other functions required by Tri-County ROP Board Policies and Procedures.
- (4) Work with the Tri-County ROP Director and administrative staff when implementation of curriculum changes are necessary or new laws or programs create changes that need to be implemented including provisions outlined in new grant funding.
- (5) Submit data required for the efficient operation of Tri-County ROP which may include course changes, budget revisions, master schedules, bell schedules, enrollment reports, attendance reports, and follow-up information.

(6) Career Technical Education courses that the District wishes to offer using ROP funding must be approved by the Sutter County Board of Education as the LEA providing over-site of the program. New courses including a course description, an outline that includes units of study and hours per unit of study, and evidence that there is a need for the course must be included in the minutes of an Advisory Meeting in which the new course was discussed,. The new course information is due to the Tri-County ROP administrative office no later than **June 1**, in order for the course to be approved to begin in the fall semester of the next school year.

***Tri-County ROP Assurances:***

(1) Tri-County ROP will create opportunities for teachers representing member districts to have access to a myriad of professional development opportunities that will help maximize their effectiveness in the classroom.

(2) Tri-County ROP will assist teachers in the development of curriculum for new courses and update curriculum for current courses to ensure that all CTE/ROP courses offered at member sites are aligned with State CTE Standards and are eligible for A-G designation whenever possible.

(3) Tri-County ROP will provide certificates of completion for each course taught and will provide them to the teacher(s) who request them. Certificates will only be awarded to students who have completed course requirements. Tri-County ROP will work with teachers and advisory committees to update certificates that reflect changes in the local and regional labor market, ensure alignment with Model Curriculum Standards, Common Core, State CTE standards and meet any State authorized definition of a high quality CTE program.

(4) Tri-County ROP will participate in CTE District Advisory Committees where appropriate and work with area businesses, the local Chamber of Commerce, the Workforce investment Board, and other workforce agencies to help create work-based learning opportunities for students that are aligned with career pathway development.

(5) The administration of Tri-County ROP will provide member district administrators, teachers, counselors and other appropriate staff with information specific to Career Technical Education, best practices, and proposed changes in federal and state education laws. This will occur as a result of ROP administrations membership and participation in the Association of California School Administrators, CCSESA , the California Association of Regional Occupational Centers and Programs, and other groups that advocate for Career Technical Education in California.

(6) Administrative staff from Tri-County ROP will visit the field at least twice per year and whenever requested to observe operations, and work with school administrators, teachers and counselors to offer assistance in creating the strongest CTE programs possible at each site.



(6) Maintain an inventory of capital outlay items purchased with funds provided by the Tri-County ROP at the district office. All changes in ROP inventory must be reported to the ROP administrative office within 30 days as per Tri-County ROP #3017.1.

(7) Teachers must organize Employer Advisory Committees for each course that receives ROP funding. Membership of this committee must include a majority of business/industry representatives who have expertise related to the course(s) being taught. Students, instructional aides, and teachers from other classes may attend but are not considered part of the committee for quorum purposes. Employer Advisory Committees must meet at least once a year and the meeting memorialized by written minutes that are to be submitted to the ROP administrative office no later than **April 1, 2016**. All ROP teachers separately or in partnership with teachers in like industry cluster areas, must participate in an advisory committee.

(8) Each District must have a representative attend the Tri-County ROP Steering Committee meetings scheduled five times per year and other meetings as required. An alternate may be appointed to attend the Steering Committee Meetings in place of the site administrator or superintendent and vote in the absence of the regular district representative. **A District representative or alternate must be present at Steering Committee meetings a minimum of 4 meetings a year or the District may lose funding as per Tri-County ROP Policy #3013.2**

***The Tri-County ROP will:***

(1) Provide the member District with assistance in the administration and coordination of programs at district sites.

(2) Provide the District with technical assistance so that the District remains in compliance with ROP policies and procedures and all education codes, administrative codes, and federal law.

(3) Provide site administrators and other District personnel with assistance in the recruitment of students through maintenance of the Tri-County ROP website; assist with development of new courses and curriculum; assist in the recruitment of teachers and other staff when requested; and meet with teachers and other ROP staff before the start of new school year to provide an orientation to the new year, including providing information on changes in the Career Technical Education delivery system and how those changes will be implemented.

(4) Seek out and apply for, as appropriate, grant funding that will benefit school sites, teachers, and students on behalf of the Tri-County ROP member districts. Tri-County ROP would then assist in the implementation of new grant funding at each affected site.

(5) Submit data gathered from sites for the purpose of securing grants, complying with grant requirements, providing information useful for the District's Local Control Accountability plan, providing sites with useful enrollment and demographic information, and reporting to state

agencies and other entities when required to protect the District's fiduciary and program interests.

(6) Maintain an ROP wide inventory system and ensure compliance with inventory policies and procedures. This would include inventory audits.

(7) Provide templates for securing ROP advisory committee minutes and attend ROP advisory committee meetings wherever possible.

(8) Will ensure the Director serves as Ex-Officio Secretary of the ROP Steering Committee, schedules Steering Committee meetings, organizes and schedules special Ad Hoc committees and meetings when necessary to deal with budget and other program issues, and provide oversight of the ROP Budget.

(9) Meet with counseling staffs from the local community college and member high school districts at least annually to provide undated information, detail available services, improve articulation between high schools and the community college and provide other capacity building activities at they relate to improving the local Career Technical Education delivery system.

#### **B. INSTRUCTION:**

##### ***District Assurances***

(1) The District is a public school district with extensive capabilities and experience in career-technical education and training and employs teachers holding valid California teaching credentials for each career technical education program taught under this contract.

(2) The District provides facilities that meet requirements of state and local safety and health regulations and its equipment and instruction material are adequate and suitable for the courses offered and the number of students in attendance.

(3) The District declares its financial resources are adequate to insure full funding of its contribution to the total ROP budget as outlined in the attached budget summary.

(4) By signing this agreement with the Sutter County Superintendent of Schools, the District acknowledges that its participation is with all the signatory districts of this agreement and that it assumes all the rights, duties, and obligations with respect to participating in Tri-County ROP.

(5) The District maintains current, accurate records of students' attendance and progress and consents to inspection by authorized representatives of Tri-County ROP for purposes of audit compliance and other factors.

(7) Tri-County ROP will assist districts by working with teachers and local community colleges to ensure courses are articulated, wherever possible, as well as providing other high school to college transitional services for students.

(8) Tri-County ROP will lead the effort to institutionalize a Career Ready Certification Program; provide a myriad of assessment tools and strategies to measure student progress, certify student achievement as it relates to meeting industry standards, and include the academic rigor that is the cornerstone of the Common Core, Model Curriculum Standards and State CTE standards as well as meeting a state approved definition of a high quality CTE program. Tri-County ROP will work with districts to ensure STEM instruction is embedded in as many pathways as appropriate.

### **BUDGET OVERVIEW**

#### ***District Agreement:***

(1) For the 2015-2016 school-year, the District agrees to fully fund its share of the overall site ROP budget as identified below. District expenditures are to be identified on the attached Tri-County ROP Budget and Expenditure Schedule. The District contribution to the operation of Tri-County ROP will be **\$74,366.80**. This total represents the balance of the funds the District will not receive from Tri-County ROP and when added to the 2015-2016 contribution from Tri-County ROP, equals the amount allotted to the district in 2014-2015. Please note the maximum allowed expenditure for administration is 3% of the total combined allocation for 2015-2016.

(2) Funds contributed by the District are to be identified in the allowable categories as identified on the Budget and Expenditure Schedule. Allowable expenditures include salaries (classified and certificated), employee benefits, administration, supplies, instructional materials, services/operational costs, and capital outlay. All funds must be accounted for by providing the ROP business office with documentation that will verify all District expenditures on ROP courses no later than **June 30, 2016**. If documentation is not provided for any portion of the required district amount, as identified in the Budget and Expenditure Schedule, the amount not verified will be deducted from the funding provided from the ROP contribution of the overall budget.

(3) Funds spent with the District contribution to ROP must be spent on ROP courses approved prior to 2015-2016 and operated by the District. Course changes are permitted as long as the courses are ROP approved and do not supplant a District funded program.

(4) While it is the desire of the Tri-County ROP that each site maintain its allotment of course sections to give students broad exposure to Career Technical Education course offerings, spending the funds on fewer ROP classes may be allowed with approval of the ROP Director and the Sutter County Superintendent of Schools. This may occur, for example, if a district desires to invest more funding in fewer sections in an effort to develop pathway programs that are at a

minimum, sequenced, rigorous, meet model curriculum standards, are STEM focused, are likely to produce industry based certification, and are articulated with local community college(s).

***ROP/Agreement***

(1) For the 2015-2016 school-year, the Tri-County ROP will provide the District with an allotment of **\$111, 550.20**. This amount represents 60% of the funds the District received from Tri-County ROP in 2014-2015 school-year. This allotment along with the District contribution of **74,366.80**, provides the District a total of **\$185,917.00** to operate \_\_\_\_\_ sections of ROP.

(2) As with its own contribution to the ROP, the District, at its discretion, will decide how ROP funds will be expended in each category for each section of ROP offered at the site. The District will identify those expenditures on Tri-County ROP Budget and Expenditure Schedule. In the case of the ROP contributions, the ROP will reimburse the district using the following guidelines: reimbursements for the ROP contribution may occur twice per year, 25% or less by **January 1, 2016** and the balance by **June 30, 2016**. As has always been past practice, back-up documentation must accompany all billings for allowable costs only. ROP reserves the right to deny reimbursement for items that fall outside allowable parameters.

**BOTH THE DISTRICT AND TRI-COUNTY ROP AGREE TO THE FOLLOWING**

In the event California State or Federal law substantially changes the current funding delivery system for CTE purposes in California and substantially changes the ability for either party to meet the obligations created by this agreement; this agreement will be declared null and void and a new MOU acceptable to both parties may/shall be developed and signed by the contracting parties, the District and the Tri-County ROP. By signing this agreement, both the district and the Tri-County ROP are acting in good faith based on the current funding model created and currently in force under the LCFF. Receipt of the California Career Pathways Trust (CCPT) grant, if awarded, by the Sutter County Superintendent of Schools, shall have no effect on this MOU and districts will receive CCPT funding and as per the terms of the grant submitted on their behalf.

**SIGNATURE PAGE**

Bill Cornelius

Sutter County Supt. of Schools

4-29-15

Date

Deanna K. Kusma

District Superintendent

3/15/15

Date

Randy Pegg

Director, Tri-County ROP

4/28/15

Date

\_\_\_\_\_  
Principal (optional)

\_\_\_\_\_  
Date

[illegible]



## SchoolWorks, Inc.

6815 Fair Oaks Blvd. #3  
Carmichael, CA 95608  
Ph: (916) 733-0402  
www.SchoolWorksGIS.com



SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Colusa Unified School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

Date:	Services Performed By:	Services Performed For:
July 21, 2015	SchoolWorks, Inc. 6815 Fair Oaks Blvd. #3 Carmichael, CA 95608 Ph: (916) 733-0402 www.SchoolWorksGIS.com	Colusa Unified School District 745 10th Street Colusa, CA 95932

## LEVEL 1 DEVELOPER FEE STUDY

### Scope of Work

#### 1. Developer Fee Study – Level 1:

Consultant shall prepare a Level 1 Developer Fee Study to justify the statutory fee rates for both residential and for commercial/industrial development. School Districts are authorized to collect these fees per Education Code Section 17620. The Study will include a sample Board Resolution to be adopted along with a sample Public Notice that needs to be published/posted at least fourteen (14) days prior to School Board approval.

The Level 1 Fees are adjusted every two years to account for the changes in the construction cost index. The next adjustment will be made on January 27, 2016.

	2014 Rates	2016 Rates
Residential	\$3.36	TBD
Commercial/Industrial	\$0.54	TBD

## Pricing

---

Item Description	Cost
Level 1 Developer Fee Study	\$3,000

If SchoolWorks' presence is requested at a school board meeting, the district will be billed at \$140 per hour plus travel time and expenses.

## Payment Schedule

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The consulting fees cited above, will be billed upon completion of the project. The amount is due within thirty (30) days of the date of the invoice. A late fee of 5% of the invoice amount will be charged if the amount due is not paid within sixty days of the date of the invoice.

## Conditions and Requirements

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If the District does not qualify for a Level 1 Fee in excess of the statutory Level 1 Fee, a fifty percent (50%) discount will be given on the cost of the study.

## District to Provide

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- (1) Current CBEDS (2015-16) information  
(broken down by school site and grade level)
- (2) Listing of developer fees collected over the past two (2) years. This should include the amount paid and the square footage for each permit
- (3) Latest audit report

Colusa Unified School District

SchoolWorks, Inc.

  
Signature

  
Signature

Dwayne Newman  
Name

Ken Reynolds  
Name

Superintendent  
Title

President - SchoolWorks, Inc.  
Title

7/21/15  
Date

July 21, 2015  
Date

**COLUSA UNIFIED SCHOOL DISTRICT**  
**2015-16 GENERAL FUND 01 BUDGET REVISION**  
**August 11, 2015**

2015-16 PROJECTED BEGINNING BALANCE (14-15 Books Not Closed)	761,238
estimated carryover Restricted Fund balance	<u>203,106</u>
Projected Beginning Balance	964,344
ESTIMATED INCOME	<u>14,143,437</u>
TOTAL INCOME/BEGINNING BALANCE	15,107,781

*Resource Code and Program*

0000 Increase LCFF Calculation	148,130
0110 Decrease One Time Mandate Funds	(75,241)
3185 Deferred Revenue for Title I PI Grant	16,472
3185 Title I PI Grant	22,500
6300 Increase Restricted Lottery	15,000
REVISED TOTAL INCOME	14,270,298
REVISED TOTAL INCOME + BEGINNING BALANCE	15,031,536

**EXPENDITURES**

Current Expenditure Budget	13,932,052	
Reserve for Revolving Cash	30,350	
Undistributed Reserve	<u>942,273</u>	<u>972,623</u>
		14,904,675

As per attached list of Carryover	203,106
0000 Add Utility Worker and Tech Support Positions	117,162
0110 Decrease One Time Mandate Funds	(75,241)

Revised Expenditure Budget	14,177,079	
Reserve for Revolving Cash	30,350	
Undistributed Reserve	<u>824,107</u>	<u>854,457</u>
		15,031,536

PASSED AND ADOPTED this 11th Day of August, 2015 at a meeting of the Board of Trustees of Colusa Unified School District.

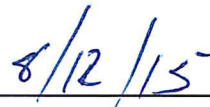
AYES:

NOES:

ABSENT:



Dwayne Newman, Superintendent



# Multi-Year Projection Summary - August 11, 2015

## 15-16 State Budget Adopted

	13/14 ACTUALS	14/15 BUDGET	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET
TOTAL REVENUES	11,791,322	12,400,727	14,270,298	14,011,470	14,437,525
TOTAL EXPENSES & TRANSFERS OUT	11,778,667	12,987,483	14,177,079	13,458,961	13,691,156
<b>TOTAL REVENUES LESS EXPENDITURES</b>	<b>12,655</b>	<b>-586,756</b>	<b>93,219</b>	<b>552,509</b>	<b>746,370</b>
GENERAL FUND BEGINNING BALANCE	1,335,339	1,347,994	761,238	854,457	1,406,966
LESS AMOUNT ABOVE REVENUES LESS EXP	12,655	-586,756	93,219	552,509	746,370
<i>Less Restricted Fund Balance Prop 39/Common Core</i>	<i>-227,281</i>				
UNDISTRIBUTED GENERAL FUND RESERVE	1,120,713	761,238	854,457	1,406,966	2,153,335
% UNDISTRIBUTED RESERVE	9.51%	5.86%	6.03%	10.45%	15.73%
3% UNDISTRIBUTED RESERVE IS	353,360	389,624	425,312	403,769	410,735
<b>AMOUNT ABOVE (-BELOW) 3%</b>	<b>767,353</b>	<b>371,613</b>	<b>429,145</b>	<b>1,003,197</b>	<b>1,742,601</b>
5% UNDISTRIBUTED RESERVE IS	588,933	649,374	708,854	672,948	684,558
<b>AMOUNT ABOVE (-BELOW) 5%</b>	<b>531,780</b>	<b>111,864</b>	<b>145,603</b>	<b>734,018</b>	<b>1,468,777</b>
<b>RECOMMENDED RESERVE 3% Plus one Year LCFF Growth</b>					
LCFF Growth Amount over Prior Year	\$ 483,946	\$ 982,928	\$ 1,420,485	\$ 541,623	\$ 463,238
Plus 3% Reserve	\$ 353,360	\$ 389,624	\$ 425,312	\$ 403,769	\$ 410,735
Total Recommended Reserve	\$ 837,306	\$ 1,372,553	\$ 1,845,797	\$ 945,392	\$ 873,973
<b>AMOUNT ABOVE (-BELOW) RECOMMENDED RESERVE</b>	<b>\$ 283,407</b>	<b>\$ (611,315)</b>	<b>\$ (991,341)</b>	<b>\$ 461,574</b>	<b>\$ 1,279,362</b>
<b>LCFF FUNDING ESTIMATE:</b>					
TOTAL ADA	1395.63	1384.16	1384.16	1384.16	1384.16
multiply x SSC Calculated recommended amount per ADA	\$ 7,034	\$ 7,799	\$ 8,825	\$ 9,216	\$ 9,551
Total LCFF Funding Budgeted	\$ 9,817,350	\$ 10,794,752	\$ 12,215,237	\$ 12,756,860	\$ 13,220,098
% Increase over Prior Year	4.60%	9.96%	13.16%	4.43%	3.63%
CUSD P-2 ADA	1387.81	1379.12	1379.12	1379.12	1379.12
Adult Transition Class Reported by CCOE	5.54	5.04	5.04	5.04	5.04
Community School ADA Reported by CCOE	<u>2.28</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL ADA CUSD LCFF	1395.63	1384.16	1384.16	1384.16	1384.16
			-74K ROP	-130K ROP	-167K ROP

**NOTE: 13-14 Deficit Sending \$214,393 does not reflect above due to accounting for Common Core and Prop 39 funds**

**Colusa Unified School District - August 11, 2015**

	8.25% STRS 11.1% PERS	8.88% STRS 11.7% PERS	10.73% STRS 11.847% PERS	12.58% STRS 13.05% PERS	14.43% STRS 16.6% PERS
<b>INCOME</b>	<b>13/14 ACTUALS</b>	<b>14/15 BUDGET</b>	<b>15/16 BUDGET</b>	<b>16/17 BUDGET</b>	<b>17/18 BUDGET</b>
8011-8089 TOTAL LCFF	9,817,350	10,794,752	12,215,237	12,756,860	13,220,098
8019 PRIOR YEAR ADJUSTMENTS	-5,526				
TOTAL REVENUE LIMIT SOURCES	9,811,824	10,794,752	12,215,237	12,756,860	13,220,098
TOTAL FEDERAL REVENUE	513,251	554,117	477,531	438,559	438,559
STATE REVENUES					
8550 MANDATED COSTS	49,128	154,208	774,759	50,000	50,000
8560 LOTTERY	234,017	217,776	245,000	245,000	245,000
8590 OTHER STATE	<u>739,852</u>	<u>348,571</u>	<u>341,362</u>	<u>350,000</u>	<u>350,000</u>
TOTAL STATE REVENUE	1,022,997	720,555	1,361,121	645,000	645,000
OTHER LOCAL REVENUES					
8650 LEASES AND RENTALS	12,108	9,000	9,000	9,000	9,000
8660 INTEREST	7,906	5,000	5,000	5,000	5,000
8677 INTERAGENCY REVENUES	244,730	241,470	163,909	118,551	81,368
8699 OTHER LOCAL INCOME	<u>178,506</u>	<u>75,833</u>	<u>38,500</u>	<u>38,500</u>	<u>38,500</u>
TOTAL LOCAL REVENUES	443,250	331,303	216,409	171,051	133,868
<b>TOTAL REVENUES</b>	<b>11,791,322</b>	<b>12,400,727</b>	<b>14,270,298</b>	<b>14,011,470</b>	<b>14,437,525</b>
<b>EXPENDITURES</b>					
1100 TEACHER'S SALARIES	4,627,859	5,016,152	5,194,592	5,205,166	5,211,256
1200 PUPIL SUPPORT SALARIES	294,042	262,579	269,760	275,200	280,000
1300 SUPERVISOR/ADMIN. SALARIES	564,779	692,626	646,322	656,671	670,000
1900 OTHER CERTIFICATED SALARIES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL CERTIFICATED</b>	<b>5,486,680</b>	<b>5,971,357</b>	<b>6,110,674</b>	<b>6,137,037</b>	<b>6,161,256</b>
2100 INSTRUCTIONAL AIDES	324,984	363,918	441,107	455,258	468,250
2200 CLASSIFIED SUPPORT	508,314	588,324	674,487	680,258	695,000
2300 CLASSIFIED ADMINISTRATORS	266,938	311,682	305,750	315,000	320,000
2400 CLERICAL AND OFFICE	448,589	476,567	496,147	502,500	505,000
2900 OTHER CLASSIFIED SALARIES	<u>106,358</u>	<u>135,240</u>	<u>127,061</u>	<u>127,000</u>	<u>127,000</u>
<b>TOTAL CLASSIFIED</b>	<b>1,655,183</b>	<b>1,875,731</b>	<b>2,044,552</b>	<b>2,080,016</b>	<b>2,115,250</b>
3100 STRS	447,106	531,588	666,399	772,039	889,069
3200 PERS	155,558	183,111	224,760	271,442	351,132
3300 SOCIAL SECURITY	189,285	227,369	238,822	242,000	250,000
3400 HEALTH	1,168,885	1,192,698	1,232,127	1,232,127	1,232,127
3500 UNEMPLOYMENT INSURANCE	4,425	3,837	4,053	5,000	5,000
3600 WORKER'S COMPENSATION	157,340	185,014	195,728	200,000	200,000
3900 OTHER BENEFITS	<u>142,214</u>	<u>100,539</u>	<u>100,872</u>	<u>93,155</u>	<u>35,062</u>
<b>TOTAL BENEFITS</b>	<b>2,264,813</b>	<b>2,424,156</b>	<b>2,662,761</b>	<b>2,815,763</b>	<b>2,962,390</b>
	9,406,676	10,271,244	10,817,987	11,032,816	11,238,896
4100 TEXTBOOKS	20,379	50,000	205,000	40,000	40,000
4300 INSTRUCTIONAL SUPPLIES	<u>639,353</u>	<u>781,935</u>	<u>949,254</u>	<u>457,361</u>	<u>457,361</u>
<b>TOTAL BOOKS AND SUPPLIES</b>	<b>659,732</b>	<b>831,935</b>	<b>1,154,254</b>	<b>497,361</b>	<b>497,361</b>
5200 TRAVEL AND CONFERENCE	38,020	29,402	68,374	29,402	29,402
5300 DUES AND MEMBERSHIPS	10,626	12,061	12,061	12,061	12,061
5400 INSURANCE	114,095	124,000	122,224	124,000	124,000
5500 UTILITIES	432,480	410,000	420,000	430,000	430,000
5600 CONTRACTS, RENTS, LEASES	200,231	195,436	185,436	231,891	231,891
5750 DIRECT COSTS FOR CAFETERIA FD	-44,838	-45,000	-45,000	-45,000	-45,000
5800 OTHER SERV. & OPERATING EXP.	231,065	380,430	298,139	247,885	250,000
5900 COMMUNICATIONS	<u>18,399</u>	<u>30,837</u>	<u>40,837</u>	<u>40,000</u>	<u>45,000</u>
<b>TOTAL CONTRACTS/OTHER EXPENSE</b>	<b>1,000,078</b>	<b>1,137,166</b>	<b>1,102,071</b>	<b>1,070,239</b>	<b>1,077,354</b>
6500 EQUIPMENT REPLACEMENT	<u>34,666</u>	<u>42,306</u>	<u>250,000</u>	<u>0</u>	<u>0</u>
<b>TOTAL CAPITAL OUTLAY</b>	<b>34,666</b>	<b>42,306</b>	<b>250,000</b>	<b>0</b>	<b>0</b>
7142 COMMUNITY SCHOOL/SELPA	642,668	606,481	782,722	788,500	807,500
7350/7613 Interfund (to/from Cafeteria)	-20,198	43,306	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>55,045</u>
TOTAL 7000 OTHER OUTGO	677,515	704,832	852,767	858,545	877,545
<b>TOTAL EXPENDITURES &amp; TRANSFERS OUT</b>	<b>11,778,667</b>	<b>12,987,483</b>	<b>14,177,079</b>	<b>13,458,961</b>	<b>13,691,156</b>

**COLUSA UNIFIED SCHOOL DISTRICT**  
**2015-16 MEASURE A BOND FUND 21 BUDGET REVISION**  
**August 11, 2015**

2015-16 PROJECTED BEGINNING BALANCE (14-15 Books Not Closed)	5,700,000
ESTIMATED INCOME	<u>100,000</u>
TOTAL INCOME/BEGINNING BALANCE	5,800,000

*Resource Code and Program*

No Changes to Projected Income

REVISED TOTAL INCOME	100,000
REVISED TOTAL INCOME + BEGINNING BALANCE	5,800,000

**EXPENDITURES**

Current Expenditure Budget	100,000	
Restricted Reserve for Bond Projects	<u>5,700,000</u>	<u>5,700,000</u> 5,800,000

Increase Bond Projects	5,600,000
------------------------	-----------

Revised Expenditure Budget	5,700,000
Restricted Reserve for Bond Projects	<u>100,000</u> <u>100,000</u> 5,800,000

PASSED AND ADOPTED this 11th Day of August, 2015 at a meeting of the Board of Trustees of Colusa Unified School District.

AYES:

NOES:

ABSENT:

  
Dwayne Newman, Superintendent

  
8/12/15



**COLUSA UNIFIED SCHOOL DISTRICT**  
**2015-16 DEVELOPER FEES/CAPITAL FACILITIES FUND 25 BUDGET REVISION**  
**August 11, 2015**

2015-16 PROJECTED BEGINNING BALANCE (14-15 Books Not Closed)	1,323,500
ESTIMATED INCOME	<u>150,000</u>
TOTAL INCOME/BEGINNING BALANCE	1,473,500

*Resource Code and Program*

No Changes to Projected Income

REVISED TOTAL INCOME	150,000
REVISED TOTAL INCOME + BEGINNING BALANCE	1,473,500

**EXPENDITURES**

Current Expenditure Budget	125,000	
Restricted Reserve	<u>1,348,500</u>	<u>1,348,500</u>
		1,473,500

Increase for Bond Projects/Possible New Portable Classrooms	1,175,000
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Revised Expenditure Budget	1,300,000	
Restricted Reserve for Bond Projects	<u>173,500</u>	<u>173,500</u>
		1,473,500

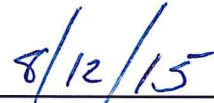
PASSED AND ADOPTED this 11th Day of August, 2015 at a meeting of the Board of Trustees of Colusa Unified School District.

AYES:

NOES:

ABSENT:

  
 \_\_\_\_\_  
 Dwayne Newman, Superintendent

  
 \_\_\_\_\_

Colusa Unified School District  
Personnel Assignment Order  
2015-2016

**EMPLOYMENT, RESIGNATIONS, AND OTHER**

**CERTIFICATED**

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Status</u>	<u>Salary</u>	<u>Date</u>
Jill Conroy	3 <sup>rd</sup> Grade Teacher	Prob I	48,520	8/17/2015
Mallory Alves	1 <sup>st</sup> Grade Teacher	Prob I	48,181	8/17/2015
Vlahos, Kari	K-6 PE Teacher	Prob I	48,520	8/17/2015
Rebecca Ramirez	50% Spanish/50% Intervention	Prob I	52,167	8/17/2015
Rebecca Robertson	CHS Science	Prob I	51,923	8/17/2015
Robert Scott	EMS Science	Prob I	47,840	8/17/2015

Retirement:

Resignation:

Leaves:

Terminated:

Non-Reelection:

Transfers:

(Requests approved by Superintendent)

**CLASSIFIED**

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Date</u>
Aricka Monroe	ASES Director-EMS	8/10/2015
Brian Coppin	Computer Tech	8/10/2015
Jessica Bedolla	Cafeteria Assistant I	8/17/2015
Tiessa Santana	EMS Office Assistant	8/17/2015
Maria Casorla	Café Sub	8/17/2015
Shawna Johnson	Café Sub	8/17/2015

Leaves:

Resignation:

Retirement:

Increase of Hours:

Jamie Lay                      Utility Worker/Bus Driver

7/20/2015

Job transfer:

Termination:

# Associated Student Body Fund

Egling Middle School and Colusa High School

as of August 4, 2015

I.1.o.

## Colusa High School

Account	Name of Club	Balance
800	Colusa HS ASB	\$ 3,138.35
801	ASB Football Concessions	\$ -
802	ASB Student Store	\$ 3,272.36
811	Art Club	\$ 937.44
812	Ashland Shakespeare Trip	\$ 591.23
820	Block C - Other	\$ -
821	Block C - Baseball	\$ 8,049.84
822	Block C - Boys Basketball	\$ 1,942.90
823	Block C - Boys Soccer	\$ 176.30
824	Block C - Boys Tennis	\$ 219.77
825	Block C - Cross Country	\$ (83.62)
826	Block C - Football	\$ 2,092.40
827	Block C - Girls Basketball	\$ 164.62
828	Block C - Girls Soccer	\$ (127.21)
829	Block C - Girls Tennis	\$ 214.68
830	Block C - Golf	\$ (42.46)
832	Block C - Softball	\$ 766.24
833	Block C - Track and Field	\$ 1,622.11
834	Block C - Volleyball	\$ 12,470.99
835	Block C - Wrestling	\$ 25.00
835	Block C - Weight Room	\$ -
836	Block C - JV Boys Basketball	\$ 5.00
847	Class of 2016	\$ 887.97
848	Class of 2017	\$ (240.18)
849	Class of 2018	\$ 65.94
850	Class of 2019	\$ -
860	COLUS Yearbook	\$ 9,038.87
863	CSF	\$ 1,286.74
865	FBLA	\$ 3,842.23
870	FFA	\$ 4,543.76
876	Drama Club	\$ 418.82
885	Friday Night Live	\$ 209.13
887	Spanish Club	\$ 241.31
888	Spirit Club	\$ 2,197.80
890	Cooking Club	\$ 54.73
892	Science Club	\$ 91.52
<b>TOTAL CHS</b>		<b>\$ 58,074.58</b>

## Egling Middle School

950	Egling MS ASB	\$ 2,490.07
955	Club Live	\$ 974.75
960	Kids Can Save	\$ 50.00
965	Library	\$ 385.15
985	Sweatshirts	\$ 122.44
990	Yearbook	\$ (516.56)
995	8th Grade	\$ 379.30
<b>TOTAL EMS</b>		<b>\$ 3,885.15</b>
<b>TOTAL FUND 95 ASB</b>		<b>\$ 61,959.73</b>

**WILLIAMS UNIFORM COMPLAINT PROCEDURE  
QUARTERLY REPORT  
COLUSA UNIFIED SCHOOL DISTRICT**

**April 1, 2015 TO June 30, 2015**

*Education Code 35186(d) requires that a district report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.*

☒ No complaints have been received this quarter.

The following complaints have been received this quarter.

*Education Code 35186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned instructional materials to use in class; or (b) for use at home or after school in order to complete required homework assignments; or (c) are in poor or unusable condition.*

☐ Complaints have been received regarding insufficient instructional materials.

District Resolutions:

*Education Code 36186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned textbooks or state- or district-adopted textbooks required for use in class; or (b) for use at home or after school in order to complete required homework assignments; or (c) are in poor or unusable condition.*

☐ Complaints have been received regarding insufficient textbooks.

District Resolutions:

*Education Code 35186(e)(3) requires that districts investigate and resolve complaints when a complainant alleges that facilities have conditions that pose an emergency or urgent threat to the health or safety of students or staff.*

☐ Complaints have been received that facilities have emergency/urgent threat conditions.


District Resolutions:

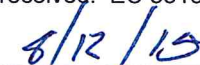
*Education Code 35186(e)(2) requires that districts investigate and resolve complaints when a complainant alleges that (a) a qualified certificated teacher has not been assigned to a vacant position to a class for an entire year; (b) a teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class; or (c) a teacher is assigned to teach a class for which the teacher lacks subject matter competency.*

☐ Complaints have been received regarding unqualified teachers.

District Resolutions:

The district investigated and remedied any valid complaint within a reasonable time period not exceeding 30 working days from the date the complaint was received. EC 35186 (b)

  
Superintendent

  
Date