

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

May 10, 2016

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. Action Items:

1. Approval of Retirement Resolution #2015-16.07 - Susan Barrett
2. Approval of Retirement Resolution #2015-16.08 - Barbara Hankins
3. Approval of Retirement Resolution #2015-16.09 - Salli Wallace
4. Approval of Retirement Resolution #2015-16.10 - Craig Richards
5. Approval of Retirement Resolution #2015-16.11 - Robert Kirkman Sr.
6. Approval of Retirement Resolution #2015-16.12 - Michael Phenicie
7. Approval of Retirement Resolution #2015-16.13 - Rhondda Landreth
8. Approval of Retirement Resolution #2015-16.14 - Debrah Reid
9. Approval of Retirement Resolution #2015-16.16 - Doris Zoller

F. Reports:

1. Recognitions & Celebrations
2. Student Report - CHS Student Representative

3. President's Report

- a. Board of Trustee Time – *this is the time for individual Trustees to report on their Committee's activities and to specify any items they would like to see on the agenda for the next meeting*
 - 1. CRAF – Charles Yerxa
 - 2. Friends of Music – Lincoln Forry & Terry Bressler
 - 3. Friends of Ag – Kathie Whitesell & Kelli Griffith-Garcia
 - 4. SELPA – Kathie Whitesell & Terry Bressler
 - 5. Grounds – Lincoln Forry

4. Superintendent's Report

- a. Improving Achievement (*standing item*)
 - 1. 2016-17 LCAP Draft
- b. Management (*standing item*)
 - 1. Bond Projects Update
 - 2. Summer Board Meeting Schedule
- c. Budget (*standing item*)
 - 1. Enrollment
 - 2. Budget Update

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

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

I. Information/Discussion/Possible Action Items

- 1. Consider Approval of Special Testing Agreement with Rivercity Geopprofessionals (dba Wallace Kuhl & Associates) for BPS Restroom Upgrades, Hardcourt Paving, Relocatable Classrooms
- 2. Consider Approval of Special Testing Agreement with Rivercity Geopprofessionals (dba Wallace Kuhl & Associates) for EMS Relocatable Classrooms & Hardcourt Paving
- 3. Consider Approval of Project Agreement to Provide DSA Project Inspection Services with Big Dog Inspection, Inc.
- 4. Consider Approval of Project Construction Agreement with Lamon Construction Co. Inc. for BPS Restroom Upgrades, Relocatable Classroom & Hardcourt Paving
- 5. Consider Approval of Project Construction Agreement with Lamon Construction Co. Inc. for EMS Relocatable Classroom & Hardcourt Paving
- 6. Consider Approval of Project Construction Agreement with Hometown Construction for CHS ADA Restroom & Gymnasium HVAC Replacement
- 7. Consider Approval of Agreement with Climate Control for PG&E Maintenance Program
- 8. Consider Approval of Out of State Travel for CHS Volleyball to Oregon July 8 – July 10
- 9. Consider Approval of Out of State Travel for FBLA Student Erik Wrysinski to attend National Leadership Conference in Atlanta, GA from June 28 – July 3
- 10. Consider Approval of Colusa County Special Education Local Plan Area Revision
- 11. Warrants: Batch #37-40
- 12. Consider Approval of Title I Comparability Assurance
- 13. Consider Approval of CALSTRS Reduced Workload Program for Certificated Staff
- 14. Consider Approval of Perkins Grant Waiver Request
- 15. Consider Approval of Board Policies & Administrative Regulations:
 - a. Second Reading & Possible Adoption of BP 3270 – Sale & Disposal of Books, Equipment and Supplies
 - b. Second Reading & Possible Adoption of AR 3550 – Food Service/Child Nutrition Program

- c. Second Reading & Possible Adoption of AR 4112.6, 4212.6, 4312.6 – Personnel Files
- d. Second Reading & Possible Adoption of AR 6173.2 – Education of Children of Military Families
- e. Second Reading & Possible Adoption of AR 7111 – Evaluating Existing Buildings
- f. Second Reading & Possible Adoption of BP 1312.3 – Uniform Complaint Procedures
- g. Second Reading & Possible Adoption of AR 1312.3 – Uniform Complaint Procedures
- h. Second Reading & Possible Adoption of BP 3553 – Free & Reduced Price Meals
- i. Second Reading & Possible Adoption of AR 3553 – Free & Reduced Price Meals
- j. Second Reading & Possible Adoption of AR 4161.1, 4361.1 – Personal Illness/Injury Leave (Certificated)
- k. Second Reading & Possible Adoption of AR 4161.2, 4261.2, 4361.2 – Personal Leaves
- l. Second Reading & Possible Adoption of AR 4261.1 – Personal Illness/Injury Leave (Classified)
- m. Second Reading & Possible Adoption of BP 5146- Married/Pregnant/Parenting Students
- n. Second Reading & Possible Adoption of BP 6142.7 – Physical Education & Activity
- o. Second Reading & Possible Adoption of AR 6142.7 – Physical Education & Activity
- p. Second Reading & Possible Adoption of BP 6152 – Class Assignment
- q. Second Reading & Possible Adoption of AR 6162.51 – State Academic Achievement Tests
- r. Second Reading & Possible Adoption of BP 6164.2 – Guidance/Counseling Services
- s. Second Reading & Possible Adoption of BP 3515.2 – Disruptions
- t. Second Reading & Possible Adoption of AR 3512.2 – Disruptions
- u. First Reading of BP 3515.7 – Firearms on School Grounds
- v. First Reading of E 3515.7 – Firearms on School Grounds
- w. First Reading of AR 4112 – Appointment of Conditions of Employment (Certificated)
- x. First Reading of BP 6174 – Education for English Language Learners
- y. First Reading of AR 6174 – Education for English Language Learners
- z. First Reading of E 6174 – Education for English Language Learners
- aa. First Reading of BP 6179 – Supplemental Instruction

J. Motion to Approve Items on the Consent Action Agenda

- 1. Consider Approval of Consent Agenda: Regular and Customary Business Items:
 - a. April 12, 2016 Meeting Minutes
 - b. April 19, 2016 Meeting Minutes
 - c. Personnel Assignment Order #2015-16 #11
 - d. April Payroll
 - e. 2015-16 General Fund 01 Budget Revision
 - f. Resolution #2015-16.15 – Combined Resolution Specification of Election Order and Resolving Tie Votes
 - g. 2016-17 Interquest Agreement
 - h. Resolution #2015-16.17 - GASB 54 and Reserve Levels

- i. ASB Financial Statement
 - j. 2016-17 Designation of CIF Representatives
 - k. Williams Uniform Complaint Procedure
- K. Hearing of Public for Matters on Closed Session Agenda
- L. 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*)
 - c. Consider Approval of AHP Recommendation Regarding EH #2015-16.06
 - 2. Personnel Matters:
 - a. Public Employment
 - 1. 2015-2016 New Hires
 - 2. Superintendent Evaluation
 - b. Public Employee Discipline/Dismissal/Release/Resignations
 - 1. Resignations
 - 3. Negotiations:
Instructions to District Negotiators (Executive Session of School Board and its designated representatives for the purpose of discussing its position regarding matters within the scope of representation and instructing its designated representatives)
- M. Reconvene Open Session
 - 1. Announce Possible Action of AHP Recommendation for EH #2015-16.06
 - 2. Consider Possible Action Regarding Superintendent Evaluation and Contract
- N. Adjournment of the Meeting

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.07

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Susan Barrett** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Susan Barrett** for dedicating her career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Susan Barrett** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.08

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Barbara Hankins** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Barbara Hankins** for dedicating her career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Barbara Hankins** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.09

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Salli Wallace** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Salli Wallace** for dedicating her career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Salli Wallace** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.10

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Craig Richards** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Craig Richards** for dedicating his career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Craig Richards** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.11

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Robert Kirkman Sr.** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Robert Kirkman Sr.** for dedicating his career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Robert Kirkman Sr.** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.12

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Michael Phenicie** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Michael Phenicie** for dedicating his career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Michael Phenicie** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.13

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Rhondra Landreth** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Rhondra Landreth** for dedicating her career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Rhondra Landreth** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.14

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Debrah Reid** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Debrah Reid** for dedicating her career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Debrah Reid** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Colusa Unified School District

Board of Trustees, County of Colusa, State of California

Resolution #2015-16.16

Whereas, the Governing Board of Colusa Unified School District is responsible for ensuring the highest quality education for all of its students, and desires to acknowledge and honor the contributions of **Doris Zoller** for service to the students of the Colusa Unified School District;

Whereas, the Governing Board wishes to thank **Doris Zoller** for dedicating her career to serving the needs of the district's students;

Whereas, by word and deed, your presence has enriched the lives of our students, and served as an example to all;

Whereas, as a school employee you have provided valuable services to the schools and students, and contributed to the establishment and promotion of a positive instructional environment;

Whereas, in recognition of your efforts, caring and commitment to the students of the district;

Now, Therefore, Be It Resolved, that the Governing Board of the Colusa Unified School District, in passage of this resolution hereby gives its sincerest thanks and appreciation in honor of the service of **Doris Zoller** to the education of our children.

Passed and Adopted this 10th day of May, 2016 by the following vote:

Ayes:

Charles Verxa, Board Member

Terry Bressler, Board Member

Lincoln Forry, Board Member

Kathie Whitesell, Board Member

Kelli Griffith-Garcia, Board President

Dwayne Newman, Superintendent

Memorandum

To: Dwayne Newman, Superintendent
From: Wallace E. Browe
 CUSD Measure A Bond Program Manager
Date: May 2, 2016
Subject: Measure A Bond Program Progress Update #11
 For May 10th, 2016 Board Meeting

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

1. Measure A Bond Program Budgets

CPM last reported on budget update information to the Citizens Bond Oversight Committee on April 14th. Meetings continue with Dwayne to update and discuss revisions to the budgets. The Program has bid all but the Colusa High School ADA/HVAC Project, the Intercom Paging System and Prop 39 projects. Mobilization scheduled is June 6th on all projects. The Burchfield ADA and Paving Project bid \$27,091 over budget, the Ag Barn utilities Project bid \$13,751 over budget, the Fire Alarm Project bid \$185,000 over budget, the Egling ADA and Paving Project bid \$5,200 under budget but does not include re-paving the playground area adjacent to Webster Street on the northeast side of the campus and the Infrastructure Cabling Project bid \$75,436 over budget with added wiremold scope accounting for the extra cost. With Dwayne's approval, we are planning on using the Program Reserve to account for these overages. All projects will be Board approved in May and start on Monday, June 6th.

2. Citizens' Bond Oversight Committee (CBOC)

The CBOC last met on April 14th, 2016 with Dwayne and CPM. The next CBOC is tentatively scheduled for June or July. Site visits (pre-construction) to the three schools was provided for the CBOC Members at the April 14th Meeting. We are planning on additional site visits (in-construction) this summer with the CBOC.

3. Prop. 39 California Clean Energy Jobs Act

The Energy Expenditure Plans (EEP) for all three sites has been approved by the California Energy Commission (CEC) on October 21st. This engineering cost to develop these designs is included with the Prop 39 funds and the design of the mechanical units is near complete. The project will be bidding in May. The installation of the units is scheduled to be completed by mid-August. The other substantial Prop 39 work includes the lamps and ballast replacements at all three sites. All work must be installed by 2019 to be compliant.

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

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

5. District-Wide Fire Alarm Replacements

The Fire Alarm Replacement Projects at CHS, Burchfield PS and Egling MS has bid and Gray Electric was awarded the work with CUSD Board approval on April 19th. The project bid was \$185,000 over budget. The Contractor is gathering the post-bid submittals and upon approval of these documents will be given the Notice to Proceed (NTP). Work is scheduled to start June 6th.

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

CPM is working with Audio Enhancement on the IP/Paging and Intercom System. The District approved the product with the potential enhancements that can be added later if requested. This would include voice amplification and Safe School components for added site security. CPM continues to work on securing E-Rate funding for the structured cabling project. Initial analysis has the District eligible for \$174,000 in funding for this scope of work. The additional funding will provide the added site security components.

This Cabling Project has bid and was awarded to ~~NetXperts~~ **AMS.Net**. The bid was \$75,436 over budget. The majority of this overage was the addition of necessary finish wiremold scope.

7. Egling Choir Portable and Paving Replacement

The Project was bid on April 20th. Lamon Construction is the apparent low bidder scheduled to be awarded by the CUSD Board on May 10th. The project bid \$5,200 under budget because three alternates were added to control the budget. Only 2 of the 3 alternates will be recommended for approval. The alternate not-to-be included was re-paving the playground area adjacent to Webster Street on the northeast side of the campus. This area will be slurry finished this summer. Work is scheduled to start June 6th. The Pre-construction meeting is being scheduled.

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

The Project was bid on April 28th. Lamon Construction is the apparent low bidder scheduled to be awarded by the CUSD Board on May 10th. The project bid \$27,091 over budget. Work is scheduled to start June 6th. The Pre-construction meeting is being scheduled.

9. Colusa High School Gym HVAC and Restroom ADA Modernization

This project is scheduled to bid on Tuesday, May 3rd at 2:00 p.m. The project is scheduled for a May 10th Board approval. Work is scheduled to start June 6th.

10. Colusa High School Agricultural Support Building

The Ag Barn Site Utilities Project was bid and awarded to ABS Builders. The scope of this work will provide water, sewer and power to the new CHS Ag Barn Building. The CUSD Board awarded the contract to ABS Builders on April 19th.

(Lincoln) Forry Excavating Inc. was instrumental in providing the services of constructing the subgrade for the building pad. The pad is complete and certified by our Special Testing firm, Wallace & Kuhl Associates. Schmidt Construction will provide the installation of the Ag Barn Building.

AGREEMENT

BETWEEN

COLUSA UNIFIED SCHOOL DISTRICT

AND

**RIVERCITY GEOPROFESSIONALS, INC.
dba WALLACE KUHL & ASSOCIATES**

FOR

**BURCHFIELD PRIMARY SCHOOL RESTROOM UPGRADES, HARDCOURT
PAVING, RELOCATABLE CLASSROOM**

PROFESSIONAL SERVICES AGREEMENT

FOR

SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 10th day of May, 2016, by and between RiverCity Geoprosessionals, Inc. dba Wallace Kuhl & Associates a Special Inspection and Materials Testing Consultant, California Corporation (hereinafter "Consultant"), and Colusa Unified School District (hereinafter "District") for Consultant to furnish, in accordance with the following provisions, the services set forth below in connection with District's **Burchfield Primary School Restroom Upgrades, Hardcourt Paving, Relocatable Classroom** (hereinafter "Project").

The following designated Exhibits are incorporated fully into and made a part of this Agreement:

- Exhibit A – General Terms and Conditions, Professional Services
- Exhibit B – Scope of Consultant's Basic Services
- Exhibit C – Fees and Hourly Rates
- Exhibit D – Reimbursable Costs/Expenses
- Exhibit E – DOJ Certification and List of Employees Authorized to Come on to School Campuses

The parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

Professional Services to be provided under this Agreement shall be as described in Exhibit B hereto.

2. TIME OF PERFORMANCE

Work shall begin upon written authorization from District and shall continue until August 31, 2016.

3. DEPARTMENT OF JUSTICE FINGERPRINTING:

Required ☒ [X]

Not Required ☐ []

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month, and year so stated above.

DISTRICT:

Colusa Unified School District
745 Tenth Street
Colusa, CA 95687

By: Mr. Dwayne Newman
Superintendent

CONSULTANT:

RiverCity Geoprosessionals, Inc. dba
Wallace Kuhl & Associates
3050 Industrial Blvd.
West Sacramento, CA 95691

By: David R. Gius
Title: President/CEO

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS, PROFESSIONAL SERVICES CONTRACTS

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ARTICLE 1. BASIC SERVICES OF CONSULTANT

A. Time: Time is of the essence in the Agreement. Consultant shall begin its services on the date specified in the Agreement, and shall complete its services within the stated time and in accordance with any applicable Project schedule. The time for performing services under the Agreement may be extended only in writing and by mutual consent of the parties.

B. Basic Services Defined: Consultant's Basic Services shall include Project Inspection Consulting Services, as described more specifically in **Exhibit B** to the Agreement, all in accordance with all terms of the Agreement and applicable laws and regulations. If any conflict exists in describing the Basic Services, the provision reflecting the broader scope of Basic Services shall control.

C. Trust and Confidence: Consultant accepts the relationship of trust and confidence established between District and Consultant by the Agreement.

D. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it is familiar with the statutes, regulations, and other requirements applicable to its Basic Services, including any laws applicable to public schools and/or public school construction; that all of its work will conform to current law and professional practices and standards regarding such requirements; and that Consultant will exercise due professional care and will cooperate with any contractor, other consultant, or construction manager also employed by District in connection with the Project. Consultant further represents and warrants to the District that it has all licenses, permits, qualifications, and approvals of whatever nature that are required to practice its profession, and that it will keep all such licenses and approvals in good standing and effect during the term of the Agreement. Consultant shall perform its work in accordance with requirements imposed by any and all governmental authorities having jurisdiction over the Project. Consultant agrees to perform its work with the skill and judgment of a prudent professional practicing in California and in the most expeditious and economical manner consistent with the interests of District.

E. DIR Registration: Consultant, and any and all sub-consultants, shall be registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5, and shall maintain current registration throughout the term of the Agreement.

F. Responsibility for Work: Any review, approval or acceptance of any of Consultant's work under the Agreement shall not relieve Consultant from responsibility for errors and/or omissions in its work or the work of its sub-consultants.

G. Compliance with Laws: At its sole cost and expense, and as part of its Basic Services, Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all wages, fees, benefits, and other amounts due to personnel and sub-consultants in connection with their performance of services and as required by law; pay all local, state, and federal taxes associated with its work; and pay all amounts required by law in connection with employees including, but not limited to, Social Security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance premiums. Upon District's request, Consultant shall furnish evidence satisfactory to District that any or all of the foregoing obligations have been fulfilled.

H. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of District.

I. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between District and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to District for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

J. Confidential Information: Consultant shall not, either during or after the term of the Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of District or the operations or procedures of District, or any other information specifically designated as confidential by District, without the prior written consent of District. Consultant shall require of its sub-consultant's similar agreements not to disclose such confidential information.

ARTICLE 2. SCHEDULE

A. Consultant shall perform in accordance with the time specified in the Agreement and any Project schedule applicable to Consultant's services. Any Project schedule shall include reasonable time for Consultant to perform its services and for District to review and respond to any of Consultant's deliverables. Any schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project, or for delays beyond Consultant's reasonable control.

B. If Consultant fails to perform its obligations under the Agreement within the time(s) specified in the Agreement and any approved Project schedule and thereby delays the Project, District may withhold monthly progress payments until all work at issue is completed or the schedule for Consultant's work has been recovered.

This remedy shall be in addition to, and not in derogation of, District's other rights and remedies relating to Consultant's default.

ARTICLE 3. FINGERPRINTING

Education Code section 45125.2 shall apply to the Agreement. The District administrator initiating and/or responsible for the Agreement shall determine whether fingerprinting is required of Consultant and/or its employees under section 45125.2. Once such determination is made, the administrator shall verify the determination on the signature page of the Agreement. If District concludes that fingerprinting is required, the following shall apply:

1. Consultant shall, prior to commencement of any work under the Agreement, comply with Education Code section 45125.2(a)(2) (continual supervision by an employee of Consultant who has not been convicted of a serious or violent felony). Consultant shall require any person affiliated with Consultant (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Consultant will certify in writing that neither Consultant nor any individuals affiliated with it (who shall be identified by name) who may come into unsupervised contact with pupils have been convicted of a felony as defined in Education Code section 45122.1. In addition, Consultant shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses. Any person whose name is not on the cleared list may not have such access. For any person who is not cleared, Consultant must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

2. Failure to comply with this provision, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Consultant, shall constitute grounds for termination of the Agreement.

ARTICLE 4. EXTRA SERVICES OF CONSULTANT

A. Changes in Consultant's Services: District, without invalidating the Agreement, may change Consultant's Basic Services by written notice to Consultant of such change. In addition, the scope or duration of Consultant's Basic Services may be changed by actions beyond the control, fault, or neglect of Consultant or its sub-consultants and require performance beyond the time currently estimated under the Agreement. Such additional services are referred to as herein as Extra Services.

B. Notice to District: Consultant shall promptly notify District if Consultant has been directed or otherwise caused to perform Extra Services, and if the Extra Services are expected to increase or decrease Consultant's costs and compensation, the duration of Consultant's services, or both. Failure to provide written notice to District of an expected increase in time, cost or compensation prior to performing the Extra Services, and no later than fourteen (14) days following District's written notice of a change to Basic Services or another event causing a change, shall absolutely waive Consultant's right to any increase in time or compensation.

C. Pricing of Changes: Following timely notice, District and Consultant shall negotiate in good faith regarding changes to time and/or compensation. Absent a different agreement between District and Consultant, Extra Services shall be performed on a time and materials basis calculated in accordance with the hourly rates set forth in **Exhibit C** and for such reimbursable expenses addressed below in Article 8. If Consultant will use sub-consultants to perform Extra Services, those sub-consultants and their billing rates must be approved in advance by District. For such approved sub-consultants, Consultant may invoice District at one hundred ten percent (110%) of the direct billings of the sub-consultants.

D. Documenting Changes: All Extra Services affecting the duration of the Agreement or compensation shall be documented in a written amendment executed by District and Consultant. Prior to Consultant performing any Extra Services, either a) District and Consultant shall execute an amendment encompassing such services or b) District shall acknowledge in writing that it is directing the performance of Extra Services prior to executing an amendment. No claim for any additional compensation or time shall be valid unless authorized by a written amendment.

ARTICLE 5. CONFLICTS OF INTEREST

Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the Project. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services on the Project, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the Project. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and District. Consultant agrees to advise District of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement without prior written consent of District. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of District.

ARTICLE 7. DISTRICT'S RESPONSIBILITIES

In addition to any responsibilities stated elsewhere in the Agreement, District has the following responsibilities:

A. District shall provide Consultant with access to the Project site necessary for Consultant to perform its obligations hereunder.

B. District shall provide Consultant with documented Project information in its possession that is reasonably necessary for the performance of the Basic Services.

C. District shall furnish all legal advice and services required for the Project.

D. The District designated Capital Program Management, Inc. (CPM), District's representative, as Consultant's primary contact regarding the Project. District's representative, shall be responsible for examining all documents submitted by Consultant, and shall render decisions and provide additional information in a prompt and effective manner as required to support the Project. District shall notify Consultant of administrative procedures.

E. As provided in further detail below, District shall promptly pay Consultant for all services provided for herein and satisfactorily rendered.

F. District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with District's own forces. Consultant shall notify District if any such independent action will in any way compromise Consultant's ability to perform its responsibilities.

ARTICLE 8. COMPENSATION

A. Professional Services: Consultant agrees to perform the Basic Services and any authorized Extra Services, and District agrees to pay Consultant for such services in accordance with **Exhibit C** to the Agreement, or such other rates for Extra Services as may be expressly agreed upon in writing between District and Consultant.

B. Reimbursable Consultant Costs/Expenses: District recognizes that certain costs and expenses associated with the services performed may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are defined in **Exhibit D**. Provided that Consultant obtains District's prior written approval, costs/expenses will be reimbursed to Consultant. No claim for any additional compensation or reimbursement shall be valid absent such prior written approval by District. Reimbursement for items requiring coordination by Consultant shall be reimbursed at no more than one hundred ten percent (110%) of the direct billing. Payments to Consultant for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

C. Invoicing: Consultant shall submit one (1) invoice monthly to District, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed the prior month at rates not to exceed those stated in **Exhibit C**. If applicable, Consultant's invoice also shall include reimbursable costs/expenses and Extra Services incurred for the billing period. Invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of District's authorization notice for invoiced item(s). Invoices requesting payment for Extra Services must reflect hours being charged and a copy of District's authorization notice. No payments will be made by District to Consultant for monthly invoices requesting reimbursable or Extra Services absent the prior written authorization of District.

D. Payment: All properly documented and undisputed charges incurred under the Agreement shall be due and payable within thirty (30) days of approval of the invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: District may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. District also may dispute, or on account of subsequently discovered evidence nullify payment on, the whole or a part of any invoice on the grounds of: 1) defective or deficient work product not remedied; 2) failure of Consultant to make payments properly to its employees or sub-consultants; 3) failure to adhere to the project schedule; or 4) other failure of Consultant to comply with the Agreement or the law. For any disputed payment, District shall provide written notice describing its dispute to Consultant. Where a payment is disputed, District may withhold one hundred fifty percent (150%) of the disputed amounts.

ARTICLE 9. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms acceptable to District, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law;
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, \$2,000,000 aggregate. Said insurance shall cover all operations of Consultant, including but not limited to broad form property damage liability and personal injury liability endorsement.
4. Commercial Automobile Insurance (including insurance for hired vehicles) with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Professional Liability Insurance for the Project, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their professional responsibilities under the Agreement. Consultant shall provide District proof of professional liability insurance coverage for two years following final completion of the Agreement.

B. Additional Terms: All general liability policies shall name District and Program Manager as an additional insured and shall provide that such policy is primary insurance. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by District, to District within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days' prior written notice to District. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of District.

ARTICLE 10. INDEMNITY

A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless District, its officers, directors and employees (collectively "District"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, design defects, or other loss, damage, or expense to the extent that any of the above that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification. Consultant shall not be obligated under the Agreement to indemnify District to the extent that the damage is caused by the sole negligence or willful misconduct of District or its agent or servants other than Consultant.

B. District shall defend, indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively "Consultant" in this paragraph) from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or judgments, to the extent caused by District's negligent acts, in the performance of its obligations under the Agreement. District's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification. District shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the negligence, recklessness, or willful misconduct of Consultant or its agents or servants other than District.

C. Consultant and District each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

D. The acceptance by District or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive District or Consultant of any action, right or remedy otherwise available by law.

ARTICLE 11. DEFAULT AND TERMINATION OF AGREEMENT

A. Consultant Default: If Consultant at any time refuses or neglects to prosecute its work, satisfactorily or in a timely fashion or in accordance with the Project schedule, or is adjudicated as bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute its work, or becomes delinquent with respect to contributions or payments required to be made to any employee benefit programs or trust, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

B. Cure: If Consultant fails to cure the default within seven (7) days after written notice thereof, District may, at its sole option, take possession of any documents, files (including electronic files), or other materials prepared or used by Consultant in connection with the Project and provide any such work, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under the Agreement.

C. Default Termination: In the event District elects to terminate due to Consultant's default, District shall have the right to immediate possession of all documents, files (including electronic files), and other work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a sub-consultant, and may employ any other person or persons to finish the Basic Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under the Agreement until the Basic Services are completely finished. At that time, if the unpaid balance of the amount to be paid under the Agreement exceeds the expenses incurred by District in finishing the Basic Services, then such excess shall be paid by District to Consultant, but, if such expenses shall exceed such unpaid balance, then Consultant shall promptly pay to District the amount by which such expenses exceed such unpaid balance. The expenses referred to in the last sentence shall include expenses incurred by District in causing the services called for under the Agreement to be provided by others, for attorneys' fees, and for any damages sustained by District by reason of Consultant's default or defective work, plus a markup of ten percent (10%) on any and all such expenses.

D. District Default: Consultant may terminate the Agreement for cause upon seven (7) days' written notice to District for any of the following reasons: 1) District fails to timely pay undisputed sums due to Consultant; 2) District assigns the Agreement or transfers ownership of the Project prior to completion of Consultant's services under the Agreement if the assignment or transfer is made without the prior written consent of Consultant; or 3) District suspends the performance of Basic Services and any authorized Extra Services for more than 180 consecutive days.

District shall have the right to cure the stated ground for termination within the seven (7) day notice period, and, in the event of cure, Consultant's notice shall become null and of no further force or effect.

E. Termination for Convenience: In addition to the foregoing right to terminate for default, District reserves the absolute right to terminate the Agreement without cause, for any reason whatsoever, upon thirty (30) days' written notice to Consultant. In the event of such a termination without cause, District shall have the right to immediate possession of all documents, files (including electronic files), and other work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a sub-consultant, and may employ any other person or persons to finish the Consultant's work and provide the materials therefor. Also in the event of such a termination without cause, Consultant shall be entitled to payment in an amount not to exceed the contract price which shall be calculated as follows: 1) Payment for any deliverable then satisfactorily completed and accepted by District; plus 2) Reimbursable Costs approved and actually incurred by Consultant in connection with performance; plus 3) reasonable costs incurred on incomplete deliverables, not to exceed approved hourly rates for such work or, if a fixed price is established for the deliverable, that portion of the fixed price based on the percentage completion of the deliverable, plus 4) reasonable termination expenses. There shall be deducted from such sums the amount of any payment made to Consultant prior to the date of termination. Consultant shall not be entitled to any claim or lien against District or the Project for any additional compensation or damages in the event of such termination and payment. In addition, District's right to withhold funds under Article 8.E shall be applicable in the event of a termination for convenience.

F. Saving Clause: If the Agreement is terminated by District for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article, and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

G. Survival of Obligations: No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services, with respect to any work and/or services performed prior to the date of termination. All of Consultant's responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

ARTICLE 12. RECORDS AND AUDIT

A. Records of Consultant's direct personnel and reimbursable expenses pertaining to any Extra Services on this Project shall be kept on a generally recognized accounting basis and shall be available to District or its authorized representative at mutually convenient times.

B. District or District's authorized representative shall have access, upon reasonable notice and during normal business hours, to any plans, specifications, books, documents, accounting records, personnel records, project correspondence, papers, project files and other records of Consultant and/or its sub-consultants directly or indirectly related to the Project. Such access includes the right to examine and audit such records and make excerpts, transcriptions and photocopies at District's expense from the date of the Agreement through two years after completion of the Agreement.

ARTICLE 13. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

A. Claim Requirements: Consultant shall give written notice of any claims arising out of or relating to the Agreement within five (5) business days of the event(s) giving rise to the claim. Said written notice shall specify the nature, amount and basis of the claim and shall be certified under penalty of perjury and in compliance with the California False Claims Act. Failure to include these required certifications shall constitute grounds for rejection of the claim. Failure to provide notice of the claim within the time limit set forth herein shall constitute grounds for rejection of the claim.

B. Claim Certification: Consultant acknowledges that it has read and is familiar with the provisions of the California False Claims Act (California Government Code sections 12650 *et seq.*). Submission by Consultant of a claim (as the term "claim" is defined in the False Claims Act) to District in connection with the Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation by Consultant to District that submission of the claim does not in any respect violate the California False Claims Act. Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty of perjury the validity and accuracy of any claimed submitted to District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. The claim certification required by this paragraph shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company is accurate and complete to the best of my knowledge and belief; that submission of the claim to District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of claimant.

Dated: _____

Company: RiverCity Geoprosessionals, Inc.
dba Wallace & Kuhl Associates

Signature

Title

C. Direct Negotiation: Direct Negotiation will be the initial process used by the parties after written notice of any claim arising out of or relating to the Agreement as specified immediately above. Either District or Consultant may make a request for Direct Negotiations as an initial attempt to resolve any claim, dispute, or other matter arising out of the Agreement. Direct Negotiation representatives of the parties shall be District's designated representative and Consultant's designated representative. Any requested Direct Negotiation will take place at the Project or at a mutually agreeable location specified by the parties' designated representatives. Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or other matter arising out of the Agreement. Each party shall document the results of the Direct Negotiation and these documents shall be exchanged between the parties.

D. Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to the Agreement, or breach thereof, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings. No mediation shall be initiated prior to the completion of the Project or termination of the Agreement, whichever is earlier.

ARTICLE 14. ADDITIONAL PROVISIONS

A. Successors and Assigns: District and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part without the written consent of District, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of District.

B. Written Notice: All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following addresses:

District:

Colusa Unified School District
745 Tenth Street
Colusa, CA 95687

Consultant:

RiverCity Geoprosessionals, Inc. dba
Wallace & Kuhl Associates
3050 Industrial Blvd.
West Sacramento, CA 95691

C. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and the remaining portion shall remain in full force and effect.

D. Non-Discrimination: Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940.

E. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only in writing and executed in the same manner as the Agreement.

F. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

EXHIBIT B

BASIC SERVICES OF CONSULTANT

The Inspector's Services shall include but not be limited to the following tasks:

- A.** Provide to the District services necessary to assure projects plans and construction activities comply with California Building Code ("CBC") requirements and Division of the State Architect ("DSA") Structural Test and Inspections (DSA form SSS 103-1).
- B.** Attend the Pre-Construction Meeting(s) with the District, District Representative, architect, project inspector, all contractors and subcontractors and explain the inspection requirements, coordination procedures, and notification requirements in the meeting.
- C.** Coordinate with contractor, project inspector, and subcontractors scheduling of necessary special inspections and material sampling.
- D.** Develop procedures to ensure timely inspections to not impede contractor's progress.
- E.** Provide all test results and reports in a timely manner.
- F.** Provide daily reports for all special inspection activities.
- G.** Attend job site construction meetings as requested when specific need may require.
- H.** Provide all necessary DSA reporting and documentation in a timely manner including: inspector approval forms, interim and final verified reports, project inspector notifications, project inspection card approvals, material test results, and all additional required project and close-out documentation for the DSA application number in accordance with DSA Procedure for Construction Oversight Process.

EXHIBIT C

FEES AND HOURLY RATES

- A. **Compensation for Basic Services:** For performing the Basic Services, District shall compensate Consultant at an hourly not-to-exceed fee of Eight Thousand dollars (\$8,000.00) through August 31, 2016. Included in the fee is a reasonable expense allowance in the amount of Five Hundred dollars (\$500.00). Allowable reimbursable expenses are defined in Exhibit D, and must be pre-approved by District.

- B. **Hourly Rates:**

Standard hourly rate:

Principal Engineer / Geologist	\$160.00 per hour
Senior Engineer / Geologist	\$160.00 per hour
Senior Environmental Scientist	\$160.00 per hour
Project Engineer / Geologist	\$135.00 per hour
Project Environmental Scientist	\$135.00 per hour
Senior Staff Engineer / Geologist	\$125.00 per hour
Senior Staff Environmental Scientist	\$125.00 per hour
Staff Engineer / Geologist	\$120.00 per hour
Staff Environmental Scientist	\$120.00 per hour
Senior Environmental Technician	\$95.00 per hour
Senior / Supervising Technician	\$95.00 per hour
Draft person / GIS Technician	\$90.00 per hour
Administrative Assistant	\$70.00 per hour

Holiday hourly rate: \$ _____.00 per hour

Holidays are defined as follows:

- A. January 1, New Year's Day
- B. President's Day
- C. Memorial Day
- D. July 4, Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. December 25, Christmas

If New Year's Day, Independence Day, or Christmas falls on a Sunday, then the following Monday shall be a holiday.

EXHIBIT D

REIMBURSEABLE COSTS/EXPENSES

- A. **Consultant's Expenses:** Consultant may request District approval for reimbursement of the following expense items:
1. Costs of postage, overnight delivery charges, or other necessary delivery charges.

EXHIBIT E

DOJ CERTIFICATION

I, David R. Gius, on behalf of RiverCity Geopprofessionals, Inc. dba Wallace & Kuhl Associates, 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 45125.1, attached hereto is a list of names of the employees or agents of Wallace & Kuhl Associates 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 _____, in _____, California.

(Seal of business)

By: _____
Name

Date

EXHIBIT E (Continued)

DOJ CERTIFICATION
List of Employees Authorized
To Come On To the School Campus

Name:	At the Colusa Unified School District (list campus if applicable)
	Burchfield Primary School

AGREEMENT
BETWEEN
COLUSA UNIFIED SCHOOL DISTRICT
AND
RIVERCITY GEOPROFESSIONALS, INC.
dba WALLACE KUHL & ASSOCIATES
FOR
EGLING MIDDLE SCHOOL RELOCATABLE AND HARDCOURT PAVING

PROFESSIONAL SERVICES AGREEMENT
FOR
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 10th day of May, 2016, by and between RiverCity Geopprofessionals, Inc. dba Wallace Kuhl & Associates a Special Inspection and Materials Testing Consultant, California Corporation (hereinafter "Consultant"), and Colusa Unified School District (hereinafter "District") for Consultant to furnish, in accordance with the following provisions, the services set forth below in connection with District's **Egling Middle School Relocatable Classrooms and Hardcourt Paving** (hereinafter "Project").

The following designated Exhibits are incorporated fully into and made a part of this Agreement:

- Exhibit A – General Terms and Conditions, Professional Services
- Exhibit B – Scope of Consultant's Basic Services
- Exhibit C – Fees and Hourly Rates
- Exhibit D – Reimbursable Costs/Expenses
- Exhibit E – DOJ Certification and List of Employees Authorized to Come on to School Campuses

The parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

Professional Services to be provided under this Agreement shall be as described in Exhibit B hereto.

2. TIME OF PERFORMANCE

Work shall begin upon written authorization from District and shall continue until August 31, 2016.

3. DEPARTMENT OF JUSTICE FINGERPRINTING:

Required ☒ [X]

Not Required ☐ []

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month, and year so stated above.

DISTRICT:

Colusa Unified School District
745 Tenth Street
Colusa, CA 95687

By: Mr. Dwayne Newman
Superintendent

SIGNATURE: _____



CONSULTANT:

RiverCity Geopprofessionals, Inc. dba
Wallace Kuhl & Associates
3050 Industrial Blvd.
West Sacramento, CA 95691

By: David R. Gius
Title: President/CEO

SIGNATURE: _____



DATE: 4/25/16

DATE: 4/20/2016

EXHIBIT A

GENERAL TERMS AND CONDITIONS, PROFESSIONAL SERVICES CONTRACTS

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ARTICLE 1. BASIC SERVICES OF CONSULTANT

A. Time: Time is of the essence in the Agreement. Consultant shall begin its services on the date specified in the Agreement, and shall complete its services within the stated time and in accordance with any applicable Project schedule. The time for performing services under the Agreement may be extended only in writing and by mutual consent of the parties.

B. Basic Services Defined: Consultant's Basic Services shall include Project Inspection Consulting Services, as described more specifically in **Exhibit B** to the Agreement, all in accordance with all terms of the Agreement and applicable laws and regulations. If any conflict exists in describing the Basic Services, the provision reflecting the broader scope of Basic Services shall control.

C. Trust and Confidence: Consultant accepts the relationship of trust and confidence established between District and Consultant by the Agreement.

D. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it is familiar with the statutes, regulations, and other requirements applicable to its Basic Services, including any laws applicable to public schools and/or public school construction; that all of its work will conform to current law and professional practices and standards regarding such requirements; and that Consultant will exercise due professional care and will cooperate with any contractor, other consultant, or construction manager also employed by District in connection with the Project. Consultant further represents and warrants to the District that it has all licenses, permits, qualifications, and approvals of whatever nature that are required to practice its profession, and that it will keep all such licenses and approvals in good standing and effect during the term of the Agreement. Consultant shall perform its work in accordance with requirements imposed by any and all governmental authorities having jurisdiction over the Project. Consultant agrees to perform its work with the skill and judgment of a prudent professional practicing in California and in the most expeditious and economical manner consistent with the interests of District.

E. DIR Registration: Consultant, and any and all sub-consultants, shall be registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5, and shall maintain current registration throughout the term of the Agreement.

F. Responsibility for Work: Any review, approval or acceptance of any of Consultant's work under the Agreement shall not relieve Consultant from responsibility for errors and/or omissions in its work or the work of its sub-consultants.

G. Compliance with Laws: At its sole cost and expense, and as part of its Basic Services, Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all wages, fees, benefits, and other amounts due to personnel and sub-consultants in connection with their performance of services and as required by law; pay all local, state, and federal taxes associated with its work; and pay all amounts required by law in connection with employees including, but not limited to, Social Security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance premiums. Upon District's request, Consultant shall furnish evidence satisfactory to District that any or all of the foregoing obligations have been fulfilled.

H. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of District.

I. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between District and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to District for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

J. Confidential Information: Consultant shall not, either during or after the term of the Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of District or the operations or procedures of District, or any other information specifically designated as confidential by District, without the prior written consent of District. Consultant shall require of its sub-consultant's similar agreements not to disclose such confidential information.

ARTICLE 2. SCHEDULE

A. Consultant shall perform in accordance with the time specified in the Agreement and any Project schedule applicable to Consultant's services. Any Project schedule shall include reasonable time for Consultant to perform its services and for District to review and respond to any of Consultant's deliverables. Any schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project, or for delays beyond Consultant's reasonable control.

B. If Consultant fails to perform its obligations under the Agreement within the time(s) specified in the Agreement and any approved Project schedule and thereby delays the Project, District may withhold monthly progress payments until all work at issue is completed or the schedule for Consultant's work has been recovered. This remedy shall be in addition to, and not in derogation of, District's other rights and remedies relating to Consultant's default.

ARTICLE 3. FINGERPRINTING

Education Code section 45125.2 shall apply to the Agreement. The District administrator initiating and/or responsible for the Agreement shall determine whether fingerprinting is required of Consultant and/or its employees under section 45125.2. Once such determination is made, the administrator shall verify the determination on the signature page of the Agreement. If District concludes that fingerprinting is required, the following shall apply:

1. Consultant shall, prior to commencement of any work under the Agreement, comply with Education Code section 45125.2(a)(2) (continual supervision by an employee of Consultant who has not been convicted of a serious

or violent felony). Consultant shall require any person affiliated with Consultant (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Consultant will certify in writing that neither Consultant nor any individuals affiliated with it (who shall be identified by name) who may come into unsupervised contact with pupils have been convicted of a felony as defined in Education Code section 45122.1. In addition, Consultant shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses. Any person whose name is not on the cleared list may not have such access. For any person who is not cleared, Consultant must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

2. Failure to comply with this provision, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Consultant, shall constitute grounds for termination of the Agreement.

ARTICLE 4. EXTRA SERVICES OF CONSULTANT

A. Changes in Consultant's Services: District, without invalidating the Agreement, may change Consultant's Basic Services by written notice to Consultant of such change. In addition, the scope or duration of Consultant's Basic Services may be changed by actions beyond the control, fault, or neglect of Consultant or its sub-consultants and require performance beyond the time currently estimated under the Agreement. Such additional services are referred to as herein as Extra Services.

B. Notice to District: Consultant shall promptly notify District if Consultant has been directed or otherwise caused to perform Extra Services, and if the Extra Services are expected to increase or decrease Consultant's costs and compensation, the duration of Consultant's services, or both. Failure to provide written notice to District of an expected increase in time, cost or compensation prior to performing the Extra Services, and no later than fourteen (14) days following District's written notice of a change to Basic Services or another event causing a change, shall absolutely waive Consultant's right to any increase in time or compensation.

C. Pricing of Changes: Following timely notice, District and Consultant shall negotiate in good faith regarding changes to time and/or compensation. Absent a different agreement between District and Consultant, Extra Services shall be performed on a time and materials basis calculated in accordance with the hourly rates set forth in **Exhibit C** and for such reimbursable expenses addressed below in Article 8. If Consultant will use sub-consultants to perform Extra Services, those sub-consultants and their billing rates must be approved in advance by District. For such approved sub-consultants, Consultant may invoice District at one hundred ten percent (110%) of the direct billings of the sub-consultants.

D. Documenting Changes: All Extra Services affecting the duration of the Agreement or compensation shall be documented in a written amendment executed by District and Consultant. Prior to Consultant performing any Extra Services, either a) District and Consultant shall execute an amendment encompassing such services or b) District shall acknowledge in writing that it is directing the performance of Extra Services prior to executing an amendment. No claim for any additional compensation or time shall be valid unless authorized by a written amendment.

ARTICLE 5. CONFLICTS OF INTEREST

Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the Project. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services on the Project, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the Project. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and District. Consultant agrees to advise District of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement without prior written consent of District. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of District.

ARTICLE 7. DISTRICT'S RESPONSIBILITIES

In addition to any responsibilities stated elsewhere in the Agreement, District has the following responsibilities:

A. District shall provide Consultant with access to the Project site necessary for Consultant to perform its obligations hereunder.

B. District shall provide Consultant with documented Project information in its possession that is reasonably necessary for the performance of the Basic Services.

C. District shall furnish all legal advice and services required for the Project.

D. The District designated Capital Program Management, Inc. (CPM), District's representative, as Consultant's primary contact regarding the Project. District's representative, shall be responsible for examining all documents submitted by

Consultant, and shall render decisions and provide additional information in a prompt and effective manner as required to support the Project. District shall notify Consultant of administrative procedures.

E. As provided in further detail below, District shall promptly pay Consultant for all services provided for herein and satisfactorily rendered.

F. District reserves the right to employ other consultants in connection with the Project, or to perform work related to the Project with District's own forces. Consultant shall notify District if any such independent action will in any way compromise Consultant's ability to perform its responsibilities.

ARTICLE 8. COMPENSATION

A. Professional Services: Consultant agrees to perform the Basic Services and any authorized Extra Services, and District agrees to pay Consultant for such services in accordance with **Exhibit C** to the Agreement, or such other rates for Extra Services as may be expressly agreed upon in writing between District and Consultant.

B. Reimbursable Consultant Costs/Expenses: District recognizes that certain costs and expenses associated with the services performed may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are defined in **Exhibit D**. Provided that Consultant obtains District's prior written approval, costs/expenses will be reimbursed to Consultant. No claim for any additional compensation or reimbursement shall be valid absent such prior written approval by District. Reimbursement for items requiring coordination by Consultant shall be reimbursed at no more than one hundred ten percent (110%) of the direct billing. Payments to Consultant for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

C. Invoicing: Consultant shall submit one (1) invoice monthly to District, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed the prior month at rates not to exceed those stated in **Exhibit C**. If applicable, Consultant's invoice also shall include reimbursable costs/expenses and Extra Services incurred for the billing period. Invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of District's authorization notice for invoiced item(s). Invoices requesting payment for Extra Services must reflect hours being charged and a copy of District's authorization notice. No payments will be made by District to Consultant for monthly invoices requesting reimbursable or Extra Services absent the prior written authorization of District.

D. Payment: All properly documented and undisputed charges incurred under the Agreement shall be due and payable within thirty (30) days of approval of the invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: District may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. District also may dispute, or on account of subsequently discovered evidence nullify payment on, the whole or a part of any invoice on the grounds of: 1) defective or deficient work product not remedied; 2) failure of Consultant to make payments properly to its employees or sub-consultants; 3) failure to adhere to the project schedule; or 4) other failure of Consultant to comply with the Agreement or the law. For any disputed payment, District shall provide written notice describing its dispute to Consultant. Where a payment is disputed, District may withhold one hundred fifty percent (150%) of the disputed amounts.

ARTICLE 9. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms acceptable to District, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law;
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, \$2,000,000 aggregate. Said insurance shall cover all operations of Consultant, including but not limited to broad form property damage liability and personal injury liability endorsement.
4. Commercial Automobile Insurance (including insurance for hired vehicles) with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Professional Liability Insurance for the Project, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their professional responsibilities under the

Agreement. Consultant shall provide District proof of professional liability insurance coverage for two years following final completion of the Agreement.

B. Additional Terms: All general liability policies shall name District and Program Manager as an additional insured and shall provide that such policy is primary insurance. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by District, to District within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days' prior written notice to District. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of District.

ARTICLE 10. INDEMNITY

A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless District, its officers, directors and employees (collectively "District"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, design defects, or other loss, damage, or expense to the extent that any of the above that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification. Consultant shall not be obligated under the Agreement to indemnify District to the extent that the damage is caused by the sole negligence or willful misconduct of District or its agent or servants other than Consultant.

B. District shall defend, indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively "Consultant" in this paragraph) from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or judgments, to the extent caused by District's negligent acts, in the performance of its obligations under the Agreement. District's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification. District shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the negligence, recklessness, or willful misconduct of Consultant or its agents or servants other than District.

C. Consultant and District each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

D. The acceptance by District or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive District or Consultant of any action, right or remedy otherwise available by law.

ARTICLE 11. DEFAULT AND TERMINATION OF AGREEMENT

A. Consultant Default: If Consultant at any time refuses or neglects to prosecute its work, satisfactorily or in a timely fashion or in accordance with the Project schedule, or is adjudicated as bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute its work, or becomes delinquent with respect to contributions or payments required to be made to any employee benefit programs or trust, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

B. Cure: If Consultant fails to cure the default within seven (7) days after written notice thereof, District may, at its sole option, take possession of any documents, files (including electronic files), or other materials prepared or used by Consultant in connection with the Project and provide any such work, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under the Agreement.

C. Default Termination: In the event District elects to terminate due to Consultant's default, District shall have the right to immediate possession of all documents, files (including electronic files), and other work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a sub-consultant, and may employ any other person or persons to finish the Basic Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under the Agreement until the Basic Services are completely finished. At that time, if the unpaid balance of the amount to be paid under the Agreement exceeds the expenses incurred by District in finishing the Basic Services, then such excess shall be paid by District to Consultant, but, if such expenses shall exceed such unpaid balance, then Consultant shall promptly pay to District the amount by which such expenses exceed such unpaid balance. The expenses referred to in the last sentence shall include expenses incurred by District in causing the services called for under the Agreement to be provided by others, for attorneys' fees, and for any damages sustained by District by reason of Consultant's default or defective work, plus a markup of ten percent (10%) on any and all such expenses.

D. District Default: Consultant may terminate the Agreement for cause upon seven (7) days' written notice to District for any of the following reasons: 1) District fails to timely pay undisputed sums due to Consultant; 2) District assigns the Agreement or transfers ownership of the Project prior to completion of Consultant's services under the

Agreement if the assignment or transfer is made without the prior written consent of Consultant; or 3) District suspends the performance of Basic Services and any authorized Extra Services for more than 180 consecutive days. District shall have the right to cure the stated ground for termination within the seven (7) day notice period, and, in the event of cure, Consultant's notice shall become null and of no further force or effect.

E. Termination for Convenience: In addition to the foregoing right to terminate for default, District reserves the absolute right to terminate the Agreement without cause, for any reason whatsoever, upon thirty (30) days' written notice to Consultant. In the event of such a termination without cause, District shall have the right to immediate possession of all documents, files (including electronic files), and other work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a sub-consultant, and may employ any other person or persons to finish the Consultant's work and provide the materials therefor. Also in the event of such a termination without cause, Consultant shall be entitled to payment in an amount not to exceed the contract price which shall be calculated as follows: 1) Payment for any deliverable then satisfactorily completed and accepted by District; plus 2) Reimbursable Costs approved and actually incurred by Consultant in connection with performance; plus 3) reasonable costs incurred on incomplete deliverables, not to exceed approved hourly rates for such work or, if a fixed price is established for the deliverable, that portion of the fixed price based on the percentage completion of the deliverable, plus 4) reasonable termination expenses. There shall be deducted from such sums the amount of any payment made to Consultant prior to the date of termination. Consultant shall not be entitled to any claim or lien against District or the Project for any additional compensation or damages in the event of such termination and payment. In addition, District's right to withhold funds under Article 8.E shall be applicable in the event of a termination for convenience.

F. Saving Clause: If the Agreement is terminated by District for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article, and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

G. Survival of Obligations: No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services, with respect to any work and/or services performed prior to the date of termination. All of Consultant's responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

ARTICLE 12. RECORDS AND AUDIT

A. Records of Consultant's direct personnel and reimbursable expenses pertaining to any Extra Services on this Project shall be kept on a generally recognized

accounting basis and shall be available to District or its authorized representative at mutually convenient times.

B. District or District's authorized representative shall have access, upon reasonable notice and during normal business hours, to any plans, specifications, books, documents, accounting records, personnel records, project correspondence, papers, project files and other records of Consultant and/or its sub-consultants directly or indirectly related to the Project. Such access includes the right to examine and audit such records and make excerpts, transcriptions and photocopies at District's expense from the date of the Agreement through two years after completion of the Agreement.

ARTICLE 13. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

A. Claim Requirements: Consultant shall give written notice of any claims arising out of or relating to the Agreement within five (5) business days of the event(s) giving rise to the claim. Said written notice shall specify the nature, amount and basis of the claim and shall be certified under penalty of perjury and in compliance with the California False Claims Act. Failure to include these required certifications shall constitute grounds for rejection of the claim. Failure to provide notice of the claim within the time limit set forth herein shall constitute grounds for rejection of the claim.

B. Claim Certification: Consultant acknowledges that it has read and is familiar with the provisions of the California False Claims Act (California Government Code sections 12650 *et seq.*). Submission by Consultant of a claim (as the term "claim" is defined in the False Claims Act) to District in connection with the Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation by Consultant to District that submission of the claim does not in any respect violate the California False Claims Act. Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty of perjury the validity and accuracy of any claimed submitted to District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. The claim certification required by this paragraph shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company is accurate and complete to the best of my knowledge and belief; that submission of the claim to District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of claimant.

Dated: 4/20/2016

Company: RiverCity Geoprofessionals, Inc.
dba Wallace & Kuhl Associates

Signature

Title

C. Direct Negotiation: Direct Negotiation will be the initial process used by the parties after written notice of any claim arising out of or relating to the Agreement as specified immediately above. Either District or Consultant may make a request for Direct Negotiations as an initial attempt to resolve any claim, dispute, or other matter arising out of the Agreement. Direct Negotiation representatives of the parties shall be District's designated representative and Consultant's designated representative. Any requested Direct Negotiation will take place at the Project or at a mutually agreeable location specified by the parties' designated representatives. Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or other matter arising out of the Agreement. Each party shall document the results of the Direct Negotiation and these documents shall be exchanged between the parties.

D. Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to the Agreement, or breach thereof, shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings. No mediation shall be initiated prior to the completion of the Project or termination of the Agreement, whichever is earlier.

ARTICLE 14. ADDITIONAL PROVISIONS

A. Successors and Assigns: District and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part without the written consent of District, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of District.

B. Written Notice: All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence

of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following addresses:

District:

Colusa Unified School District
745 Tenth Street
Colusa, CA 95687

Consultant:

RiverCity Geoprosessionals, Inc. dba
Wallace & Kuhl Associates
3050 Industrial Blvd.
West Sacramento, CA 95691

C. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and the remaining portion shall remain in full force and effect.

D. Non-Discrimination: Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940.

E. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only in writing and executed in the same manner as the Agreement.

F. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

EXHIBIT B

BASIC SERVICES OF CONSULTANT

The Inspector's Services shall include but not be limited to the following tasks:

- A. Provide to the District services necessary to assure projects plans and construction activities comply with California Building Code ("CBC") requirements and Division of the State Architect ("DSA") Structural Test and Inspections (DSA form SSS 103-1).
- B. Attend the Pre-Construction Meeting(s) with the District, District Representative, architect, project inspector, all contractors and subcontractors and explain the inspection requirements, coordination procedures, and notification requirements in the meeting.
- C. Coordinate with contractor, project inspector, and subcontractors scheduling of necessary special inspections and material sampling.
- D. Develop procedures to ensure timely inspections to not impede contractor's progress.
- E. Provide all test results and reports in a timely manner.
- F. Provide daily reports for all special inspection activities.
- G. Attend job site construction meetings as requested when specific need may require.
- H. Provide all necessary DSA reporting and documentation in a timely manner including: inspector approval forms, interim and final verified reports, project inspector notifications, project inspection card approvals, material test results, and all additional required project and close-out documentation for the DSA application number in accordance with DSA Procedure for Construction Oversight Process.

EXHIBIT C

FEES AND HOURLY RATES

- A. **Compensation for Basic Services:** For performing the Basic Services, District shall compensate Consultant at an hourly not-to-exceed fee of Eight Thousand dollars (\$8,000.00) through August 31, 2016. Included in the fee is a reasonable expense allowance in the amount of Five Hundred dollars (\$ 500.00). Allowable reimbursable expenses are defined in Exhibit D, and must be pre-approved by District.

- B. **Hourly Rates:**

Standard hourly rate:

Principal Engineer / Geologist	\$160.00 per hour
Senior Engineer / Geologist	\$160.00 per hour
Senior Environmental Scientist	\$160.00 per hour
Project Engineer / Geologist	\$135.00 per hour
Project Environmental Scientist	\$135.00 per hour
Senior Staff Engineer / Geologist	\$125.00 per hour
Senior Staff Environmental Scientist	\$125.00 per hour
Staff Engineer / Geologist	\$120.00 per hour
Staff Environmental Scientist	\$120.00 per hour
Senior Environmental Technician	\$95.00 per hour
Senior / Supervising Technician	\$95.00 per hour
Draft person / GIS Technician	\$90.00 per hour
Administrative Assistant	\$70.00 per hour

Holiday hourly rate: \$ _____.00 per hour

Holidays are defined as follows:

- A. January 1, New Year's Day
- B. President's Day
- C. Memorial Day
- D. July 4, Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. December 25, Christmas

If New Year's Day, Independence Day, or Christmas falls on a Sunday, then the following Monday shall be a holiday.

EXHIBIT D

REIMBURSEABLE COSTS/EXPENSES

- A. **Consultant's Expenses:** Consultant may request District approval for reimbursement of the following expense items:
1. Costs of postage, overnight delivery charges, or other necessary delivery charges.

EXHIBIT E

DOJ CERTIFICATION

I, David R. Gius, on behalf of RiverCity Geopprofessionals, Inc. dba Wallace & Kuhl Associates, 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 45125.1, attached hereto is a list of names of the employees or agents of Wallace & Kuhl Associates 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 4.20.16, in west Sacramento, California.

(Seal of business)


By: 
Name
April 20, 2016
Date

EXHIBIT E (Continued)

DOJ CERTIFICATION
List of Employees Authorized
To Come On To the School Campus

Name:	At the Colusa Unified School District (list campus if applicable)
	Egling Middle School

See attached

Wallace-Kuhl & Associates

Name of Employee	Dept.
David Dean	2
David Gius	2
Joe Follettie	2
Joe Waltz	2
Joey Ybarra	2
Mauricio Luna	2
Michael Watari	2
Steve French	2
Bryan Yates	3
Dennis Nakamoto	3
Don Updegraff	3
Joseph Rosenbery	3
Matt Taylor	3
Nancy Malaret	3
Nelson Pi	3
Brian Bernhard	4
Courtney Wells	4
Dave Gomes	4
Harold Taliaferro	4
Jim Dean	4
Matthew Moyneur	2
Richard Robertson	4
Rob Gregorio	4
Scott Best	4
Todd Proctor	4
Valentine Ramirez	4
Aaron Schmidt	5
Bobby Edgar	5
David Redford	5
Greg Baker	5
Jason Lesan	5
John Vincent	5
Jose (Beto) Reyes	5
Karlton Windhorst	5
Michael Soto	5
Peter Langlois	5
Sam Stassi	5
William Mendenhall	5
David Hunn	6

**AGREEMENT TO PROVIDE
DSA PROJECT INSPECTION SERVICES
between
COLUSA UNIFIED SCHOOL DISTRICT
and
BIG DOG INSPECTIONS, INC.**

This Agreement is made and entered into on the first day of April 2016 between COLUSA UNIFIED SCHOOL DISTRICT (OWNER) and BIG DOG INSPECTIONS (CONSULTANT) to provide any and all construction inspections as required by the Uniform Building Code (UBC) and the California Code of Regulations administered by the Division of the State Architect (DSA) and quality control inspections as directed by the Architect of Record (AOR) for the OWNER From May 1, 2016 through August 31, 2016

1. SCOPE OF WORK

- A. CONSULTANT shall provide required DSA Construction Inspection Services as defined in the Uniform Building Code (CBC) and California Code of Regulations, Title 24 Part 1, Sections 4-333, 4-336 and 4-343. CONSULTANT shall provide inspections of the work in progress for compliance with DSA approved plans and specifications, applicable building codes, regulations, AOR quality control and local ordinances.
- B. CONSULTANT shall provide the submission and maintenance of written reports and all other documents as required by the DSA. CONSULTANT shall maintain a complete file of submittals and transmit same to the OWNER at the completion of each project, upon certification.
- C. CONSULTANT shall provide continuous certification of work completed and in progress, by the contractor, including materials and equipment, on or off site, for pay application verification purposes and as required by DSA.
- D. CONSULTANT will provide inspections in a timely manner as to not delay the construction process with exceptions to variables out of CONSULTANTS control such as: testing laboratory delays, severe weather, et cetera. CONSULTANT shall notify OWNER of any deviation of project schedule, or any other issues effecting the master project schedule.
- E. CONSULTANT shall provide coordination and scheduling of all required laboratory tests, special inspections and assist the OWNER in the execution and compliance of DSA Form 103 to ensure conformance with DSA approved plans and specifications.

- F. CONSULTANT shall provide and maintain daily reports, records and logs, including any direction given to the contractor from the AOR, CONSULTANT shall provide OWNER with project status reports, outstanding deficiencies and any DSA Notice to Contractors issued.
- G. CONSULTANT shall not authorize any changes in the work, nor shall he direct the activities of the contractor. CONSULTANT shall have the authority to inform the contractor of any conflicts and/or inconsistencies with the plans, drawings, and specifications; to reject defective materials and to suspend any work, which is being improperly done, subject to the approval and under the direction of the AOR.
- H. CONSULTANT shall provide continuous inspection as defined by DSA and per industry standards for typical work such as concrete, paving, built-up roofing, structural construction operations, excavations et cetera and at additional times, as directed by the AOR.
- I. CONSULTANT shall maintain and update contract documents completely including posting of addenda, changes, clarifications and as-built conditions and upon the completion of project, shall transmit same to the OWNER.

2. INSURANCE AND TAXES

CONSULTANT shall be an independent contractor and not an agent or employee of OWNER under this contract. CONSULTANT shall be responsible for any damage, loss or other claim arising out of the performance of its services under this contract. Prior to commencement of services and during the life of this contract, CONSULTANT shall provide the OWNER with a current certificate of policy evidencing its professional general liability insurance coverage in a sum not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, and such certificate or policy shall name the OWNER as an additional insured.

3. COMPENSATION

CONSULTANT shall be compensated at an hourly rate of \$85.00 per hour, including one hour of drive time per site visit. When Contractor generated overtime necessitates, overtime will be charged at \$127.50 per hour for weekdays in excess of eight hours per day and for work performed on Saturdays. Sundays and Holidays will be charged at \$170.00 per hour. CONSULTANT shall submit an invoice on the 20th of each month. Payment will be made within 30 days of invoice approval.

4. **EDUCATION CODE COMPLIANCE**

CONSULTANT shall comply with Education Code Section 45125.2. CONSULTANT must not have been convicted of a violent or serious felony in accordance with Education Code Section 45125.2. CONSULTANT shall not work in the general vicinity of students, unless OWNER approved barriers are provided or until clearance is obtained by the California Department of Justice to the satisfaction of OWNER.

5. **NON ASSIGNABILITY**

This agreement and the rights and duties therein shall not be assigned in whole or part without the expressed written consent of the OWNER and CONSULTANT.

6. **HOLD HARMLESS AND INDEMNIFICATION**

CONSULTANT shall indemnify and hold harmless OWNER, its officers, agents, and employees, from and against any claims, liability, cause of action, damages, and expenses, including attorneys' fees and costs, arising out of or related to CONSULTANT'S performance under this contract.

7. **TERMINATION**

This Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party. Such notice shall be personally served or delivered by United States Postal Service. In the event of cancellation, CONSULTANT shall be paid for all work performed to the date of cancellation.


The parties have executed this contract at Colusa, Sutter County, California.

Date: _____

By: _____

Colusa Unified School District
Dwayne Newman, Superintendent

Date: 4/12/16

By:  _____

Big Dog Inspections Inc.
Kipp Gagosian, President

Agreement to Provide
DSA Project Inspection Services for Colusa Unified School District
Big Dog Inspections

Attachment A

Total Contract Amount: \$55,000

Contract Breakdowns:

Egling Middle School Relocatable Classrooms and Harcourt Paving Project - Project Inspector Contract for Big Dog Inspections, in the amount of \$10,000.

Burchfield PS Restroom Upgrades, Hardcourt Paving, Relocatable Classroom Project - Project Inspector Contract for Big Dog Inspections, in the amount of \$10,000.

Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project - Project Inspector Contract for Big Dog Inspections, in the amount of \$10,000.

Fire Alarm Replacement Projects for Egling Middle School, Burchfield PS and Colusa High School - Project Inspector Contract for Big Dog Inspections, in the amount of \$25,000.

**SECTION 00 52 13
AGREEMENT FORM**

THIS CONTRACT made on May 10th, 2016 by and between the Colusa Unified School District, a political subdivision of the State of California, hereinafter called the "District", and Lamon Construction Co., Inc. hereinafter called "Contractor".

District and Contractor, for valuable consideration, hereby agree as follows:

1. **THE CONTRACT DOCUMENTS:** The complete Contract consists of the following documents incorporated herein by this reference: (Check all that apply)

- ☐ Notice Inviting Bids
- ☐ Instructions to Bidders
- ☐ Accepted Bid
- ☐ General Construction Contract
- ☐ General Conditions
- ☐ Payment Bond to Accompany Contract
- ☐ Performance Bond to Accompany Contract
- ☐ Warranty Maintenance Bond
- ☐ Project Manual and Specifications
- ☐ Working Details and Plans
- ☐ Addenda
- ☐ Supplemental General Conditions

Any and all obligations of the District and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents. The documents comprising the complete contract are sometimes referred to as the Contract Documents. In case of conflict between the plans and specifications on the one hand, and remaining contract documents on the other, the document shall be read and interpreted as a whole, and in a manner to give effect to the intent of the District and the Architect in the original design and construction scheme. If there is conflict between the Engineer's and Architect's interpretations, the Architect's interpretations shall govern. If there is any conflict between the plans and the specifications, the contractor will bring the conflict to the attention of the Architect/District, and the Architect in consultation with the District shall resolve the conflict, and the contractor shall follow the Architect/District's instructions.

2. **THE WORK.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation and material necessary to perform and complete in a good and workmanlike manner, the Burchfield Primary School Restroom Upgrades, Hardcourt Paving, Relocatable Classroom Project as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Architectural Nexus Architects, and adopted by the District, which Plans and Specifications are entitled, respectively, Burchfield Primary School Restroom Upgrades, Hardcourt Paving, Relocatable Classroom Project and which Plans and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that all tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and all work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the District, or its representatives. The District hereby designates as its representative for the purpose of this Contract the following named person: Dwayne Newman, Superintendent.

3. **CONTRACT PRICE:** The District agrees to pay and the Contractor agrees to accept, in full payment for the work; Burchfield Primary School Restroom Upgrades, Hardcourt Paving, Relocatable Classroom Project, agreed to be done, the sum of Eight Hundred Five Thousand Dollars

1 (\$805,000.00) subject to additions and deductions as provided in the Contract Documents. Said sum
2 includes the base bid and accepted Alternate Proposition(s) NA numbered.
3 All other Alternate Propositions are rejected by District, and are not included in this Contract.
4

5 4. GOVERNING TERMS AND CONDITIONS: The documents identified in paragraph 1 above,
6 constitute the entire contract between District and Contractor. Contractor and District have significant
7 rights and responsibilities pursuant to this Agreement. Specifically, Contractor performance, rights and
8 obligations hereunder are governed by all contract documents and significant obligations and rights are
9 set forth in the General Conditions and Supplemental Conditions, if any. By executing this Agreement,
10 Contractor acknowledges that he/she/it has read and reviewed all of the contract documents including the
11 General Conditions and Supplemental Conditions, if any, and that he/she/it is fully aware and
12 understands the contents of the contract documents.
13

14 5. POST-AWARD SUBMITTAL REQUIREMENTS: In addition to the submission of the
15 required payment and performance bonds and the certificate of insurance, the Contractor shall also
16 submit to District, within ten (10) calendar days of execution of this Agreement the following to include but
17 not limited to:
18

- 19 a. Section 00 72 00 – General Conditions, Article 15.7 Water Pollution Prevention Plan
- 20 b. Section 00 72 00 – General Conditions, Article 37 Progress Schedule
- 21 c. Section 00 72 00 – General Conditions, Article 42 Schedules of Values
- 22 d. Section 00 72 00 – General Conditions, Article 47 Project Superintendent; Project Manager;
23 Foreman Submission.
- 24 e. Section 00 45 26 – Workers Comp Certificate Schedule Form
- 25 f. Section 00 45 29 – Child and Family Support Enforcement Form
- 26 g. Section 00 61 19 – Maintenance Warranty Bond Form
- 27 h. Section 00 62 41 – Contractor Certification Regarding Background Checks Form

28
29 District:

Contractor:

30
31 Colusa Unified School District
32 745 10th Street
33 Colusa CA 95932
34

Lamon Construction Co. Inc.
871 Von Geldern Way
Yuba City, CA 95991

35 IN WITNESS WHEREOF, identical counterparts of this Contract, each of which shall
36 for all purposes be deemed an original thereof, have been duly executed by the parties
37 hereinabove named, on the day and year first herein written.
38

39 Attest:

Colusa Unified School District
745 10th Street
Colusa CA 95932

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45 By: _____

46
47 Name: _____

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49 Title: _____
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1
2 Approved as to form:
3
4

5 By: _____
6 Law Offices of Robert E. Thurbon
7 Attorneys for the District
8
9

10 Contractor:
11

12 By: _____
13

14 Name: _____
15

16 Title: _____
17
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END OF SECTION

SECTION 00 52 13
AGREEMENT FORM

THIS CONTRACT made on May 10th, 2016 by and between the Colusa Unified School District, a political subdivision of the State of California, hereinafter called the "District", and Lamon Construction Co., Inc. hereinafter called "Contractor".

District and Contractor, for valuable consideration, hereby agree as follows:

1. **THE CONTRACT DOCUMENTS:** The complete Contract consists of the following documents incorporated herein by this reference: (Check all that apply)

- ☐ Notice Inviting Bids
- ☐ Instructions to Bidders
- ☐ Accepted Bid
- ☐ General Construction Contract
- ☐ General Conditions
- ☐ Payment Bond to Accompany Contract
- ☐ Performance Bond to Accompany Contract
- ☐ Warranty Maintenance Bond
- ☐ Project Manual and Specifications
- ☐ Working Details and Plans
- ☐ Addenda
- ☐ Supplemental General Conditions

Any and all obligations of the District and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents. The documents comprising the complete contract are sometimes referred to as the Contract Documents. In case of conflict between the plans and specifications on the one hand, and remaining contract documents on the other, the document shall be read and interpreted as a whole, and in a manner to give effect to the intent of the District and the Architect in the original design and construction scheme. If there is conflict between the Engineer's and Architect's interpretations, the Architect's interpretations shall govern. If there is any conflict between the plans and the specifications, the contractor will bring the conflict to the attention of the Architect/District, and the Architect in consultation with the District shall resolve the conflict, and the contractor shall follow the Architect/District's instructions.

2. **THE WORK.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation and material necessary to perform and complete in a good and workmanlike manner, the Egling Middle School Relocatable Classrooms and Hardcourt Paving Project at as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Architectural Nexus Architects, and adopted by the District, which Plans and Specifications are entitled, respectively, Egling Middle School Relocatable Classrooms and Hardcourt Paving Project and which Plans and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that all tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and all work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the District, or its representatives. The District hereby designates as its representative for the purpose of this Contract the following named person: Dwayne Newman, Superintendent.

3. **CONTRACT PRICE:** The District agrees to pay and the Contractor agrees to accept, in full payment for the work; Egling Middle School Relocatable Classrooms and Hardcourt Paving Project, agreed to be done, the sum of Nine Hundred Nineteen Thousand Eight Hundred Dollars (\$919,800.00) subject to additions and deductions as provided in the Contract Documents. Said

sum includes the base bid and accepted Alternate Proposition(s) #1 and #2 numbered. All other Alternate Propositions are rejected by District, and are not included in this Contract.

4. GOVERNING TERMS AND CONDITIONS: The documents identified in paragraph 1 above, constitute the entire contract between District and Contractor. Contractor and District have significant rights and responsibilities pursuant to this Agreement. Specifically, Contractor performance, rights and obligations hereunder are governed by all contract documents and significant obligations and rights are set forth in the General Conditions and Supplemental Conditions, if any. By executing this Agreement, Contractor acknowledges that he/she/it has read and reviewed all of the contract documents including the General Conditions and Supplemental Conditions, if any, and that he/she/it is fully aware and understands the contents of the contract documents.

5. POST-AWARD SUBMITTAL REQUIREMENTS: In addition to the submission of the required payment and performance bonds and the certificate of insurance, the Contractor shall also submit to District, within ten (10) calendar days of execution of this Agreement the following to include but not limited to:

- a. Section 00 72 00 – General Conditions, Article 15.7 Water Pollution Prevention Plan
- b. Section 00 72 00 – General Conditions, Article 37 Progress Schedule
- c. Section 00 72 00 – General Conditions, Article 42 Schedules of Values
- d. Section 00 72 00 – General Conditions, Article 47 Project Superintendent; Project Manager; Foreman Submission.
- e. Section 00 45 26 – Workers Comp Certificate Schedule Form
- f. Section 00 45 29 – Child and Family Support Enforcement Form
- g. Section 00 61 19 – Maintenance Warranty Bond Form
- h. Section 00 62 41 – Contractor Certification Regarding Background Checks Form

District:

Colusa Unified School District
745 10th Street
Colusa CA 95932

Contractor:

Lamon Construction Co. Inc.
871 Von Geldern Way
Yuba City, CA 95991

IN WITNESS WHEREOF, identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

Attest:

Colusa Unified School District
745 10th Street
Colusa CA 95932

By: _____

Name: _____

Title: _____

1 Approved as to form:
2
3

4 By: _____
5 Law Offices of Robert E. Thurbon
6 Attorneys for the District
7
8

9 Contractor:

10 By: _____
11

12 Name: _____
13

14 Title: _____
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END OF SECTION

**SECTION 00 52 13
AGREEMENT FORM**

THIS CONTRACT made on May 10th, 2016 by and between the Colusa Unified School District, a political subdivision of the State of California, hereinafter called the "District", and Hometown Construction, Inc. hereinafter called "Contractor".

District and Contractor, for valuable consideration, hereby agree as follows:

1. **THE CONTRACT DOCUMENTS:** The complete Contract consists of the following documents incorporated herein by this reference: (Check all that apply)

- ☐ Notice Inviting Bids
- ☐ Instructions to Bidders
- ☐ Accepted Bid
- ☐ General Construction Contract
- ☐ General Conditions
- ☐ Payment Bond to Accompany Contract
- ☐ Performance Bond to Accompany Contract
- ☐ Warranty Maintenance Bond
- ☐ Project Manual and Specifications
- ☐ Working Details and Plans
- ☐ Addenda
- ☐ Supplemental General Conditions

Any and all obligations of the District and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents. The documents comprising the complete contract are sometimes referred to as the Contract Documents. In case of conflict between the plans and specifications on the one hand, and remaining contract documents on the other, the document shall be read and interpreted as a whole, and in a manner to give effect to the intent of the District and the Architect in the original design and construction scheme. If there is conflict between the Engineer's and Architect's interpretations, the Architect's interpretations shall govern. If there is any conflict between the plans and the specifications, the contractor will bring the conflict to the attention of the Architect/District, and the Architect in consultation with the District shall resolve the conflict, and the contractor shall follow the Architect/District's instructions.

2. **THE WORK.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation and material necessary to perform and complete in a good and workmanlike manner, the Colusa HS ADA Restroom Upgrades and Gymnasium HVAC Replacement Project as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Architectural Nexus Architects, and adopted by the District, which Plans and Specifications are entitled, respectively, Colusa HS ADA Restroom Upgrades and Gymnasium HVAC Replacement Project and which Plans and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that all tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and all work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the District, or its representatives. The District hereby designates as its representative for the purpose of this Contract the following named person: Dwayne Newman, Superintendent.

3. **CONTRACT PRICE:** The District agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Seven Hundred Twenty-One Thousand, Ninety-Four Dollars

1 (\$721,094.00) subject to additions and deductions as provided in the Contract Documents. Said sum
2 includes the base bid and accepted Alternate Proposition(s) #1 numbered.
3 All other Alternate Propositions are rejected by District, and are not included in this Contract.
4

5 4. GOVERNING TERMS AND CONDITIONS: The documents identified in paragraph 1 above,
6 constitute the entire contract between District and Contractor. Contractor and District have significant
7 rights and responsibilities pursuant to this Agreement. Specifically, Contractor performance, rights and
8 obligations hereunder are governed by all contract documents and significant obligations and rights are
9 set forth in the General Conditions and Supplemental Conditions, if any. By executing this Agreement,
10 Contractor acknowledges that he/she/it has read and reviewed all of the contract documents including the
11 General Conditions and Supplemental Conditions, if any, and that he/she/it is fully aware and
12 understands the contents of the contract documents.
13

14 5. POST-AWARD SUBMITTAL REQUIREMENTS: In addition to the submission of the
15 required payment and performance bonds and the certificate of insurance, the Contractor shall also
16 submit to District, within ten (10) calendar days of execution of this Agreement the following:
17

- 18 a. Section 00 72 00 – General Conditions, Article 15.7 Water Pollution Prevention Plan
- 19 b. Section 00 72 00 – General Conditions, Article 37 Progress Schedule
- 20 c. Section 00 72 00 – General Conditions, Article 42 Schedules of Values
- 21 d. Section 00 72 00 – General Conditions, Article 47 Project Superintendent; Project Manager;
22 Foreman Submission.
- 23 e. Section 00 45 26 – Workers Comp Certificate Schedule Form
- 24 f. Section 00 45 29 – Child and Family Support Enforcement Form
- 25 g. Section 00 61 19 – Maintenance Warranty Bond Form
- 26 h. Section 00 62 41 – Contractor Certification Regarding Background Checks Form
27

28 District:

29
30 Colusa Unified School District
31 745 10th Street
32 Colusa CA 95932
33

Contractor:

Hometown Construction Inc.
502 Giuseppe Court, Suite #6
Roseville, CA 95678

34 IN WITNESS WHEREOF, identical counterparts of this Contract, each of which shall
35 for all purposes be deemed an original thereof, have been duly executed by the parties
36 hereinabove named, on the day and year first herein written.
37

38 Attest:

Colusa Unified School District
745 10th Street
Colusa CA 95932

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43 By: _____

44 Name: _____

45 Title: _____
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1 Approved as to form:
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4 By: _____
5 Law Offices of Robert E. Thurbon
6 Attorneys for the District
7
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9 Contractor:

10 By: _____
11

12 Name: _____
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14 Title: _____
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19 END OF SECTION
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Commercial HVAC Quality Maintenance Program

www.commercialhvacqm.com



Honeywell

ACCA 180 Standard Frequency of Service

The Pacific Gas & Electric Commercial HVAC Quality Maintenance Program is based on the nationally recognized Air Conditioning Contractors of America (ACCA) 180 Standard for frequency of inspection. The ACCA 180 requires a MINIMUM of 4 quarterly inspections per year with various frequencies of tasks that meet or exceed manufactures specification for maintenance. As a participating customer, your HVAC contractor will perform a minimum of four quarterly inspections per year to ensure that your HVAC units are maintained at the ACCA 180 Standard.

ACCA Unit Task (per ACCA 180 2012 Edition Table 5-22)	Year 1				Year 2	Year 3
	Q1 Inspection	Q2 Inspection	Q3 Inspection	Q4 Inspection	Q1 - Q4 Inspections	Q1 - Q4 Inspections
Filter / Housing	✓	✓	✓	✓	✓✓✓✓	✓✓✓✓
UV Lamp	✓	✓	✓	✓	✓✓✓✓	✓✓✓✓
Belts / Sheaves	✓	👁	✓	👁	✓👁✓👁	✓👁✓👁
Control System	✓	👁	✓	👁	✓👁✓👁	✓👁✓👁
Variable Frequency Drive	✓	👁	✓	👁	✓👁✓👁	✓👁✓👁
Panels	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Condenser	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Condensate Pump	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Ductwork / Piping	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Evaporator Coil / Fins	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Drain Pan/ P-Trap	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Moisture Carryover	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Control Box / Wiring	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Motor Contactor	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Bearings	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Blower Wheel	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Gas Heat	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Low Ambient	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Economizer Functional Test	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Refrigeration System Test	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Schedule Management	✓	👁	👁	👁	✓👁👁👁	✓👁👁👁
Replace Thermostat	C				C	C
Replace Controller / Sensor	C				C	C
Integrated Economizer Wiring	C				C	C
Renovate Linkages	C				C	C
Replace Damper Motor	C				C	C
Refrigeration System Service	C				C	C

✓ = Required to bring and maintain unit at ACCA 180 Standard

C = Conditional / As required to maintain unit at ACCA 180 Standard

👁 = Visually inspect and repair unit as necessary to maintain at ACCA 180 Standard

Important Notes:

- The first visit under the Service Agreement will focus on bringing the HVAC units up to the ACCA 180 Standard. This may require repair or replacement of components in the system at the customer's expense. However, your Pacific Gas & Electric Program Incentives are meant to help offset these costs to bring the units up to the ACCA 180 Standard.
- Quarterly inspections are the MINIMUM frequency under the ACCA 180 Standard. However, more frequent inspections/service may need to be performed if environmental factors result in the need to replace filters and/or wash coils on a more frequent basis.

Commercial HVAC Quality Maintenance Program

www.commercialhvacqm.com



Honeywell

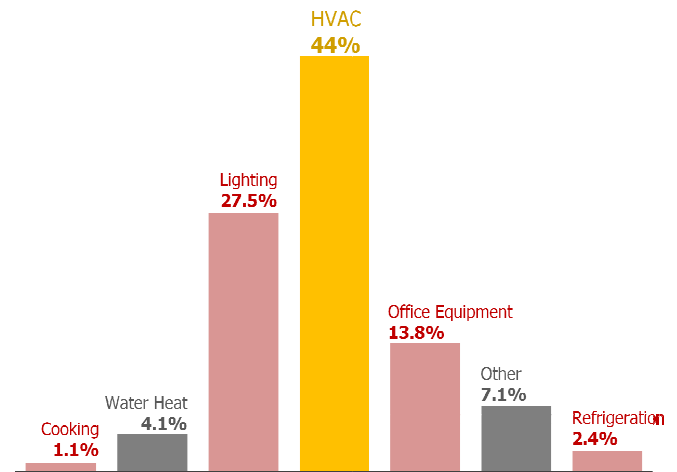
Properly Maintained HVAC System = Efficiency + Energy Savings

Pacific Gas & Electric's Commercial HVAC Quality Maintenance Program utilizes the new HVAC industry standard which supports increased HVAC performance with enhanced planned maintenance. With it, your qualifying HVAC units will receive regular servicing that goes well above routine maintenance to optimize their performance and longevity.*

Benefits To You

This higher-level maintenance agreement sets a new standard and is specifically designed to:

- Lower your business's energy bills
- Increase system reliability
- Improve indoor air quality and temperature comfort
- Lower maintenance costs and reduced unplanned service calls
- Reduce capital costs by achieving longer equipment life
- Reduce the carbon footprint of your business



A building's energy consumption is typically its largest operating expense. 44% of a commercial building's energy consumption can be attributed to its HVAC systems.

Source: California Energy Commission, 2006 California End-Use Survey #CEC-400-2006-005

Why Participate

Benefits of signing a three-year Commercial HVAC Quality Maintenance agreement include:

- A cash incentive to help offset the cost difference between a typical maintenance agreement and your customized HVAC Quality Maintenance agreement
- Low or reduced-cost baseline-level repairs if needed or within program parameters
- A comprehensive maintenance plan—ongoing, conveniently scheduled maintenance
- A preventative approach to reduce or eliminate unexpected downtime
- Lower total cost of ownership, fewer occupant complaints and fewer unexpected expenses for HVAC service
- Better information for making important HVAC decisions

Learn More

To learn more about Pacific Gas & Electric's Commercial HVAC Quality Maintenance Program please visit:

www.commercialhvacqm.com

*Eligibility: This program is designed for commercial rooftop units powered by electricity from Pacific Gas & Electric. Some units may not be eligible for incentives (such as those near the end of their useful life or in a serious state of disrepair).

This program is offered on a first-come, first-served basis and is effective until funding is expended or the program is discontinued by the CPUC. The program may be modified or terminated without prior notice. Pacific Gas & Electric does not guarantee contractor participation in any particular area. This program is funded by California utility ratepayers and administered by Pacific Gas & Electric under the auspices of the California Public Utilities Commission.



PG&E QM180 3 Year Maintenance Contract

Prepared for

COLUSA UNIFIED SCHOOL DISTRICT

745 10th Street
Colusa, CA 95932

4/20/16

Colusa Unified School District
745 10th Street
Colusa, CA 95932

Subject: PG&E Quality Maintenance Program

Location: Burchfield Primary School 400 freemont street Colusa CA

“A company is known by the clients it keeps”, and Climate Control is proud to have the opportunity of presenting you with a Three year Preventive Maintenance Agreement to help protect the investment you have in the mechanical system providing comfort to the above-mentioned facility.

Air Conditioning and mechanical systems today represents a major investment, and Climate Control is the company to provide the ACCA Standard 180 preventive maintenance, repair, installation and energy conservation savings measures you need to control your operating costs while protecting your investment.

We have completed a careful analysis and survey of your present air conditioning and heating system and recommend the following program of Preventive Maintenance. This program will reduce the incidence of breakdown and contribute to controlling energy costs.

The following documents are enclosed which, along with this letter, constitutes our Preventive Maintenance Agreement:

- The Mechanical Equipment to be covered is shown on an itemized list that will be included upon approval of the agreement, for your records.
- A Preventive Maintenance Schedule showing the extent of services to be performed.
- A Rate Schedule for unscheduled emergency service.
- A General Conditions Statement outlining the responsibilities of the Contractor.

These services are designed to ensure your equipment will be maintained on a scheduled basis and supported by our 24-HOUR EMERGENCY SERVICE, when required. As each preventive maintenance call is completed, the service technician will indicate the material used and list any problems observed and recommend corrective action. This information will be detailed on a service report, signed and left with your designated representative at the facility.

For a prompt start-up of this service, please approve this proposal document and return it to us indicating the date you wish to begin.

We are looking forward to a mutually beneficial relationship and thank you for this opportunity to serve you.

If for whatever the reason a unit needs to be removed from the PG&E maintenance program and in doing so the rebates from PG&E are reduced Climate Control Inc. will then modify the maintenance agreement to reflect the rebate amount.

Please feel free to contact us at any time.

Sincerely,

CLIMATE CONTROL, INC.

Jason Carrere
Owner

ACCEPTANCE:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE SERVICE

TO BEGIN: _____

DATE: _____

PG&E Rebates \$14626.00 Maintenance Cost for 3 years \$17551.20 Cost per P/M \$1462.60
Cost per unit per p/m which are not covered by the PG&E program \$38.00

CLIMATE CONTROL, Inc.
4219 S. Market Ct Ste C
Sacramento, CA 95834
Telephone: 916.566.1135 Fax: 916.566.1138
License # 835592

CLIMATE CONTROL, Inc.

Prevailing Wage Statement

Climate Control Inc will be accountable for paying its employees prevailing wages as required by the State of California and will report the Cetified payroll as necessary.

INVENTORY OF EQUIPMENT

Colusa, CA 95932

[illegible]

CLIMATE CONTROL, Inc.

CONDITIONS/TERMS

CONDITIONS:

The preventive maintenance work necessary for proper operation of the mechanical system will be the responsibility of Climate Control and will be billed at the contract rate. Climate Control will provide necessary tools, material, equipment, labor and trucks required to perform this work during normal business hours, which are 7:00 AM to 4:00 PM, Monday through Friday.

Emergency service will be available at any time, 24 hours per day. Customers under a Preventive Maintenance Agreement will receive priority response.

RATES:

- Contract Customer Rate \$97.00

TERMS:

- The maintenance agreement shall remain in effect for three (3) year from the date of acceptance of Climate Control's proposal by customer and shall remain in effect thereafter until terminated by either of the parties giving the other thirty (30) days prior written notice to that effect.
- Climate Control terms of payment – net 30 days
- Quoted prices are valid for thirty (30) days unless otherwise specified.
- **Repair work is warranty for 1 year parts and labor.**

CLIMATE CONTROL, Inc.
GENERAL CONDITIONS

Customer agrees not to assign or transfer this agreement without written approval of Climate Control. To do so may result in the cancellation of the agreement by Climate Control and a charge to the customer for work performed to date.

Where equipment is located above ceiling space, Climate Control shall not be liable for any damages caused from water, including, but not limited to, damage caused by stopped up drain lines and overflowed drain pans.

The services to be performed under this agreement are not a guarantee against obsolescence. Normal wear and inspections shall not be construed as an approval or guarantee of the condition of the equipment.

Climate Control shall be excused for any delay in completion of the contract and shall not be liable for the loss of or damage to air conditioning equipment caused by natural disasters, acts of the owner or the owner's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, transportation conditions, materials shortages, or damages attributable to additions, alterations, adjustments, repairs made by others, or other contingencies unforeseen by Climate Control and beyond the reasonable control of Climate Control.

Should the owner, or his representative, direct any modification or addition to the work covered by this contract, the costs shall be adjusted accordingly.

Ductwork, air balancing, variable air volume boxes, electrical power wiring outside equipment cabinets, plumbing, or any work required because of negligence, misuse of equipment, vandalism, sabotage, fire, flood or acts of natural causes, shortage of high voltage electrical supply, will not be included in the agreement.

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If the owner should default in any of his obligations under this contract, Climate Control shall have the right to recover, as damages, at Climate Control's opinion, either the reasonable value of work performed by Climate Control or the balance of the contract price plus any other damages sustained as a result of the owner's default. Title to and ownership of all equipment and materials installed by Climate Control is expressly agreed remain in Climate Control until payment in full, for any and all equipment and materials has been received by Climate Control. In the event of default hereunder, Climate Control shall have the right without notice to enter at any time the premises of the contracting party wherein any materials or equipment of Climate Control's is located and to take possession and removal of the same without recourse to any legal proceedings for the purpose, or without any liability whatsoever arising there from.

If either party becomes involved in litigation arising out of this contract or the performance hereof, the court or arbitration panel shall award reasonable costs and expenses, including attorney's fees, to the party entitled thereto. In awarding attorney's fees, the court or arbitration panel will now be bound by any court fee scheduled, but shall, if it is in the interest of justice to do so, award full amount of costs, expenses and attorney's fees paid or incurred in good faith.

In the event of any dispute of the parties hereto, whether involving a claim in tort, contract or otherwise, the same shall be submitted to arbitration. Within a reasonable period of time after receipt of notice of demand for arbitration, the parties to the dispute shall each appoint a party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. Arbitration shall be compulsory and binding and except as provided herein and governed by the provisions of the California Code of Civil Procedure pertaining to arbitration. Either party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings, and neither party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien.

No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of cessation of work under this contract.

If the agreement is canceled in written format before the thirty (30) day window prior to the anniversary date, customer will pay for all services and materials rendered to date of cancellation at normal rates.

Unless specifically stated otherwise, all terms and conditions set forth in these General conditions shall be incorporated by reference in any purchase order or contract written by the customer which is based in whole or in part as a result of this document and accepted by Climate Control or its authorized agent.



PG&E QM180 3 Year Maintenance Contract

Prepared for

COLUSA UNIFIED SCHOOL DISTRICT

745 10th Street
Colusa, CA 95932

4/20/16

Colusa Unified School District
745 10th Street
Colusa, CA 95932

Subject: PG&E Quality Maintenance Program

Location: Egling Middle School 813 Webster street Colusa CA

“A company is known by the clients it keeps”, and Climate Control is proud to have the opportunity of presenting you with a Three year Preventive Maintenance Agreement to help protect the investment you have in the mechanical system providing comfort to the above-mentioned facility.

Air Conditioning and mechanical systems today represents a major investment, and Climate Control is the company to provide the ACCA Standard 180 preventive maintenance, repair, installation and energy conservation savings measures you need to control your operating costs while protecting your investment.

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For a prompt start-up of this service, please approve this proposal document and return it to us indicating the date you wish to begin.

We are looking forward to a mutually beneficial relationship and thank you for this opportunity to serve you.

If for whatever the reason a unit needs to be removed from the PG&E maintenance program and in doing so the rebates from PG&E are reduced Climate Control Inc. will then modify the maintenance agreement to reflect the rebate amount.

Please feel free to contact us at any time.

Sincerely,

CLIMATE CONTROL, INC.

Jason Carrere
Owner

ACCEPTANCE:

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE SERVICE

TO BEGIN: _____ DATE: _____

PG&E Rebates \$17438.00 Maintenance Cost for 3 years \$20925.60 Cost per P/M \$1743.80
Cost per unit per p/m which are not covered by the PG&E program \$38.00

CLIMATE CONTROL, Inc.
4219 S. Market Ct Ste C
Sacramento, CA 95834
Telephone: 916.566.1135 Fax: 916.566.1138
License # 835592

CLIMATE CONTROL, Inc.

Prevailing Wage Statement

Climate Control Inc will be accountable for paying its employees prevailing wages as required by the State of California and will report the Cetified payroll as necessary.

INVENTORY OF EQUIPMENT

Colusa unified School District Egling Middle School

813 Webster Street

Colusa, CA 95932

[illegible]

CLIMATE CONTROL, Inc.

CONDITIONS/TERMS

CONDITIONS:

The preventive maintenance work necessary for proper operation of the mechanical system will be the responsibility of Climate Control and will be billed at the contract rate. Climate Control will provide necessary tools, material, equipment, labor and trucks required to perform this work during normal business hours, which are 7:00 AM to 4:00 PM, Monday through Friday.

Emergency service will be available at any time, 24 hours per day. Customers under a Preventive Maintenance Agreement will receive priority response.

RATES:

- Contract Customer Rate \$97.00

TERMS:

- The maintenance agreement shall remain in effect for three (3) year from the date of acceptance of Climate Control's proposal by customer and shall remain in effect thereafter until terminated by either of the parties giving the other thirty (30) days prior written notice to that effect.
- Climate Control terms of payment – net 30 days
- Quoted prices are valid for thirty (30) days unless otherwise specified.
- **Repair work is warranty for 1 year parts and labor.**

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Unless specifically stated otherwise, all terms and conditions set forth in these General conditions shall be incorporated by reference in any purchase order or contract written by the customer which is based in whole or in part as a result of this document and accepted by Climate Control or its authorized agent.



PG&E QM180 3 Year Maintenance Contract

Prepared for

COLUSA UNIFIED SCHOOL DISTRICT

745 10th Street
Colusa, CA 95932

4/20/16

Colusa Unified School District
745 10th Street
Colusa, CA 95932

Subject: PG&E Quality Maintenance Program

Location: Colusa High School 901 Colusa Ave Colusa CA

“A company is known by the clients it keeps”, and Climate Control is proud to have the opportunity of presenting you with a Three year Preventive Maintenance Agreement to help protect the investment you have in the mechanical system providing comfort to the above-mentioned facility.

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CLIMATE CONTROL, Inc.

Colusa Unified School District Colusa High School

Page 2

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We are looking forward to a mutually beneficial relationship and thank you for this opportunity to serve you.

If for whatever the reason a unit needs to be removed from the PG&E maintenance program and in doing so the rebates from PG&E are reduced Climate Control Inc. will then modify the maintenance agreement to reflect the rebate amount.

Please feel free to contact us at any time.

Sincerely,

CLIMATE CONTROL, INC.

Jason Carrere
Owner

ACCEPTANCE:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE SERVICE

TO BEGIN: _____

DATE: _____

PG&E Rebates \$21668.00 Maintenance Cost for 3 years \$26001.60 Cost per P/M \$2166.80
Cost per unit per p/m which are not covered by the PG&E program \$38.00

CLIMATE CONTROL, Inc.
4219 S. Market Ct Ste C
Sacramento, CA 95834
Telephone: 916.566.1135 Fax: 916.566.1138
License # 835592

CLIMATE CONTROL, Inc.

Prevailing Wage Statement

Climate Control Inc will be accountable for paying its employees prevailing wages as required by the State of California and will report the Cetified payroll as necessary.

CLIMATE CONTROL, Inc.

INVENTORY OF EQUIPMENT

Colusa unified School District Colusa High School
901 Colusa Ave
Colusa, CA 95932

UNIT #	SYSTEM COMPONENT	MANUFACTURER	MODEL #	SERIAL #	LOCATION	FILTER/BELTS QTY/ SIZES
1-2	PKG Unit	Lennox	Gcs241853301		Roof	
3-9	PKG Unit	Lennox	Gcs20036757p		Roof	
10-11	PKG Unit	Bard	Wa602a10xx4xx		Roof	
12-14	PKG Unit	Lennox	Gcs20060757y		Roof	
15	PKG Unit	Lennox	10gcs036751pa		Roof	
16	PKG Unit	Air flo	13acd03623012		Roof	
17	PKG Unit	Lennox	Gcs249532001g		Roof	
18	PKG Unit	Lennox	10gcs036752pa		Roof	
19	PKG Unit	Lennox	10gcs048x1001pa		Roof	
20	PKG Unit	Lennox	Gcs16411503p		Roof	
21	PKG Unit	Lennox	Gcs16r41175p		Roof	
22	PKG Unit	Lennox	Hs234115p		Roof	
23	PKG Unit	Lennox	Hs296512p		Roof	
24	PKG Unit	Lennox	Hs234111p		Roof	
25	PKG Unit	Lennox	Hs2326114		Roof	
26-28	PKG Unit	Bard	Wh483a04xxxxa		Roof	
29-31	PKG Unit	Bard	Wag40ba54x		Roof	
32	PKG Unit	Bard	Wh482a10xx4xxx		Roof	

CONDITIONS/TERMS

CONDITIONS:

The preventive maintenance work necessary for proper operation of the mechanical system will be the responsibility of Climate Control and will be billed at the contract rate. Climate Control will provide necessary tools, material, equipment, labor and trucks required to perform this work during normal business hours, which are 7:00 AM to 4:00 PM, Monday through Friday.

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RATES:

- Contract Customer Rate \$97.00

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CLIMATE CONTROL, Inc.

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PG&E QM180 3 Year Maintenance Contract

Prepared for

COLUSA UNIFIED SCHOOL DISTRICT

745 10th Street
Colusa, CA 95932

4/20/16

Colusa Unified School District

745 10th Street
Colusa, CA 95932

Subject: PG&E Quality Maintenance Program

Location: District Office 745 10th street Colusa CA

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- The Mechanical Equipment to be covered is shown on an itemized list that will be included upon approval of the agreement, for your records.
- A Preventive Maintenance Schedule showing the extent of services to be performed.
- A Rate Schedule for unscheduled emergency service.
- A General Conditions Statement outlining the responsibilities of the Contractor.

CLIMATE CONTROL, Inc.

These services are designed to ensure your equipment will be maintained on a scheduled basis and supported by our 24-HOUR EMERGENCY SERVICE, when required. As each preventive maintenance call is completed, the service technician will indicate the material used and list any problems observed and recommend corrective action. This information will be detailed on a service report, signed and left with your designated representative at the facility.

For a prompt start-up of this service, please approve this proposal document and return it to us indicating the date you wish to begin.

We are looking forward to a mutually beneficial relationship and thank you for this opportunity to serve you.

If for whatever the reason a unit needs to be removed from the PG&E maintenance program and in doing so the rebates from PG&E are reduced Climate Control Inc. will then modify the maintenance agreement to reflect the rebate amount.

Please feel free to contact us at any time.

Sincerely,

CLIMATE CONTROL, INC.

Jason Carrere
Owner

ACCEPTANCE:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

**DATE SERVICE
TO BEGIN:** _____

DATE: _____

PG&E Rebates \$3465.00 Maintenance Cost for 3 years \$4158.00 Cost per P/M \$346.50

Cost per unit per p/m which are not covered by the PG&E program \$38.00

**CLIMATE CONTROL, Inc.
4219 S. Market Ct Ste C
Sacramento, CA 95834
Telephone: 916.566.1135 Fax: 916.566.1138
License # 835592**

CLIMATE CONTROL, Inc.

Prevailing Wage Statement

Climate Control Inc will be accountable for paying its employees prevailing wages as required by the State of California and will report the Cetified payroll as necessary.

Colusa unified School District Office
745 10th Street
Colusa, CA 95932

CLIMATE CONTROL, Inc.

CONDITIONS/TERMS

CONDITIONS:

The preventive maintenance work necessary for proper operation of the mechanical system will be the responsibility of Climate Control and will be billed at the contract rate. Climate Control will provide necessary tools, material, equipment, labor and trucks required to perform this work during normal business hours, which are 7:00 AM to 4:00 PM, Monday through Friday.

Emergency service will be available at any time, 24 hours per day. Customers under a Preventive Maintenance Agreement will receive priority response.

RATES:

- Contract Customer Rate \$97.00

TERMS:

- The maintenance agreement shall remain in effect for three (3) year from the date of acceptance of Climate Control's proposal by customer and shall remain in effect thereafter until terminated by either of the parties giving the other thirty (30) days prior written notice to that effect.
- Climate Control terms of payment – net 30 days
- Quoted prices are valid for thirty (30) days unless otherwise specified.
- **Repairs are warranty for 1 year parts and labor.**

CLIMATE CONTROL, Inc.

GENERAL CONDITIONS

Customer agrees not to assign or transfer this agreement without written approval of Climate Control. To do so may result in the cancellation of the agreement by Climate Control and a charge to the customer for work performed to date.

Where equipment is located above ceiling space, Climate Control shall not be liable for any damages caused from water, including, but not limited to, damage caused by stopped up drain lines and overflowed drain pans.

The services to be performed under this agreement are not a guarantee against obsolescence. Normal wear and inspections shall not be construed as an approval or guarantee of the condition of the equipment.

Climate Control shall be excused for any delay in completion of the contract and shall not be liable for the loss of or damage to air conditioning equipment caused by natural disasters, acts of the owner or the owner's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, transportation conditions, materials shortages, or damages attributable to additions, alterations, adjustments, repairs made by others, or other contingencies unforeseen by Climate Control and beyond the reasonable control of Climate Control.

Should the owner, or his representative, direct any modification or addition to the work covered by this contract, the costs shall be adjusted accordingly.

Ductwork, air balancing, variable air volume boxes, electrical power wiring outside equipment cabinets, plumbing, or any work required because of negligence, misuse of equipment, vandalism, sabotage, fire, flood or acts of natural causes, shortage of high voltage electrical supply, will not be included in the agreement.

Climate Control requires payment within thirty (30) days of date of invoice. Climate Control shall have the right to stop work if any payment shall not be made to Climate Control under this agreement, within the thirty (30) days.

If the owner should default in any of his obligations under this contract, Climate Control shall have the right to recover, as damages, at Climate Control's opinion, either the reasonable value of work performed by Climate Control or the balance of the contract price plus any other damages sustained as a result of the owner's default. Title to and ownership of all equipment and materials installed by Climate Control is expressly agreed remain in Climate Control until payment in full, for any and all equipment and materials has been received by Climate Control. In the event of default hereunder, Climate Control shall have the right without notice to enter at any time the premises of the contracting party wherein any materials or equipment of Climate Control's is located and to take possession and removal of the same without recourse to any legal proceedings for the purpose, or without any liability whatsoever arising there from.

If either party becomes involved in litigation arising out of this contract or the performance hereof, the court or arbitration panel shall award reasonable costs and expenses, including attorney's fees, to the party entitled thereto. In awarding attorney's fees, the court or arbitration panel will now be bound by any court fee scheduled, but shall, if it is in the interest of justice to do so, award full amount of costs, expenses and attorney's fees paid or incurred in good faith.

In the event of any dispute of the parties hereto, whether involving a claim in tort, contract or otherwise, the same shall be submitted to arbitration. Within a reasonable period of time after receipt of notice of demand for arbitration, the parties to the dispute shall each appoint a party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. Arbitration shall be compulsory and binding and except as provided herein and governed by the provisions of the California Code of Civil Procedure pertaining to arbitration. Either party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings, and neither party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien.

No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of cessation of work under this contract.

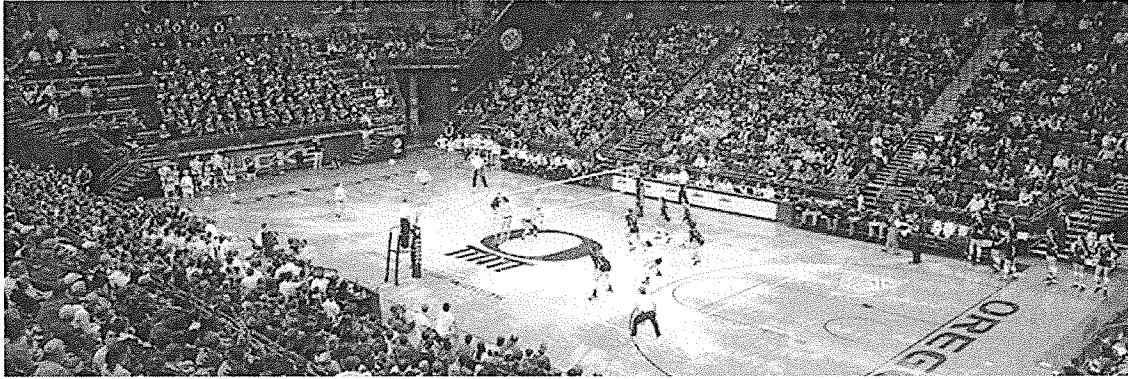
If the agreement is canceled in written format before the thirty (30) day window prior to the anniversary date, customer will pay for all services and materials rendered to date of cancellation at normal rates.

Unless specifically stated otherwise, all terms and conditions set forth in these General conditions shall be incorporated by reference in any purchase order or contract written by the customer which is based in whole or in part as a result of this document and accepted by Climate Control or its authorized agent.

OREGON VOLLEYBALL

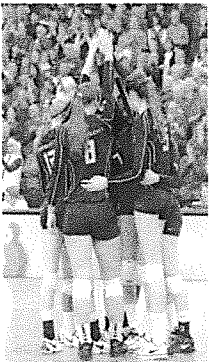
2015 SUMMER CAMPS

1.8.



Colusa's volleyball program is very excited to offer our athletes the opportunity to attend a team camp at the University of Oregon. The 3-day camp will give us a great opportunity to work together as a team.

Oregon Volleyball Team Camp



Camp Description - Our team has a unique opportunity to train together prior to the 2016 season under the direction of 9th-year Univ. of Oregon head coach and 2006 Pac-10 Coach of the Year, Jim Moore and his outstanding staff. The Oregon Coaching staff, athletes and local school coaches will be on hand to guide your team through tactics, techniques and the finer points of the game to put you a step ahead of your opponents. Don't miss this opportunity to get your team together for valuable pre-season practice sessions and matches which feature teams from all over the Northwest and N. California. The team camp will provide skills training sessions, team practice and competitive matches.

Camp Dates: July 8th- 10th

Departure Date: July 7th at noon from Colusa High School

Lodging: Overnight Campers will be housed in the dormitories on the UO campus. Thursday night housing will be a local hotel close to the campus. Location will be provided when we get closer to the date. Ms. Lyons, Ms. Roper, and Mr. Lay will be driving vans.

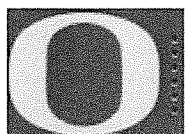
Cost: \$275 per person plus an additional cost for Thursday's lodging, athletes will also need additional money for eating on the way up and back (lunch and dinner on Thursday, breakfast on Friday and dinner on Sunday). Food will be provided during our stay at the dormitories.

Deadline: June 12, 2016

Name: _____

Grade: _____

IF you have any questions, please contact Ms. Lyons at 530-933-4305 or tlyons@colusa.k12.ca.us



Taking anywhere from
20 - 30 kids, 3 adults.

MENU

TEAM CAMP I → COACH / TEAM REGISTRATION

Dates: Friday, July 8th - Sunday, July 10th

Who: Girls High School Age Teams

Team Deposit To Reserve Spot: \$50

One Coach Free With Minimum of 7 Players Registered

Extra Coach: \$175 → Includes Housing & Coach Gift Pack

>> REGISTER NOW

TEAM CAMP I → PLAYER REGISTRATION

Dates: Friday, July 8th - Sunday, July 10th

Who: Girls Entering Grades 9th - 12th

Overnight Player: \$275

Commuter Player With Meals: \$205 → Lunch & Dinner Only

Commuter Player Without Meals: \$175 → No Meals

>> REGISTER NOW

****Make sure your High School Team is planning to attend Team Camp I, prior to registering.**

ABOUT TEAM CAMP I

Your team has a unique opportunity to train together prior to the 2016 season under the direction of 11th-year Univ. of Oregon head coach and 2006 Pac-10 Coach of the Year,

Jim Moore and his outstanding staff. The Oregon Coaching staff, athletes and local school coaches will be on hand to guide your team through tactics, techniques and the finer points of the game to put you a step ahead of your opponents. Don't miss this opportunity to get your team together for valuable pre-season practice sessions and matches which feature teams from all over the Northwest and N. California.

High School coaches are expected to be involved with their team during the camp with regards to supervision and on court training. If you would just like to observe and want another coach to work with your team, please let us know beforehand so arrangements can be made for a coach. Our coaches consists of NCAA Division I, II, & III coaches and players, local high school and club coaches.

All of the coaches in attendance will have a closed door Q&A with Coach Jim Moore and the Oregon Volleyball staff to help with any questions about your HS program. We will cover topics such as practice planning, philosophies, techniques, and mental training!

All overnight campers will be housed on campus in dorms. All meals will take place at an on campus dining hall that has lots of options to choose from. Please contact us with any questions!

Overnight Campers | What To Bring

- Portable Fan for dorm room, they are not air conditioned.
- Enough Comfortable Workout Clothes For 7 Volleyball Sessions (Shorts, T-Shirts, Comfortable Gym Shoes, Knee Pads).
- Bathroom Essentials (Toothbrush, Toothpaste, Shampoo, etc.)
- Towel To Shower
- Comfortable Shoes For Time Outside the Gym.
- Snacks
- Water Bottle (We will have water on site in addition to Gatorade).

DAY 1 TENTATIVE SCHEDULE

11:00 AM → Check-In at Dorms TBA

12:00 PM - 1:15 PM → Lunch Is Served

1:30 PM - 5:00 PM → Afternoon Session

5:00 PM - 6:15 PM → Dinner

6:30 PM - 9:00 PM → Evening Session

DAY 2 TENTATIVE SCHEDULE

7:30 AM - 9:00 AM → Breakfast

9:00 AM - 12:00 PM → Morning Session

12:00 PM - 1:15 PM → Lunch Break

1:30 PM - 5:00 PM → Afternoon Session

5:00 PM - 6:15 PM → Dinner Break

6:30 PM - 9:00 PM → Team Play

DAY 3 TENTATIVE SCHEDULE

7:30 AM - 9:00 AM → Breakfast

9:00 AM - 12:00 PM → Tournament Play

12:00 PM → Camp Wrap-Up / Check-Out

Oregon Volleyball Camps are open to any and all entrants (limited only by number, age, grade level and/or gender).

Requesting Approval for travel to:

**FBLA National Leadership Conference
June 28-July 3, 2016
Atlanta, Georgia**

Parent and Member Attending:

Colleen Wrysinski, Parent/Supervisor
Erik Wrysinski, Competitor – Computer Problem Solving

FBLA Adviser in charge: Lee Lara – Centennial High School

Transportation:

Private Vehicle to Sacramento Airport
Air Travel – United Airlines
Super Shuttle from airport to hotel and back

Hotel

Aloft Hotels
300 Spring Street NW
Atlanta, Georgia 30308

(687) 515-0300

FBLA National Leadership Conference
June 28-July 3, 2016
Atlanta, Georgia

Estimated Member Expenses:

Air Fare:	\$ 655.00
Shuttle	\$25.00
Hotel:	\$1,069.00 (5 nights @ \$213.80) Student will room with parent acting as supervisor
Conference Registration Fee:	\$105.00
Meals:	\$210.00 (\$35 per day allowance/6 days)
Spending Money	\$ <u>Member's discretion</u>
<hr/>	
Total Expenses	\$2,064.00



COLUSA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

State Requirements Section Two

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I. GOVERNANCE (Federally Required Policy --Assurance 13)

I-A. SELPA GOVERNANCE

The four school districts (Colusa Unified School District, Maxwell Unified School District, Pierce Joint Unified School District, and Williams Unified School District) in Colusa County have agreed to have the Colusa County Office of Education implement and operate this local plan. This designation was based on size and scope considerations, including the low incidence of exceptional children and geographical factors. The Colusa County Office of Education has the dual role of being Responsible Local Agency and providing all special education services.

Each district shall assist the Colusa County Office of Education in carrying out this plan. A three tiered governance structure was designed to facilitate implementation while eliciting input from Board Members and parents. The first tier is an Executive Committee, the second tier is a SELPA Council, and the third tier is the Colusa County Board of Education. The responsibilities of superintendents, district boards and the Colusa County Board of Education and their relationship to this tiered governance structure are defined below.

I-A-1. EXECUTIVE COMMITTEE: COUNTY AND DISTRICT SUPERINTENDENTS

The participation of each local education agency superintendent is essential to supporting the operation of the Special Education Local Plan Area. The superintendents will participate through monitoring the policies and procedures to carry out the special education programs and services and participating in the Executive Committee and SELPA Council.

POLICY: EXECUTIVE COMMITTEE

The local education agency governing boards of Colusa County SELPA agree to provide representation to the Executive Committee. Representatives from each agency shall include the superintendent from each district, the county superintendent, and SELPA Director/Director of Special Education. The functions of the Executive Committee are delineated in the Procedures.

PROCEDURES: EXECUTIVE COMMITTEE

The Executive Committee of the SELPA Council was established to: (1) provide guidance for the administration and implementation of the special education programs and services; (2) problem-solve situations arising in the program; and (3) make recommendations to the SELPA Council when recommended action involves budget or policy changes.

The Executive Committee is composed of the following members:

- (1) District Superintendent from each school district (one vote each)
- (2) County Superintendent (one vote)
- (3) SELPA Director/Director of Special Education (non-voting)

RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE:

- (1) Review and make recommendations on the Local Plan for Special Education to the SELPA Council.
- (2) Recommend priorities for special education services.
- (3) Advise the Administration on the deliverance of services.
- (4) Formulate and review policies on the provision of special education services, including transportation.
- (5) Review and make formal recommendations to the SELPA Council.
- (6) Elect chairperson for two year term in July or August. The chairperson shall chair meetings and review agenda items with the SELPA Director. The chairperson will also act as the SELPA Council chairperson. The committee could elect to rotate the chairperson in the following manner: Williams, Colusa, Pierce, Maxwell.
- (7) Participate in special education programs and services evaluations.

Meetings are scheduled monthly or as needed. Meetings will usually be scheduled so school employees can attend. The meetings are open to the public. In the event that a Superintendent cannot attend a meeting, he/she should notify the chairperson of his/her pending absence and may appoint a designee, if appropriate, with full voting rights and privileges.

A quorum shall be a minimum of three voting members. A minimum of three votes shall be required to enact decisions of the SELPA Executive Committee. If only three members are in attendance all decisions will require a unanimous vote.

Members of the SELPA Council will be invited to attend all Executive Committee meetings as non-voting members.

SUPERINTENDENTS' RESPONSIBILITIES:

Superintendents are responsible for contacting the Assistant Superintendent-Special Education/SELPA Director when a potential legal issue arises. The superintendents,

working with the SELPA Council, are responsible for providing appropriate space at school sites for special education programs and services.

The Executive Committee will review projected student enrollment and analyze available classrooms by March each year. The Executive Committee will determine facilities needs to be completed prior to the opening of school the following year. Classroom eligibility for the County Office of Education/Special Education enrollment will be included in the analysis.

I-A-2. SELPA COUNCIL BOARD MEMBERS:

The SELPA Council was established to provide a vehicle for the interests and concerns of each district and its constituents to be heard.

It is imperative that all stakeholders are represented in the planning and review of special education programs and services in Colusa County. The SELPA Council is designed to provide countywide representation through the following policies, procedures and responsibilities.

POLICY: SELPA COUNCIL

The local education agency governing boards of Colusa County SELPA agree to provide representation to the SELPA Council. Representatives shall include the superintendent from each district, the county superintendent, the SELPA Director/Director of Special Education, a member of the Community Advisory Committee for Special Education or their designee, and a Board member or designated representative from each school district board and the County Board of Education. The responsibilities are included in the Procedures. (See Appendix A for bylaws of the SELPA Council)

PROCEDURES: SELPA COUNCIL

The SELPA Council was formed to assist the Colusa County Office of Education in providing appropriate special education programs and services to individuals with exceptional needs who are found eligible by Federal and State laws and regulations.

The SELPA Council is composed of the following members:

- (1) District Superintendent from each school district (one vote each)
- (2) County Superintendent (one vote)
- (3) Board Member or designated representative from each school district board and County Board of Education (one vote each)

- (4) SELPA Director/Director of Special Education (non-voting)
- (5) COMMUNITY ADVISORY COMMITTEE (CAC) member or designee (non-voting)

RESPONSIBILITIES OF SELPA COUNCIL:

- (1) Review and approve special education budget for final approval by the Colusa County Board of Education.
- (2) Develop, review and approve special education policy.
- (3) Resolve conflicts among local education agency governing boards or their representatives concerning special education issues.

Meetings shall be open to the public and held at least two times a year or more as needed. A quorum consists of 6 of the 10 voting members. A member can send a proxy (Appendices B or C) or a designated person to vote. Proxies are counted in determining the existence of a quorum. A designee can be part of the quorum. No officer, agent, or employee of any other entity entitled to a Council vote may be appointed as a proxy by any other entity entitled to a SELPA Council vote. Each entity entitled to a SELPA Council vote shall be limited to a maximum of two proxies. The Chairperson of the Executive Committee shall act as the Chairperson of the SELPA Council.

Voting shall be a majority vote for all issues except budget.

A unanimous vote of members present shall be required for action related to the budget. For purposes of this paragraph "members present" includes all proxies. If a unanimous vote can not be achieved then the item shall be placed on each of the five board agendas within a time specified by the SELPA Council. The item would need a majority vote by each local board to pass the budget. If passed by all local boards the SELPA Council would reconvene to officially approve the SELPA budget. If not passed by all local boards the SELPA Council will reconvene to continue discussion. This process would continue until a compromise is reached and the items are resolved.

I-A-3. GOVERNING BOARD: COUNTY BOARD OF EDUCATION

The governing boards for each participating local education agency have designated the Colusa County Board of Education as the board to provide guidance for the implementation of the Local Plan.

POLICY: GOVERNING BOARD

The local education agency governing boards in Colusa County SELPA designate the Colusa County Board of Education as the governing board for the responsibilities and procedures below.

PROCEDURES: GOVERNING BOARD

The County Board of Education serves as the governing body for special education programs and services. Its duties include the following:

- (1) Approve the Local Plan for Special Education before submission to the State.
- (2) Review policy relative to the provisions of special education services in the county, after the recommended policy has been reviewed by the SELPA Council.
- (3) Make recommendations concerning the operation of special education programs and services.
- (4) Approve the special education budget after reviewing recommendations from the SELPA Council.

The County Office of Education is designated as the Responsible Local Agency for special education services. The responsibilities include, but are not limited to:

- (1) Receiving regionalized service funds.
- (2) Coordinating the implementation of the plan.
- (3) Implementing policies for due process decision.
- (4) Maintaining fiscal services for special education.

I-B. SELPA ADMINISTRATION

I-B-1. RESPONSIBLE LOCAL AGENCY (RLA) PROVISIONS

The member districts in the local plan have designated Colusa County Office of Education as the Responsible Local Agency for the SELPA. The County office provides dual services both as the Responsible Local Agency and as the service provider. The Colusa County Office of Education is designated to receive all federal and state funds allocated to the SELPA with Executive Council oversight, staffing for special education services is the responsibility of the County Office of Education.

The County Superintendent is the manager of the local plan. He/she or his/her designee directs and guides the implementation of the local plan board policies and decisions. The County Superintendent or designee when appropriate: (A) hires and evaluates all special education personnel; and (B) provides guidance to program personnel.

POLICY: RESPONSIBLE LOCAL AGENCY

The Local Education Agency governing boards in Colusa County SELPA designate the Colusa County Office of Education as the Responsible Local Agency (RLA) to operate this local plan. In the event that any member of the SELPA Council determines there is a

need or reason to change the RLA the Transfer Plan in Section A shall be followed.

PROCEDURE: RESPONSIBLE LOCAL AGENCY

Assignments of Responsible Local Agency Responsibilities:

Every three years the SELPA Council reviews the responsibility of the Responsible Local Agency and determines the roles and responsibilities to be assigned with the position. These roles and responsibilities include:

- (1) Receive and distribute of regionalized services funds to include, but not limited to, personnel development, evaluation, data collection, management information system, curriculum development, program review, and interagency coordination.
- (2) Provide administrative support to Assistant Superintendent- Special Education/SELPA Director, SELPA Council, and Executive Committee.
- (3) Coordinate the implementation of the local plan.

EMPLOYMENT OF STAFF:

The County Superintendent, with input from the SELPA Executive Committee, shall determine the staff necessary for the special education programs. The County Superintendent is responsible for the employment of all staff. A representative from the impacted district(s) may be appointed to participate in the hiring of special education certificated staff. A district superintendent or designee may have input in all certificated and classified staff evaluations, as consistent with contractual agreements. A parent may be invited to participate in the hiring of special education certificated staff.

I-B-2 SPECIAL EDUCATION ADMINISTRATION

All programs and services are provided through Colusa County Office of Education. Special education administration is provided by the Colusa County Office of Education in a dual role of Assistant Superintendent-Special Education/SELPA Director.

I-B-2-a. The Colusa County Office of Education Assistant Superintendent's primary responsibilities includes:

- (1) Carry out day-to-day supervision of all programs and services.
- (2) Serve as lead administrator when potential legal involvement is identified.
- (3) Ensure special education programs and services are available for all individuals with exceptional needs who are found eligible by Federal and State laws and regulations.

- (4) Develop annual income and expenditure budgets for the implementation of Special Education programs and services for the Special Education Local Plan Area.
- (5) Make Administrative Placements for transferring individuals with exceptional needs with an active Individualized Education Programs (IEP).
- (6) Develop administrative rules and regulations necessary to implement policies which affect the SELPA, not in conflict with Colusa County Office of Education policies, subject to the approval of the Executive Committee.
- (7) Report to County Board of Education concerning Special Education.
- (8) Establish committees to address ongoing concerns and needs of special education.
- (9) Act as a resource for district Special Education components of the Categorical Program Monitoring (CPM).
- (10) Implement and monitor any CPM special education corrective actions.
- (11) Receive, respond to, implement, and monitor:
 - Office of Civil Rights (OCR) Complaints
 - Procedural Safeguards, complaints, and Due Process Findings.
- (12) Gather all data and submit reports required by the Federal Government and the State Department.
- (13) Make staff assignments, supervise and evaluate special education personnel, with input from site administration. (Cross reference SELPA Admin-Employment of Staff)
- (14) Meet with each District Management Team as needed.
- (15) Provide information on trends and quality practices in Special Education
- (16) Make presentations to groups on topics related to Special Education.
- (17) Collaborate with non-public schools/agencies providing programs or services to individuals with special needs who reside within Colusa County Office of Education boundaries.
- (18) Serve as a member of the Colusa County Office of Education leadership team.
- (19) Participate in Individualized Education Plan meetings as needed.

The Executive Committee will assist the Colusa County Superintendent of Schools in hiring the Assistant Superintendent/Special Education. The Assistant Superintendent will be evaluated annually by the County Superintendent with prior written input from the Executive Committee, including, when appropriate, recommendation for continued assignment in the position.

I-B-2-b. The Colusa County SELPA Director's primary responsibilities include:

- (1) Act as executive secretary to the Executive Committee and SELPA Council; prepare agendas and information for its meetings and submit minutes for approval.
- (2) Serve as a liaison between the Executive Committee and the Community Advisory Council.
- (3) Act as a resource for the SELPA-wide Special Education Categorical Program Monitoring (CPM).
- (4) Act as a liaison to the State Department of Education, Department of Mental Health, Department of Health and Human Services, California Children's Services and any other agency in accordance with interagency agreements.
- (5) Provide management of Office of Civil Rights (OCR), due process and complaints findings and share these findings, as appropriate, and coordinate necessary changes at the SELPA level.
- (6) Provide copies of parent rights which include information about low cost and/or free legal services in the area.
- (7) Coordinate meetings with nonpublic school personnel to determine educational costs.
- (8) Participate in State level SELPA meetings and share information, as appropriate, with superintendents, Community Advisory Committee (CAC), boards and community.
- (9) Submit waivers necessary for the implementation of the Local Plan.
- (10) Approve all purchases for low incidence materials, equipment and services.
- (11) Make contractual and administrative arrangements with other SELPA's serving Colusa County Special Education students.
- (12) Provide regionalized services including staff development.

- (13) Provide guidance and involvement in complex I.E.P. situations.
- (14) Manage California Special Education Management Information System (CASEMIS) system and complete all reports required from the pupil count data.
- (15) Develop Local Plan procedures and forms for Special Education.
- (16) Develop policies for Special Education to be reviewed and approved by SELPA Council.
- (17) Track and represent SELPA on legislative issues.
- (18) Provide consultant services when appropriate.
- (19) Prepare and monitor budgets for federal, state and local funds.
- (20) Identify and pursue grant funding and other resources to support and/or increase programs and services
- (21) Ensure special education programs and services are available for all individuals with exceptional needs who are found eligible by Federal and State laws and regulations.
- (22) Establish committees to address ongoing concerns and needs of the SELPA.
- (23) Gather all data and submit reports required by the Federal Government and the State Department, SELPA, and the County.

The Executive Committee will assist the Colusa County Superintendent of Schools in hiring the SELPA director. The SELPA Director will be evaluated annually by the County Superintendent with prior written input from the Executive Committee, including, when appropriate, recommendation for continued assignment in the position.

REFERENCES: Education Code Section 56200(c)(1).

II. REGIONALIZED SERVICES (State Required Policy Federal Assurances 14-Personnel Qualifications)

II-A. ALLOCATION OF PROGRAM SPECIALISTS

Program Specialist allocation is determined by a state formula to provide funding for specialized support for instructional services and staff development.

POLICY: PROGRAM SPECIALIST

The local education agency governing boards of the Colusa County SELPA agree to provide Program Specialists through the Colusa County Office of Education. The Executive Committee will analyze and provide direction for distribution of Program Specialist services. Pupil count and CBEDS in each district will be considered in the allocation of Program Specialist services assignments. Program Specialists are supervised by the Assistant Superintendent Special Education/SELPA Director and are selected through the special education certificated employment procedure.

PROCEDURE: PROGRAM SPECIALIST

The Program Specialist's responsibilities include the following:

- (1) Observe, consult with, and assist special education staff.
- (2) Participate in and provide staff development to special education and regular education staff concerning special education.
- (3) Assure that pupils within Colusa County SELPA have full educational opportunity.
- (4) Plan programs, coordinate curricular resources, and assess effectiveness of programs for individuals with exceptional needs.

REFERENCE: Education Code Section 56220(c)(1), 56368, 56780.

II-B. ALLOCATION OF PARA EDUCATORS

Para educators are assigned based on student need and legal requirements. When the need for additional para educator time is identified, the Assistant Superintendent Special Education / SELPA Director will bring the request to the Executive Committee.

II-C. ALLOCATION OF REGIONALIZED SERVICES FUNDS

Regionalized Services funds are received by the Colusa County Office of Education and

utilized to support special education local plan area functions. Services including administration, report development, program specialists, in-services and others are important regionalized services. The budget is reviewed on an annual basis with the SELPA Council. When the need for additional Regionalized Services to be compliant with State and Federal Law is identified, the Assistant Superintendent Special Education / SELPA Director will bring the recommendation to the Executive Committee.

REFERENCE: Education Code Section 56780.

II-D. PERSONNEL DEVELOPMENT FUNDS

The in-service programs are the responsibility of the Assistant Superintendent Special Education / SELPA Director or designee. Refer to the Comprehensive System of Personnel Development in Section Three. This includes distribution and utilization of personnel development funds for staff and persons serving pupils birth through 21.

REFERENCE: Education Code Section 56240(g), 34 C.F.R. 300.224

II-E. LOW INCIDENCE FUNDS

Low incidence funds are designated by Federal and State resources to provide services, special books, materials and equipment for pupils who meet eligibility criteria for specific low incidence disabilities as documented in the I.E.P. (E.C. 56026.5).

Current Low Incidence Disabilities include: hearing impairments, vision impairments, and severe orthopedic impairments or any combination thereof.

POLICY: LOW INCIDENCE FUNDS AND SERVICES

The Local Education Agency of the Colusa County Special Education Local Plan Area will distribute low incidence funds based on needs documented by IFSP's and IEP's.

PROCEDURES: LOW INCIDENCE FUNDS AND SERVICES

The Assistant Superintendent Special Education / SELPA Director shall facilitate the distribution of funds according to the following process:

- (1) The IEP team for an eligible pupil with a low incidence disability who is in need of special resources shall prepare a request for funds including:
 - a. Pupil's eligibility category;
 - b. Description of low incidence services, special books; materials and/or equipment needs;
 - c. Submit proposal to Assistant Superintendent Special Education / SELPA

Director.

- (2) Assistant Superintendent Special Education / SELPA Director approves expenditures of Low Incidence funds based on IEP documentation.

If the recommendation is not approved for Low Incidence but is still necessary for providing needed education services, proposal will be funded in the regular special education expenditures.

REFERENCE: Education Code Section 56771

III. COMMUNITY ADVISORY COMMITTEE (CAC) (State required policy)

III- A. COMMUNITY ADVISORY COMMITTEE (CAC)

Each of the agencies in the SELPA provides support to the Community Advisory Committee (CAC). The policy and procedures included in the local plan describe this function.

POLICY: COMMUNITY ADVISORY COMMITTEE

The local education agency governing boards of the Colusa County SELPA agree to provide support to achieve CAC objectives. Each district Board of Trustees and County Office Board of Education appoints one representative to the CAC) based on suggestion for the current CAC members. Parents, community agencies, such as Mental Health, Alta Regional Center and California Children's Services are invited to be non-voting participants. Terms of appointment are for two years and are staggered to ensure that no more than one half of the membership is renewed in any one year. The membership role and responsibilities are included in the following procedures:

PROCEDURES: COMMUNITY ADVISORY COMMITTEE

The CAC meets with the SELPA Director or designee no less than two times per year or more frequently as needed. The responsibilities of the CAC include the following:

- (1) Advise the SELPA Council regarding the development, amendment, and review of the local plan. The SELPA Council shall review and consider comments from the CAC. The plan is provided to the CAC at least thirty days prior to submission to the State Department of Education.
 - (2) Recommend annual priorities to be addressed by the plan.
 - (3) Assist in parent education and recruit parents and other volunteers who may contribute in the development and review of the local plan.
 - (4) Encourage community involvement in the development and review of the local plan.
 - (5) Support activities and promote community awareness on behalf of individuals with exceptional needs.
 - (6) Assist in parent awareness of the importance of school attendance.
 - (7) Report to their respective Board of Trustees or Board of Education at least annually, or on an as needed basis.
 - (8) Appoint a non-voting representative to serve on the SELPA Council.
- REFERENCES: Education Code Section 56200(c)(1), 56194 (a-f)

IV. SUPPLEMENTATION OF STATE / FEDERAL FUNDS (State Required Policy – Federal Assurance 17- Supplementation of State/Federal Funds)

IV-A. ACCOUNTING FOR FEDERAL FUNDS

The Colusa County Office of Education receives federal funding for special education services. These resources are identified on budget systems to provide sufficient accountability. Expenditures are also identified and audited for compliance with Federal guidelines.

REFERENCE: Education Code 34 C.F.R. 300.299.

IV-B. ACCOUNTING FOR STATE FUNDS

The Colusa County Office of Education receives state funding for special education services. These resources are identified on budget systems to provide sufficient accountability. Expenditures are also identified and audited for compliance with State guidelines.

IV-C. ACCOUNTING FOR LOCAL CONTRIBUTION

The Colusa County Office of Education receives local contribution of district funds to cover the excess cost of providing the special education services. The local contribution supplements State and Federal Funds. For details of the budget process and procedures for determining distribution of excess costs, refer to Section II Annual Budget Planning.

V. MAINTENANCE OF FINANCIAL EFFORT (State Required Policy –Federal Assurance 18)**POLICY**

It shall be the policy of the Colusa County SELPA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement state, local and other Federal funds and not to supplant those funds; and will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in Federal law and regulations.

20 USC 1412(a)(19), CFR 30.231-2 and Ed. Code: 56205(a)(19)

VI. PUBLIC PARTICIPATION (State Required Policy- Federal Assurance 19)

POLICY

It shall be the policy of the Colusa County SELPA that prior to its adoption of policies and procedures, the Local Education Agency (LEA) shall make the policies and procedures available to the general public, hold public hearings and provide an opportunity for comment by the general public.

20 USC 1412(a)(20) and Ed. Code: 56205(a)

VII. ANNUAL BUDGET PLAN (State Required Policy- Federal Assurance 17 Supplementation of State/Federal Funds and 18 Maintenance of Effort)

BUDGET PLANNING PROCESS

Both Federal and State law require that all eligible pupils residing within a SELPA have equal access to special education programs and services regardless of their district of residence. To accomplish this goal, the SELPA Council is required to (1) have a process for allocating funds in accordance with laws and regulations (2) develop an annual budget allocation plan; and (3) monitor the use of special education funds.

In the Colusa County Special Education Local Plan Area all of the programs and services are provided by one agency within the planning area. The local education agency governing boards for the Colusa County SELPA agree that each district shall be responsible for assuring services to pupils in their district. The responsibility for program provision has been assigned to the Colusa County Office of Education who is responsible for the development of all of the budget and implementation phases of special education services.

The SELPA Council reviews the budget and the provision of services annually so that the programs and services appropriate to the needs of the area are implemented. A unanimous vote by the SELPA Council is needed for any action on a budget item. With the exception of the County Board approving costs not approved by the SELPA Council, any and all deficit and/or excess costs incurred by the SELPA, during the term of this agreement, shall be the responsibility of the districts who, exclusively, shall be obligated for payment.

Recognizing that the primary goal is to provide appropriate educational services to individuals with exceptional needs, the budget planning process should proceed in an atmosphere of mutual respect, trust and cooperation. To maintain a quality program we recognize the need to provide adequate funding and staff compensation. The budget will be sufficient to maintain compliance with state and federal mandates.

VII. A.BUDGET

The budget shall be “presented in a form that is understandable by the general public” (E.C. 56195.7(w)). An annual budget allocation plan shall be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the Local Plan area at least 15 days prior to the hearing.

The budget documents shall be reviewed by the Executive Committee in preparation for the annual budget presentation and shall be available upon request:

- Actual expenditures by object code and classification for the previous fiscal year;

- The budget by the same object code and classification for the current year;
- The number and type of certificated instructional and support personnel, including type of class setting to which they are assigned, if appropriate;
- The number of para educators and other qualified classified personnel;
- The number of special education pupils receiving each type of service provided;

Allocations will include:

- Funds received by source;
- Administrative cost of plan;
- Services to pupils with severe and low incidence disabilities;
- Services to pupils with non-severe disabilities
- Supplemental aids and services to meet the needs of pupils in a regular classroom;
- Regionalized operations and services and direct instructional support by program specialists;
- Use of property tax.

VII.B. BUDGET DEVELOPMENT

The SELPA budget shall be developed in accordance with the following procedures and schedule:

a. Budget Review and Recommendation:

The budget process shall be initiated no later than February by the Executive Committee which shall schedule and convene such budget workshops as are reasonable and necessary, in the Executive Committee's judgment, to:

- i. Determine and prioritize educational program goals, objectives and requirements.
- ii. Review and analyze the current school year budget.
- iii. Project upcoming SELPA revenue and expenditure requirements.
- iv. Propose budgetary increases and decreases as warranted by projected revenue and expenditure in light of program goals, objectives and requirements.

The Assistant Superintendent-Special Education / SELPA Director shall provide the budgetary assumptions to the Executive Committee no later than March 1.

b. Tentative Budget:

Based on Executive Committee review and recommendation, the Assistant Superintendent -Special Education / SELPA Director shall submit a tentative SELPA budget to the SELPA Council for the upcoming school year at least one week prior to the April SELPA Council meeting.

c. Budget Adoption:

A unanimous vote of members present shall be required for action on the budget. For purposes of this paragraph, "members present" includes all proxies. If a unanimous vote cannot be achieved then the item shall be placed on each of the five board agendas within a time specified by the SELPA Council. The item would need a majority vote by each local board to pass the budget.

d. Board Adoptions of Budget Approved by SELPA Council:

If passed by all local boards, the SELPA Council would reconvene to officially approve the SELPA budget.

If not passed by all local boards, the SELPA Council will reconvene to continue discussion. This process would continue until a compromise is reached and the items are resolved.

e. Disagreement

If a disagreement is not resolved, the budget in existence at May 15 will be continued (stay put) into the next year until a tentative budget is passed.

If the County Board approves costs not approved by the SELPA Council, the County Board would be liable for these additional costs until the SELPA Council approves their inclusion in the SELPA Budget. These additional costs would need to be brought before the SELPA Council each year and not automatically rolled into the budget.

Budget changes follow the policy of the Colusa County Board of Education except for changes that affect deficits and/or excess costs for the current or future years. These changes require unanimous approval of the SELPA Council prior to the presentation to the County Board of Education.

The County Office will charge an indirect rate of 7% of the total actual audited program expenditures that flow through the County Office during the operation of the Local Plan.

VII. C. DUE PROCESS COSTS

Due process costs shall be shared by the four districts by unduplicated pupil count as long as the district of residence has followed the Local Plan. In the event that the district of residence has not carried out their responsibilities stated in the Local Plan, the other three

districts are not obligated to share any of the cost. Any disagreement concerning adherence to the Local Plan will be determined by the SELPA Executive committee.

Due process costs are defined as: Costs arising out of any claim, dispute, compliance complaint or other action related to the identification, assessment, program provision, placement, suspension, expulsion or any other matter having to do with a pupil's right to special education services under the parties' Local Plan, PL 94-142, IDEA 2004, Section 504 of the Civil Rights Act of 1964, related provision of California Education Code Sections 56000 et seq., and/or California Administrative Code Title 5 Section 3000 et seq.

It is understood that decisions regarding pupil assessment, program needs, and placement can result in precipitous actions being taken by parents. Such precipitous actions include parental unilateral placement of a pupil for which there is an award or settlement for retroactive reimbursement and attorney fees. Such costs are herein defined as "precipitous costs".

Precipitous costs in special education can occur and will be shared like other due process costs.

It is further understood and agreed that any dispute regarding the definition of "precipitous costs" or "due process costs" will be determined by the Executive Committee by majority vote.

VII. D. COLLECTIVE BARGAINING

The District Superintendents will nominate a representative to serve as a member of the County Superintendent's collective bargaining team. As a member of the County Superintendent's bargaining team, the representative shall have the duty and responsibility to fully participate in all aspects of the County Superintendent's negotiation processes, including all table negotiations, caucuses, deliberations and executive sessions with the County Superintendent of Schools. The team shall consist of the County Superintendent, the Assistant Superintendent-Special Education/SELPA Director and a district superintendent.

In developing collective bargaining proposals at any time during the course of negotiations, any disagreement among or between the County Superintendent's collective bargaining team members as to such proposals having to do with the level of compensation to be offered to unit members shall be referred for consultation to the Superintendents Council. Members of the Superintendents Council shall include all District Superintendents, the County Superintendent, and the County Fiscal Agent.

If the Superintendents Council recommendation fails to resolve any disagreement as to proposed compensation to be offered to the unit, the Executive Committee shall have the discretion to recommend to the County Superintendent the employment of an

experienced negotiator from among individuals and firms providing such services on an independent contractor basis to public education agencies. The purpose of said recommendation is for said negotiator to carry on for the the current bargaining team. The negotiator shall complete negotiations on behalf of the County Superintendent in an attempt to effect settlement. If the County Superintendent fails to follow the Executive Committee recommendation for a replacement negotiator, then the County Office of Education shall bear full responsibility for any and all deficit and/or excess costs resulting from the then current negotiations. Once appointed by the County Superintendent, said negotiator shall be the designated representative of the County Superintendent exclusively who shall be responsible for those obligations undertaken pursuant to the independent contract including fees for negotiation services.

Collective Bargaining Procedure

The following procedures shall apply to SELPA related collective bargaining engaged in by the County Superintendent of Schools with certificated and classified bargaining units.

In carrying out its collective bargaining duties and responsibilities as provided above, the District Superintendents and County Superintendent shall comply with the following procedures:

1. Proposal Initiation:

Each agency represented on the Executive Committee shall initiate and present any recommendations for change, amendment or alteration of the current collective bargaining agreement, including those related to employee compensation, to the Executive Committee by March 1, of each school year, or within 150 days prior to the expiration or reopening of the current agreement.

2. Proposal Development:

The Executive Committee shall review and consider member bargaining recommendations. The Executive Committee shall develop a comprehensive bargaining proposal for recommendation to the County Superintendent on or before March 31. No proposal which has less than majority support of the Executive Committee shall be recommended to the collective bargaining team for consideration.

3. Proposal Adoption:

The collective bargaining team shall review and consider the Executive Committee's proposed recommendation(s). Upon due consideration, but not later than April 30, the collective bargaining team shall report to the Executive Committee as to which, if any, of the recommended proposals have been accepted for inclusion as part of the initial collective bargaining proposal for the school

year.

4. Proposal Modification:

During the course of negotiations, collective bargaining team shall advise the Executive Committee of the current status of negotiations.

During the course of negotiations, the Executive Committee shall advise the collective bargaining team of its position regarding the status of negotiations.

Unless the Executive Committee advises the collective bargaining team that it desires a modification in the bargaining proposals or positions, it is understood and agreed that the collective bargaining team has the authorization and concurrence of the Executive Committee to continue negotiations.

VII. E. INSTRUCTIONAL PROGRAM DEFICIT AND/OR EXCESS COSTS ALLOCATION

Colusa County Office of Education receives the funding for programs and services. A report of programs, services, and allocation of costs, will be reviewed by the SELPA Council in October, February and April.

Total instructional program deficits and/or excess costs incurred by the SELPA shall be allocated to the district of residence based on the district of residence of each student enrolled in a special education program.

VII. F. TRANSPORTATION DEFICITS AND/OR EXCESS COSTS ALLOCATION:

The Colusa County Office of Education receives the funding for SELPA Transportation. An annual report of transportation costs will be reviewed by the SELPA Council. The transportation deficit and/or excess cost shall be divided in the same manner as the instructional program.

(2)TRANSPORTATION CHARGES FROM DISTRICTS TO THE SELPA:

The Colusa County Office of Education will continue to be the SELPA Administrative Agency and in this capacity will continue to receive funding for Special Education transportation.

VII. G. COST OF IN-KIND CONTRIBUTIONS

It is understood and agreed that, individually, the SELPA member districts shall make certain in-kind contributions necessary to the provision, maintenance and delivery of special education services under the Local Plan. The exact nature, amount and value of such contributions cannot be ascertained in advance, but will depend upon a number of

factors including, program location and program needs, as determined by the contributing district as reasonable and necessary for the Local Plan implementation. Such contributions may include maintenance and operations, salaries, services, other operating expenditures and other supplies.

It is further understood and agreed that said in-kind contributions shall constitute the sole responsibility of the contributing district, except that any district shall have the right on a case by case basis to petition the SELPA Council for an allocation of in-kind contribution costs among the districts of the SELPA. Allocation shall be made at the discretion of and only upon unanimous agreement of the Executive Committee.

VII. H. DEFICIT AND/OR EXCESS COSTS

Excess costs shall be defined as the amount by which actual audited program expenditures that flow through the County Office exceed designated federal, state, and local revenue entitlements per the J-50/J-141 as of June 30 of each fiscal year.

Deficits shall be defined as the amount by which actual audited revenue is less than designated federal, state, and local revenue entitlements per the J-50/J-141 as of June 30 of each fiscal year. With the exception of the County Board approving costs not approved by the SELPA Council, each district shall make payment for any and all deficits and/or excess costs to the County Office as follows:

- (a) On a quarterly basis, based on current adopted budget, each district shall pay to the County Office an amount equal to twenty-five (25) percent of its allocated portion of the estimated deficit/excess costs.
- (b) On or before August 15 of the succeeding fiscal year, each district shall be billed by and make payments to the County Office (or receive refunds as the case may be) for any difference between the estimated and actual deficit/excess costs incurred.
- (c) Any adjustments noted in the annual audit process will be reconciled in the succeeding fiscal year.

VII. I. INTEREST CREDITS/CHARGES

On a monthly basis, SELPA program cash receipts and cash disbursements will be compared. Any difference will be the base amount for the computation of interest. The rate, timing, and calculations used will be those established by the Colusa County Treasurer. Positive interest will be credited and negative interest will be charged to the SELPA program.

VIII. ANNUAL SERVICE PLAN (State Required Policy –Federal Assurances 1- Free Appropriate Public Education, 2- Full Educational Opportunity, 3- Child Find, 4- Individualized Education Program (IEP and Individualized Family Service Plan (IFSP), and 5- Least Restrictive Environment)

POLICY

The service delivery of the special education in Colusa County SELPA will be consistent with requirements to provide a Free Appropriate Public Education in the Least Restrict Environment to ensure that all students have full educational opportunities. Students are identified through collaborative efforts of the districts, the County Office of Education, and other agencies, using student study team processes including but not limited to child find strategies, referrals, conferencing, and assessments, and any of the resources that can be accessed. Students' special education services are provided consistent with Individualized Education Program or Individual Family Service Plan

IX. EARLY EDUCATION PROGRAM (State Required Policy –Federal Assurances 1- Free Appropriate Public Education, 2- Full Educational Opportunity, 3- Child Find, 4- Individualized Education Program (IEP and Individualized Family Service Plan (IFSP), and 5- Least Restrictive Environment)

POLICY

It shall be the policy of the Colusa County SELPA to offer early education programs that are compliant with all Federal and State Laws and regulations, and to provide a smooth and effective transition from early education programs to preschool age programs. Components of Early Education Programs include but are not limited to:

- a full range of services including developmental education, speech and language therapy, team assessment , parent support and advocacy
- interagency collaboration
- a variety of program options including home-based, center-based and combination programs
- services shall be provided in a non-clinical environment which helps families to be comfortable and promotes modeling of quality parenting skills
- a structured setting in the child's least restrictive and natural environments, as appropriate which promotes play as a learning experience
- services specially designed to meet the unique needs of infants, from birth to three years of age, and their families and promote a seamless transition to preschool/school age programs as appropriate

X. DISPUTE RESOLUTION PROCESS (MULTI-DISTRICT) (State Required Policy –Federal Assurance 13- Governance)

In order to ensure the continuity of quality services to children with disabilities, a process for dispute resolution over the responsibility for service provision, governance activities, program transfer, or the distribution of funding must be in place.

- If a local education agency disagrees with a decision or practice of the SELPA, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties directly involved. The parties involved will present the issues to the Executive Committee who will attempt to resolve the matter. This policy is intended to resolve disagreements within a period of 45 days, but is not intended to undermine local authority.
- If either party is not satisfied with the results of this informal mediation, and the dispute relates to the distribution of funding, the responsibility for service provision or other governance activities specified within the Local Plan, the parties agree to submit the dispute to an independent review panel. The panel will be selected in the following manner:
 - The SELPA Director shall establish a list of persons from nearby SELPAs, districts or county offices or the private sector who are knowledgeable in the area of special education and who would be willing to serve as a member of such panel.
 - One representative from each side of the dispute will select a person from the list of available panel members. These two panel members then select a third member from the list to serve as chairperson. The panel shall meet as often as necessary to consider the facts of the dispute and prepare a written report and recommendations for consideration by the involved parties.
- If either party is not satisfied with the results of the Independent Review Panel, the parties agree to submit the dispute to formal mediation. The parties will make every effort to mutually agree to a mediator with expertise related to the dispute. If the parties cannot agree on a mediator, the parties will submit the dispute to mediation administered by an agency specializing in mediation selected by the SELPA Director. If the SELPA Director is involved in the dispute, the agency will be identified by the Executive Committee. Each party shall bear its own costs and expenses and an equal share of the mediator's administrative fees.
- If either party is not satisfied with the results of mediation, the dispute will be submitted to the Executive Committee. The Executive Committee will review the recommendations of the Independent Review Panel, all other information available regarding the dispute and may collect additional information if deemed necessary. At the next scheduled meeting of the Executive Committee the committee will take one of the following actions:
 - Vote to accept the recommendation(s) of the review panel

- Vote to reject the recommendation(s) of the review panel and develop a new decision
- Vote to modify the recommendation(s) of the review panel 30

Voting will be based on majority vote. The decision of the Executive Committee shall be final and binding on all parties.

It is the responsibility of the SELPA Director to report the details of any agreement reached as a result of an Independent Review Panel or formal mediation to the Executive Committee. If the SELPA Director is directly involved in the dispute, the LEAs involved shall report the details.

XI. CHARTER SCHOOLS (State Required Policy- Federal Assurance 29- Charter Schools)

XI-A. CHARTER SCHOOLS

All Charter Schools within the member districts of the Colusa County SELPA are given the opportunity to become a member of the Colusa County SELPA if they are located within the member district boundaries. Students who are voluntarily enrolled in these Charter Schools may receive special education services from the Colusa County SELPA using the same qualifying criteria used for all other students in Colusa County. Any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to a district within the SELPA follow the same procedure (EC 47605.5(k)(1)). As students enrolled in charter schools are entitled to special education services provided by State and Federal funding. The charter schools will comply with all requirements of state and federal law regarding provision of special education services (EC 56000 et seq., Individuals with Disabilities Education Act (20 U.S.C. Chapter 33)). Children with disabilities and their parents shall retain all rights under the IDEA.

POLICY: SERVICES TO CHARTER SCHOOLS

Special Education and related services shall be offered and made available to all eligible individuals under the jurisdiction of the Colusa County SELPA in accordance with this Local Plan. Students enrolled in charter schools chartered by member districts shall receive special education and designated instructional services in the same manner as other similarly situated students (EC 47646(a)). No governing board shall grant a charter unless the charter includes assurances that special education instruction and/or services are made available to all eligible students, enrolled in the charter school, in accordance with the Individual Education Plan and the Colusa County SELPA Local Plan.

Special education services and participation in the governance structure shall be based on the categorization of the individual charter school. Education Code section 47613.5, allows a charter school to be deemed a Local Education Agency (LEA). Charter schools which do not meet the requirements of EC 47641(a) by including in its charter or otherwise providing written and verifiable assurance of participation as an LEA in the SELPA will be deemed a public school of the LEA that granted the charter (EC 47641(b), 47641(c)).

PROCEDURES: APPROVAL AND RENEWAL OF CHARTERS

The Colusa County SELPA requires the following procedures for approval or renewal of Charters.

1. Prior to approval of a new charter, or renewal of an existing charter, the superintendent or designee of the chartering entity shall consult with the SELPA Director regarding the provision of special education services to students enrolled by the charter school.

2. The petition presented must provide adequate assurances that all eligible students enrolled in the charter school will be offered appropriate special education services in accordance with the Colusa County SELPA Local Plan.
3. The charter must provide assurances that no student will be denied enrollment in the charter school due to a disability (EC 47605(d)(2)).
4. The SELPA will be available to assist the chartering entity in calculating the potential fiscal risks that may be associated with granting the requested charter.
5. An approved charter must identify any provisions for sharing deficits in funding. These provisions may be included in a Memorandum of Understanding.

TYPES OF CHARTER SCHOOLS

For the purposes of provision of special education services, charter schools may be deemed either chartering district or a Local Education Agency (LEA) or a public school within the chartering district.

1. Public School Within a District

Charter schools that are deemed to be public schools within a district will participate in state and federal funding in the same manner as other schools within the chartering district. The chartering district will be responsible for ensuring that all children with disabilities enrolled in the charter school shall be offered special education and designated instructional services in a manner that is consistent with all applicable provisions of state and federal law. The district will determine the policies and procedures necessary to ensure that the protections of special education law are extended to students in the charter school in the same manner as students in the regular program. The Colusa County SELPA policies and procedures ensure that special education laws protect all students equally.

The chartering district will represent the needs of charter schools like other schools within the district, in the SELPA governance structure. The chartering district will be responsible for procuring and funding appropriate special education services, even though the student may not reside within the boundaries of the chartering district. The SELPA will be responsible for procuring and special education services, even though the student may not reside within the boundaries of the chartering district. The SELPA may contract for these services with public or private educational entities, as written in the individual educational plans. The chartering district will be responsible for the funding of special education services for Charter School students in the same manner as students in other schools in the district.

2. Charter School as an LEA within the SELPA

Prior to approval of the petition to become a charter school, the charter school shall notify and consult with the SELPA no later than a minimum of one year prior to the school year preceeding the school year in which the charter school anticipates operating as a LEA within the SELPA.

The SELPA Council will make the final determination whether the charter school has the capacity and intent to meet all requirements of an LEA. The following requirements must be in agreement with and implemented according to the Colusa County SELPA Local Plan:

- ❑ Identification, Referral, and Placement System
- ❑ Procedural Safeguards
- ❑ Regionalized Services
- ❑ Hospitals, Licensed Children's Institutions and Juvenile Court/Community Schools
- ❑ Costs of Programs and Services, Including Transportation

Once deemed an LEA the charter school will be responsible for and entitled to the following as required of any LEA in the SELPA:

- a. Participate in governance of the SELPA in the same manner as other districts within the SELPA.
- b. Participate in funding for special education in the same manner as other districts within the SELPA.
- c. Participate in and receive regionalized services in the same manner as other districts within the SELPA.
- d. Be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees.

XIII. LITERACY (State Required Policy- Federal Assurance 28- Reading Literacy)

The California Reading Initiative is intended for all students. Reading proficiency is an important goal for virtually all students who receive special education services. It is basic to ongoing school success and essential for successful participation in society. Without reading proficiency, students are excluded from full participation and opportunity to achieve academic success in school.

POLICY

In order to improve the educational results for students with disabilities, the districts of the Colusa County SELPA ensure that all students who require special education will participate in the California Reading Initiative, just as do all other students in our districts. In order to facilitate that effort, our districts assure that special education instructional personnel will participate in staff development in-service opportunities in the area of literacy, including:

- a. information about current literacy and learning research;
- b. state-adopted standards and frameworks; and
- c. research-based instructional strategies for teaching reading to a wide range of diverse learners.

Each of the districts and county office within the Colusa County SELPA will include special education staff in their curriculum materials selection process, in order to support alignment with State standards. Each will also include all staff in all staff development on phonemic awareness and phonics, as well as in any additional state or regional training based on new legislation

Our goals are to increase the participation of students with disabilities in statewide student assessments, to increase the percentage of children with disabilities who are literate, and to assure that students with disabilities attain higher standards in reading.

In order to reach these goals, we assure that students with disabilities will have full access to:

- 1. all required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks; and
- 2. instructional materials and support in order that students with “disabilities” attain higher standards in reading.

XIV. PROCEDURAL SAFEGUARD (Federal Required Policy- Assurance 6-Procedural Safeguards)

PROCEDURAL SAFEGUARD REQUIREMENTS

The Colusa County SELPA is very sensitive to assuring procedural safeguards, complaints, and due process rights to its parents and pupils. A conscientious effort to educate the educational community and provide protection regarding timeliness, services, information, etc. is ongoing in the Special Education Local Plan Area. The following policy indicates administrations interest in assuring compliance of procedural safeguards, complaints and due process rights throughout the Special Education Local Plan Area.

POLICY: PROCEDURAL SAFEGUARDS

The governing boards of local education agencies within the Colusa County SELPA agree to provide procedural safeguards, complaints and due process rights as required for special education services.

PROCEDURES: PROCEDURAL SAFEGUARDS

A. Equal Access to all Programs and Services:

Any pupils within the SELPA may be referred for special education assessment. Pupils may be referred by Student Study Team, parent/guardian or a pupil may request a self referral. Information regarding rights and legal provisions are given to the parent/guardian, or student if he/she has reached the age of majority. See Appendix E - Parents Rights Notice.

REFERENCE: 34 C.F.R. 300.237 and 300.240

B. Free Low Cost Legal Services:

When a parent requests a due process hearing, the SELPA Director shall provide the parent with information regarding free and low cost legal services and other relevant services within the geographical area. (Appendix F) In addition, information regarding the reimbursement for legal fees in hearings where the parent prevails is included for their edification.

REFERENCE: PL 99-372. Handicapped Children's Protection Act of 1986, Education Code Section 56502(a).

C. Complaints Resolution:

Complaints regarding due process violations shall be referred to the Assistant Superintendent-Special Education/SELPA Director. Uniform Complaint Policy and Procedures (Appendix G) shall be followed.

NOTE: Assistant Superintendent-Special Education/SELPA Director will verify resolution

REFERENCE: Education Code Section 56500.2

D. Due Process:

All staff is responsible to adhere to due process laws and procedures. Any requests for due process hearings are directed to the SELPA Director. The SELPA Director shall review the circumstances and prepare recommendations for resolution or continuance of the due process proceedings. The SELPA Director shall assist at resolution sessions, mediation, and hearing stages.

(REFERENCE: Education Code Section 56501-56507)

"The description of due process procedures in Education code Sections 56500-56507, for purposes of Code of Federal Regulations, 34 CRF 300.237, are hereby included in the local plan by reference."

E. Stay Put:

When a special education placement is disputed, stay put procedures will be in effect throughout pending administrative and judicial proceedings [EC 56505 (d)].

XV. CONFIDENTIALITY

POLICY

It shall be the policy of the Colusa County SELPA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to child with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction.

PROCEDURES

California's Education Code conforms to the provision of Public Law 93-380, the Family Education Rights and Privacy Act (FERPA) regarding parental access to, and the confidentiality of a child's records. California regulations define three categories of pupil's records:

- Mandatory permanent records kept in perpetuity (name, phone, grades, attendance, and transcripts).
- Mandatory interim records kept five years after leaving school that include special education and placement records.
- Permitted records may be disposed of after six months (disciplinary)

When personally identifiable pupil data is no longer needed, the local education agency notifies the parents and, if the parents so request, the data will be destroyed in a way that precludes access.

Notification of Parents Right to Students Records

Parents are notified in writing, in so far as is practical in the home language, of their right under federal and state laws and regulations. Parents are notified annually thereafter of these rights; which include:

- The types of records maintained
- The officials responsible for maintaining the records
- The location of the log of persons requesting information
- Who has a legitimate interest in these records
- Policies for expunging records
- Parent's right to access records
- Procedures for challenging the content of a record
- Any fees for the reproduction of records
- What information may be released without parental permission
- The right to file a complaint related to confidentiality

XVI. STUDENTS WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

POLICY

It shall be the policy of the Colusa County SELPA to assure that children with disabilities voluntarily enrolled by their parents in private school shall receive special education and related services in accordance with local procedures pursuant to Federal and State laws and regulations. The Colusa County SELPA will allocate the required proportion of federal funds received for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

XVII. EARLY INTERVENTION SERVICES (State Required Policy—Federal Assurance 9 – Part C, Transition, 1- Free Appropriate Public Education, 2- Full Educational Opportunity, 3- Child Find, 4- Individualized Education Program (IEP and Individualized Family Service Plan (IFSP), and 5- Least Restrictive Environment)

POLICY

The Colusa County SELPA will provide early intervention services for infants and toddlers identified as eligible for special education services from birth to 36 months of age. The Colusa County Special Education services for infants are provided in accordance with the provisions and guidelines of California's Early Start Program. The provider of these services will be the Colusa County Office of Education Special Education / SELPA through a contract arrangement with the Alta California Regional Center.

PROCEDURES

A collaborative effort will continue with all agencies in Colusa County to ensure services to infants and their families. The following public agencies within Colusa County have provided and will continue to provide services: Alta California Regional Center, Migrant Education-Early Head Start, California Children's Services, and Colusa County Behavioral Health.

Agency involvement is a major component of the infant services. Ongoing agency participation and involvement is essential to the infant services and participating families.

A. Goals and Objectives

The major goals and objectives of the Colusa County Infant services are:

1. To inform parents, agencies and the communities that special education services are available for identified and eligible infants from birth to 36 months.
2. To coordinate the referral and assessment components with the appropriate agencies.
3. To provide an educational program for infants and their families to best meet their individual and family needs, based on the family's concerns, priorities and resources and assessment information. The delivery of services will be provided whenever possible in the "natural environment" which may include a combination of home, community settings, day care, preschools, and community center based programs.
4. To incorporate parent and family education and involvement as an integral part of the total comprehensive program.
5. To ensure that procedures for identification, assessment, instruction, planning, implementation, and review will be followed in accordance with the Memorandum of Understanding /Interagency Agreement between Alta California Regional Center and the Colusa County SELPA.

B. Staffing

The Infant services in Colusa County shall be staffed using a team approach. Membership on the team may include an Early Childhood Special Educator, Speech and Language Therapist, Nurse, Psychologist, and others when appropriate. The team will be used in assessment, program planning, the Individual Family Service Plan (IFSP) Process, and IFSP implementation and review.

The team process shall involve the crossing of disciplinary boundaries and the sharing of expertise and knowledge.

C. Collaborative Teams

Special agency teams have been established and utilized in the county to assist families and agencies in exploring alternative services, coordination of services and program options. The benefits of a multi agency team are:

1. A team approach saves time and energy and provides families with information and support.
2. Parents are able to meet with all agency representatives who may be involved with the infant.
3. A team approach provides an opportunity to explore all resources and options with the family and all team members.
4. Agencies are more effective when working with all participants; to encourage creative problem solving techniques.
5. The team is able to decide the nature and level of involvement.
6. Services available will focus on the infant as an individual within the family.

D. Interagency Agreement

An Interagency Agreement with Alta California Regional Center compliant with IDEA has been developed and will be reviewed annually.

E. Staff Development

Pre-service and In-service training and education will be provided to assure early intervention providers have the necessary skills in working with other agencies and families. Staff development will be conducted on an interdisciplinary basis to the extent appropriate and will address the training needs of all staff, including public/private providers. Training will include but is not limited to the following areas:

1. Interagency and family/professional collaboration
2. Coordination of transition services from infant to preschool programs and services

3. Basic components and requirements of California's Early Intervention Services Act
4. Strategies to enhance the development and implementation of IFSPs
5. Other topics identified from local needs assessments.

F. Parent Support and Education

Parent support and education will continue to be a primary focus on both a formal and informal basis. Parents and families will have an opportunity to participate in family education training provided by a variety of agencies, as appropriate.

XVIII. SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

A. Rationale

In the interest of providing a safe school campus and/or environment for all students, the provisions of the Education Code 48900 et seq., with regard to suspension and expulsion of students are applicable to all students including students with disabilities. In addition, the IDEA and its implementing regulations provide further considerations specific to student with disabilities. Because of these considerations, it is necessary to clarify the local procedures regarding students with disabilities, in matters of discipline.

B. Policy Statement

The Local Education Agencies (LEAs) of the Colusa County Special Education Local Plan Area (SELPA) will follow the procedural requirements outlined in state and federal law related to discipline involving a student with disabilities, including students with Individualized Education Programs (IEPs), students with Section 504 Plans, and students “not yet eligible for special education and related services . . . if the LEA had knowledge that the child was a child with a disability.” A child with disabilities may be suspended or expelled from school in accordance with subsection (k) of Section 1415 of Title 20 of the United States Code and the discipline provisions contained in Title 34 of the Code of Federal Regulations. A free and appropriate public education for such student shall continue to be provided in accordance with law.

C. Administrative Guidelines

These procedures are designed to provide support to LEAs in the Colusa County SELPA in determining appropriate options in the discipline of students with disabilities. This policy does not supersede district policies and procedures with respect to Board Policies on Discipline, Suspension or Expulsion. It is designed to provide support to school districts that may choose to use the procedures outlined in this document.

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

1. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has violated the district's code of student conduct may assert the procedural safeguards granted under this administrative regulation *only if* the district had knowledge that the student had a disability before the behavior that precipitated the disciplinary action occurred. (CCR 300.534 (a))

The district shall be deemed to have had knowledge that the student has a disability if before the behavior that precipitated the disciplinary action: (CCR 300.534 (b))

1. The parent/guardian expressed concern to supervisory or administrative personnel of the district, or a teacher of the child in writing, that the student is in need of special education or related services; or
2. The parent or guardian requested an evaluation of the student for special education pursuant federal regulations; or
3. The teacher of the student or other district personnel, expressed specific concerns directly to the director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

The district would be deemed to not have knowledge that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to not have knowledge if the district had conducted an evaluation and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability the student shall be disciplined in accordance with procedures established for students without disabilities. (CCR 300.534 (d))

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (CCR 300.534 (d))

2. Procedures for Identified Special Education Students

A) Suspension

The Superintendent or designee may suspend a student with a disability for up to 5 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to federal regulations. If, for the purpose of adjustment, a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation school or class, the total number of days of suspension shall not exceed 30 days. (EC 48903; EC 48911(a))

Removal of a student is considered a change of placement if the removal is for more than 10 consecutive days or the student has been subjected to a series of removals that constitute a pattern:

1. Because the series of removals total more than 10 school days;
2. Because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; AND
3. Because of factors such as the length of each removal, the total amount of time removed and the proximity of the removals to one another.

The principal or designee shall monitor the number of days, including portions of days that students with valid individualized education programs (IEP) have been suspended during the school year. The IEP Team shall advise the principal or designee on a case by

case basis whether a suspension beyond 10 cumulative days constitutes a change of placement. (CFR 300.536)

B) Services during Suspension

The district will treat special education students in the same manner as general education students during the first 10 cumulative days of suspension in a school year. Any student suspended for more than 10 school days in a school year shall continue to receive services during the term of the suspension. The extent and location of services provided will be dependent on whether the removal constitutes a change of placement as defined above.

If a student with disabilities is excluded from school bus transportation, the student shall be provided with an alternative form of transportation at no cost to the student/parent/guardian, provided that transportation is specified in the student's IEP. (EC 48915.5)

C) Requirements When Removals DO NOT Constitute a Change of Placement

The principal or designee, in consultation with at least one of the child's teachers, will determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. The principal or designee, child's teacher and relevant members of the IEP team, will consider the need to develop or review the child's behavior plan and, if necessary, schedule an IEP meeting for this purpose.

D) Requirements When Removals DO Constitute a Change of Placement

1) Manifestation Determination

On the date on which the decision is made to make a removal which constitutes a change in placement, the district must notify the parents of that decision and provide the parents with a notice of procedural safeguards. Within 10 school days of the decision to make a change in placement, the district, parent and relevant members of the IEP Team (as determined by the district *and* the parent) shall meet and review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parent to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; OR
2. If the conduct in question was the direct result of the district's failure to implement the IEP.

If either of the previous conditions is found to be true, the behavior shall be determined to be a manifestation of the student's disability. If neither condition is met, the behavior is not a manifestation of the student's disability.

a) Procedures if the Behavior IS NOT a Manifestation of the Student's Disability

If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. The student shall continue to receive services to the extent necessary to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP. The decision regarding the extent and location of services during the removal will be determined by the IEP Team. If the parents disagree with the findings of the IEP Team, they may file for a due process hearing as described in the Due Process Appeals section of this policy.

b) Procedures if the Behavior IS a Manifestation of the Student's Disability

When the behavior is found to be a manifestation of the student's disability, the IEP Team must:

1. Either conduct a functional behavior assessment and develop a behavior intervention plan OR, when a behavior plan has already been developed, review the current behavior intervention plan and modify it as necessary;
AND
2. Return the student to the placement from which the child was removed,
unless the parent and district agree to a change of placement.

c) Exceptions to the Manifestation Determination Requirement

School staff may remove a student to an interim alternative educational setting for not more than *45 school days* without regard to whether the behavior is determined to be a manifestation of the child's disability, when the student commits one of the following acts at school, on school premises, or to or at a school function under the jurisdiction of the district:

1. Carries or possesses a weapon, as defined in 18 USC 930 (G)(2).
2. Knowingly possesses or uses illegal drugs.
3. Sells or solicits the sale of a controlled substance as defined in 21 USC 812(c).
4. Has inflicted serious bodily injury upon another person as defined in 18 USC 1365 (h)(3).

The interim alternative educational setting shall be determined by the IEP Team. (CFR 300.530 (5)). If the parent does not agree with the decision of the IEP Team, the parent may file for a due process hearing as described in the Due Process Appeals section of this policy.

E) Expulsion

If the IEP Team determines that the behavior in question is not a manifestation of the student's disability, the district governing board may continue with expulsion proceedings. In the event of an expulsion, the governing board will determine the placement and all other aspects of the expulsion for a special education student in the same manner that it does for students who are not disabled. When a special education student is expelled, the IEP Team will meet to determine the extent of services necessary to enable the student to appropriately progress in the general curriculum, although in another setting, and appropriately advance toward achieving the goals set out in the student's IEP

1) Services During Expulsion

Any student with a disability who is expelled shall continue to receive services during the term of the expulsion to the extent necessary to provide the student a free and appropriate public education. Any alternative program must provide services to the extent necessary to enable the student to appropriately progress in the general curriculum, although in another setting, and appropriately advance toward achieving the goals set out in the student's IEP. (20 USE 1412(a)(1)(A); 34 CFR 300.530 (d)(5))

2) Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP team meeting shall be convened.

F. Suspension of Expulsion

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (EC 48917)

G. Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student with a disability, the principal or designee shall notify appropriate city or county law enforcement authorities of any act of assault with a deadly weapon which may have violated Penal Code 245, (EC 48902)

Within one school day after a suspension or expulsion of a student with disabilities, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any act by the student which may violate Education Code 48900© or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

Within one school day after suspension or expulsion of a student with disabilities, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any act by the student 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)

H. Due Process Appeals

If the parent/guardian disagrees with the determination that the student's behavior was not a manifestation of his/her disability or with any decision regarding placement, the parent/guardian has a right to appeal the decision to a hearing officer. (20 USC 1415(k)(3); 34 CFR 300.532)

If the student's parent/guardian initiates a due process hearing to challenge the interim alternative educational placement or the manifestation determination, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415 (k)(4); 34 CFR 300.533)

If school personnel maintain that it is dangerous for the student to be placed in the current placement (placement prior to removal to the interim alternative education setting) while the due process proceedings are pending, the Superintendent or designee may request an expedited due process hearing. (20 USC 1415(k)(4); 34 CFR 300.532))

Legal Reference

EDUCATION CODE

48900-48925 Suspension and expulsion
56000 Special education; legislative findings and declarations
56320 Educational needs; requirements
56321 Development or revision of individualized education program
56329 Independent educational assessment
56340 – 56347 Individual education program teams
56505 State hearing

UNITED STATES CODE, TITLE 20

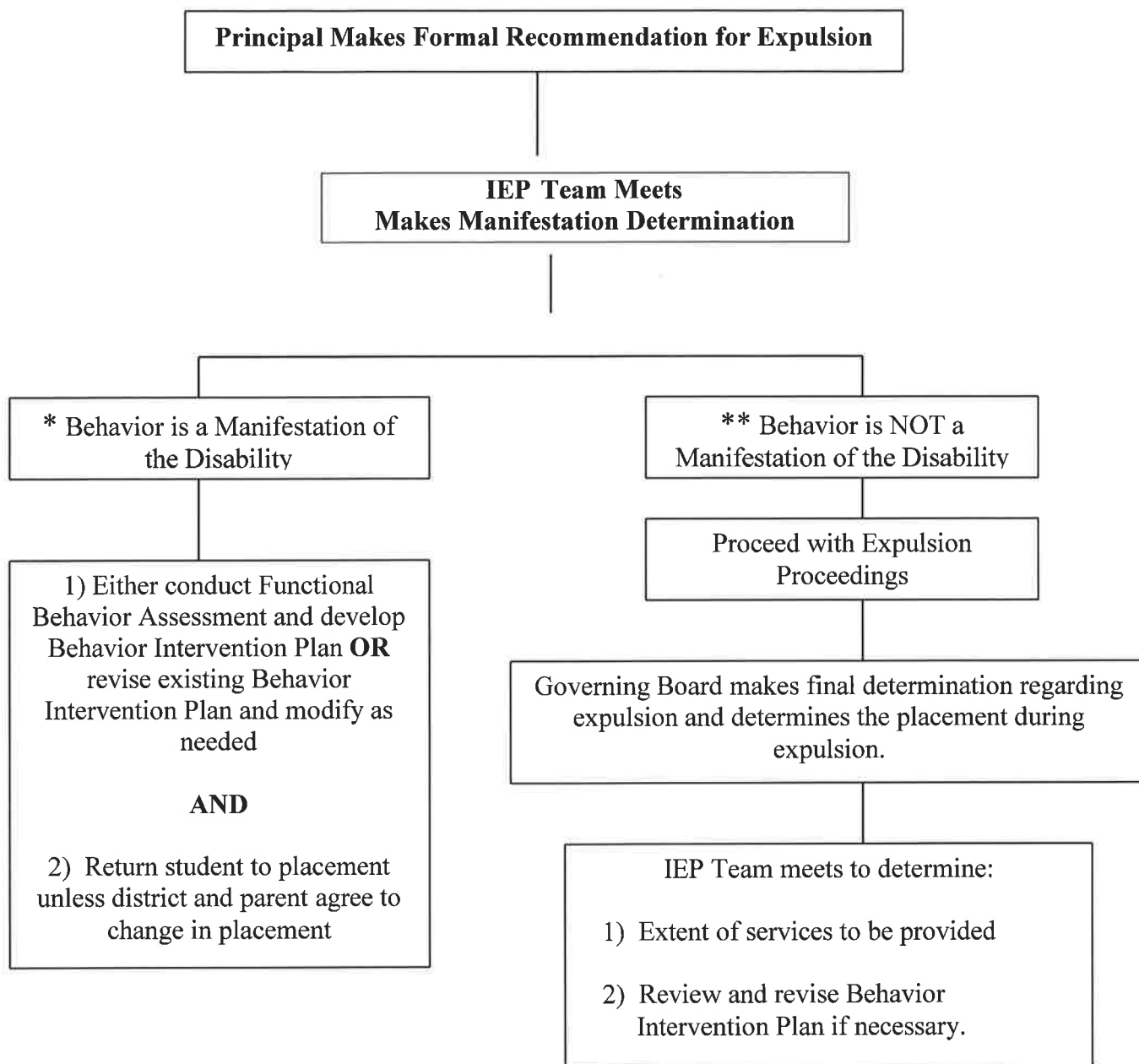
1412 State eligibility
1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS

CFR 300.530 – 300.536

DISCIPLINE PROCEDURES

Expulsion



* If the district believes that returning the student to the previous placement presents a danger, the district may file for an expedited due process.

** If the parents disagree with the determination, they may file for an expedited due process hearing

XIX. OVER IDENTIFICATION AND DISPROPORTIONALITY

It shall be the policy of this SELPA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

XX. PROHIBITION ON MANDATORY MEDICINE

It shall be the policy of this SELPA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

XXI. DATA

It shall be the policy of this SELPA to provide data or information to the California Department of education that may be required by regulations.

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE APRIL 15, 2016			BATCH 37
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
1054	ALHAMBRA	\$ 161.94	01	DO	WATER
1064	ARCHIECTURAL NEXUS	\$ 10,038.88	21/25	BOND	ARCHITECTS FEES
1066	SUE BARRETT	\$ 4,249.32	01	CHS	REIMBURSE FBLA EXPENSES
1048	BEELER TRACTOR	\$ 561.28	01	MOT	MAINTENANCE SUPPLIES
1062	TERRY BILADEAU	\$ 193.32	01	MOT	REIMBURSE MILEAGE
1073	CA DEPT OF JUSTICE	\$ 32.00	01	DO	FINGERPRINT FEES
1070	CA STATE BOARD OF EQUALIZATION	\$ 1,032.00	95	CHS	SALES TAX ON SALES
1055	CENTER FOR LAND BASED LEARNING	\$ 650.00	01	CHS	ESA FEE
1058	CUSD CAFETERIA FUND	\$ 35.00	01	EMS	LUNCH FOR INTERVIEW PANEL
RC56	CUSD EMER FD-	\$ 200.00	95	CHS	REMOVE BOILERS AT CHS
RC56	CUSD EMER FD-	\$ 459.10	01	MOT	MAINTENANCE SUPPLIES
RC56	CUSD EMER FD-	\$ 44.81	01	DO	REIMBURSE FOR SUPPLIES PURCHASED
RC56	CUSD EMER FD-EMS PETTY CASH B.REECE	\$ 20.55	01	EMS	POSTAGE
RC56	CUSD EMER FD-	\$ 225.00	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
1071	CUSD GENERALFUND	\$ 1,210.00	95	EMS	REVERSE ERROR
1047	CRYSTAL DAIRY	\$ 3,376.17	13	CAFET	FOOD
1063	DAILY JOURNAL CORP	\$ 530.40	21	BOND	ADVERTISE BIDS
1045	DANIELSEN	\$ 3,823.94	13	CAFET	FOOD
1049	DAVIES OIL	\$ 1,913.41	01	MOT	FUEL FOR VEHICLES
1069	EXCEL SPORTSWEAR	\$ 2,584.28	95	CHS	FFA SHIRTS FOR FAIR
1051	FAN CLOTH PRODUCTS	\$ 3,167.00	95	CHS	TRACK UNIFORMS
1056	FLETCHERS PLUBMING	\$ 380.00	01	MOT	PLUMBING REPAIR
1042	FRANZ BAKERIES	\$ 645.09	13	CAFET	FOOD
1046	GENERAL PRODUCE	\$ 3,087.70	13	CAFET	FOOD
1068	PAN GIULIANO	\$ 362.32	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
1057	GOLD STAR FOODS	\$ 6,667.39	13	CAFET	FOOD
1044	LUCILLE IMHOFF	\$ 385.02	01	HMS	REIMBURSE MILEAGE
1052	ERIC LAY	\$ 200.63	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1050	ASHLEY MARTINEZ	\$ 17.95	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1076	MELISSA MICHALK	\$ 134.52	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1053	MITEL LEASING	\$ 1,491.87	01	ALL	PHONE SYSTEM LEASE
1060	NGS	\$ 10,887.00	21	BOND	WINDOW FILM FOR CHS
1074	NSCIF	\$ 334.03	01	SPORTS	BASKETBALL OFFICIAL MILEAGE
1077	MIKE PHENICIE	\$ 202.00	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1043	RECOLOGY	\$ 2,907.19	01	ALL	GARBAGE SERVICE
1059	RISO	\$ 438.00	01	BPS	MAINTENANCE AGREEMENT ON RISO
1061	SPORTSMEN DEN	\$ 66.62	95	CHS	SUPPLIES
1065	SPURR	\$ 2,998.11	01	ALL	NATURAL GAS BILLING
1075	SUTTER COUNTY SCHOOLS	\$ 11,410.00	01	EMS	SHADY CREEK FINAL PAYMENT
1067	SUTTER HS FBLA	\$ 5,397.00	95	CHS	CHARTER BUS FOR FBLA TRIP
RC57	US BANK CALCARD VISA	\$ 37,544.72	ALL	ALL	SEE ATTACHED
1072	WALLACE KUHL	\$ 1,660.00	25	DEVFEE	SOIL TESTING FOR AG BARN
TOTAL ALL FUNDS		\$ 121,725.56			

US BANK CALCARD VISA

Sheryl Parker

RC57

11-Apr	USPS POSTAL ST66100207	\$2,384.20	DO STAMPED ENVELOPES
8-Apr	ALL METALS SUPPLY	\$736.88	CHS AG SHOP SUPPLIES
7-Apr	IN *CLIMATE CONTROL, INC.	\$817.98	MOT HVAC SERVICE/REPAIR
5-Apr	HILLYARD INC SACRAMENTO	\$8,754.95	MOT CUSTODIAL SUPPLIES
4-Apr	AMAZON MKTPLACE PMTS	\$26.99	DO OFFICE SUPPLIES
1-Apr	ADVANCED DOCUMENT CONCEPT	\$1,276.70	ALL COPIER MAINTENANCE AGREEMENTS
1-Apr	RSD - ROSEVILLE#52	\$157.48	MOT MAINTENANCE SUPPLIES
31-Mar	HERFF JONES SCHOL 8900	\$11,474.38	CHS YEARBOOK PAYMENT
31-Mar	FLORA FRESH	\$421.29	CHS FLORAL DESIGN SUPPLIES
28-Mar	FLORA FRESH	\$90.46	CHS FLORAL DESIGN SUPPLIES
28-Mar	USPS.COM CLICK66100611	\$22.95	DO POSTAGE
28-Mar	QUILL CORPORATION	\$1,164.20	BPS SUPPLIES
24-Mar	AMAZON MKTPLACE PMTS	\$24.05	DO SUPPLIES

Mike Phenicie

11-Apr	PAYPAL *CALMUSICED	\$600.00	FOM MUSIC FESTIVAL REGISTRATION
11-Apr	PAYPAL *CALMUSICED	\$525.00	FOM MUSIC FESTIVAL REGISTRATION
11-Apr	PAYPAL *CALMUSICED	\$900.00	FOM MUSIC FESTIVAL REGISTRATION
11-Apr	FESTIVALS OF MUSIC	\$1,674.00	FOM MUSIC FESTIVAL REGISTRATION

Leasa Hill

31-Mar	WM SUPERCENTER #2053	\$51.21	CAFET SUPPLIES
31-Mar	WM SUPERCENTER #2053	\$18.66	CAFET SUPPLIES
24-Mar	THE WEBSTAUANT STORE	\$72.25	CAFET SUPPLIES

Jeremy Miller

4-Apr	IN *RIPTAW GRAPHICS	\$35.00	TECH SUPPLIES
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Nick Schantz

1-Apr	THE HOME DEPOT 1019	\$315.36	MOT MAINTENANCE SUPPLIES
23-Mar	THE HOME DEPOT 1019	\$354.76	MOT MAINTENANCE SUPPLIES
25-Mar	LOWES #01933*	\$175.33	MOT MAINTENANCE SUPPLIES

Zeba Hone

7-Apr	WM SUPERCENTER #1903	\$63.98	DO SUPPLIES
7-Apr	USPS 05172809334414268	\$63.55	DO POSTAGE
7-Apr	USPS 05172809334414268	\$38.94	DO POSTAGE
6-Apr	USPS 05172809334414268	\$27.28	DO POSTAGE

Jody Johnston

7-Apr	RPSI ENTERPRISES INC	\$250.00	EMS MAINTENANACE AGREEMENT ON RISO
7-Apr	POSITIVE PROMOTIONS INC	\$232.64	EMS SUPPLIES
31-Mar	COAST TO COAST COMPUTE	\$558.26	EMS SUPPLIES
28-Mar	FESTIVALS OF MUSIC	\$2,032.00	EMS MUSIC FESTIVAL REGISTRATION

Bo Salazar

8-Apr	PAYPAL *NEW MGMT	\$489.00	MOT MAINTENANCE SUPPLIES
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Darren Brown

8-Apr	COLLEGEBOARD*SAT ONLN.	\$54.50	CHS SAT REGISTRATION
8-Apr	DEMCO INC	\$54.56	CHS LIBRARY SUPPLIES
7-Apr	USPS 05172809334414268	\$49.00	CHS POSTAGE
6-Apr	CAROLINA BIOLOGIC SUPPLY	\$100.19	CHS SCIENCE SUPPLIES
30-Mar	QUILL CORPORATION	\$268.74	CHS SUPPLIES
30-Mar	TCT*ANDERSON'S	\$1,157.33	CHS ASB SUPPLIES
28-Mar	TCT*ANDERSON'S	\$82.98	CHS ASB SUPPLIES
25-Mar	FANDANGO.COM	\$217.00	CHS MOVIE TICKETS ASB
25-Mar	PAPER MART	\$41.18	CHS ASB SUPPLIES
24-Mar	USPS 05172809334414268	\$98.00	CHS POSTAGE
23-Mar	WWW.DICKSPORTNGGOODS.COM	(\$408.49)	CHS CREDIT FOR RETURN

TOTAL

\$37,544.72

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE APRIL 22, 2016			BATCH 38
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
1090	KATHY APLANALP	\$ 177.90	01	BPS	REIMBURSE FOR CONFERENCE EXPENSE
1078	CCOE	\$ 140.56	01	DO	BANK FEES
1078	CCOE	\$ 9,419.00	01	DO	QUARTERLY CEWAN BILLING
1078	CCOE	\$ 187,285.00	01	DO	QUARTERLY SELPA BILLING
1083	CUSD CAFETERIA FUND	\$ 118.52	01	DO/BPS	FOOD FOR MEETINGS/STUDENT REWARDS
RC58	CUSD EMER FD-TODD HAMER	\$ 350.00	95	CHS	TRACK MEET OFFICIAL
RC58	CUSD EMER FD-NORTH BAY BASKETBALL ACADEMY	\$ 700.00	95	CHS	BASKETBALL REG FEE
RC58	CUSD EMER FD-SAC STATE WOMEN'S BASKETBALL	\$ 800.00	95	CHS	BASKETBALL REG FEE
RC58	CUSD EMER FD-RESEARCH FOUNDATION	\$ 850.00	95	CHS	BASKETBALL REG FEE
RC58	CUSD EMER FD-CHS PETTY CASH L.MEYERS	\$ 298.11	01	MOT	MAINTENANCE SUPPLIES
RC58	CUSD EMER FD-LARRY YEGHOIAN	\$ 279.96	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC58	CUSD EMER FD-JENN GIFFIN	\$ 234.42	95	CHS	POSTAGE
1089	HEARTLAND	\$ 1,950.00	13	CAFET	SOFTWARE ANNUAL FEE
1091	DR. ROBERT HOFFMAN	\$ 1,644.00	01	ALL	VISION SCREENING
1081	ZEBA HONE	\$ 18.46	01	DO	REIMBURSE FOR SUPPLIES PURCHASED
1088	LEUKEMIA & LYMPHOMA SOCIETY	\$ 2,665.97	01	BPS/EMS	PENNIES FOR PATIENTS
1080	NSCIF	\$ 12.76	01	SPORTS	CORRECTION ON PRIOR PAYMENT
1085	OLL	\$ 281.76	01	OLL	REIMBURSE FOR SUPPLIES PURCHASED
1093	SHERYL PARKER	\$ 248.48	01	DO	REIMBURSE FOR CONFERENCE EXPENSE
1079	CRAIG RICHARDS	\$ 1,076.05	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1086	SUTTER BUTTES COMMUNICATIONS	\$ 204.63	01	EMS	REPAIR RADIOS
1082	THREE B'S TOILET RENTALS	\$ 161.25	01	ALL	PORTABLE TOILET RENTAL
1084	TWIN CITIES TROPHIES	\$ 604.69	01	CHS	SUPPLIES
1092	US BANK EQUIPMENT FINANCE	\$ 2,101.63	01	ALL	COPIER LEASE PAYMENT
RC59	US BANK CALCARD VISA	\$ 20,870.49	01	ALL	SEE ATTACHED
TOTAL ALL FUNDS		\$ 232,493.64			

US BANK CALCARD VISA

14-Apr	LOVEANDLOGIC INSTITUTE	\$99.00	BPS WORKSHOP REGISTRATION
14-Apr	SCHOLASTIC BOOK FAIRS	\$2,256.26	EMS BOOK FAIR
14-Apr	SCHOOL SERVICES OF CA	\$155.00	DO WORKSHOP REGISTRATION
14-Apr	MJB WELDING	\$540.37	CHS WELDING SHOP SUPPLIES
14-Apr	JW WOOD COMPANY	\$971.68	MOT MAINTENANCE SUPPLIES
14-Apr	MESSICK HARDWARD	\$2,072.46	MOT MAINTENANCE SUPPLIES
14-Apr	VERIZON WIRELESS	\$840.75	DO CELL PHONES
18-Apr	J W PEPPER AND SON INC	\$155.69	FOM MUSIC SUPPLIES
18-Apr	APPEAL-DEMOCRAT	\$67.95	DO NEWSPAPER SUBSCRIPTION
14-Apr	SOUTHWES 5262395584296	\$20.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584295	\$119.80	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584277	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584286	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584279	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584271	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584291	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584270	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584264	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584293	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584280	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584284	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584256	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584273	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584294	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584274	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584259	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584272	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584276	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584257	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584278	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584275	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584288	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584255	\$13.00	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584287	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584295	\$125.40	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584261	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584283	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584260	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584292	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584262	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584267	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584268	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584281	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584285	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584263	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584282	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584290	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584289	\$245.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584265	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584258	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584266	\$184.20	CHS SENIOR TRIP AIRFARE
14-Apr	SOUTHWES 5262395584269	\$184.20	\$8011.20 Final Pay on Senior Trip
14-Apr	AMAZON.COM AMZN.COM/BILL	\$11.81	CHS SUPPLIES

Jeremy Miller

8-Apr	CDW GOVERNMENT	\$412.81	CHS PRINTER
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Clair Toth

6-Apr	INSTITUTE FOR BRAIN POTEN	\$79.00	BPS WORKSHOP REGISTRATION
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Terry Biladeau

18-Apr	BATTERIES PLUS #32	\$19.34	MOT SUPPLIES
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Jody Johnston

18-Apr	GBC*ECOMMERCE	\$704.70	EMS SUPPLIES
18-Apr	KIDS DISCOVER SCHOOL	\$215.06	EMS SUPPLIES
18-Apr	THE MASTER TEACHER	\$117.30	EMS SUPPLIES

Darren Brown

18-Apr	TCT*ANDERSON'S	\$328.49	CHS ASB SUPPLIES
18-Apr	NATIONAL FFA ORGANIZATION	\$1,000.10	CHS FFA SUPPLIES
18-Apr	QUILL CORPORATION	\$691.45	CHS SUPPLIES
18-Apr	COCA-COLA REFRESHMENTS	\$133.92	CHS DRINK MACHINES
18-Apr	AMAZON.COM	\$27.25	CHS BOOKS
18-Apr	AMAZON MKTPLACE PMTS	\$9.62	CHS BOOKS
18-Apr	AMAZON MKTPLACE PMTS	\$4.00	CHS BOOKS
18-Apr	AMAZON MKTPLACE PMTS	\$9.28	CHS BOOKS
18-Apr	AMAZON MKTPLACE PMTS	\$10.74	CHS BOOKS
18-Apr	AMAZON MKTPLACE PMTS	\$4.00	CHS BOOKS
18-Apr	AMAZON MKTPLACE PMTS	\$8.99	CHS BOOKS
18-Apr	AMAZON MKTPLACE PMTS	\$6.93	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$7.99	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$10.38	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$7.46	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$10.38	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$10.38	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$9.18	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$10.48	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$7.99	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$9.18	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$7.84	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$7.99	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$6.99	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$4.24	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$4.00	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$6.98	CHS BOOKS
15-Apr	AMAZON MKTPLACE PMTS	\$8.50	CHS BOOKS
14-Apr	AMAZON MKTPLACE PMTS	\$8.99	CHS BOOKS
14-Apr	AMAZON MKTPLACE PMTS	\$7.89	\$200.40
15-Apr	SAC AREA SPORTS INC	\$225.00	CHS SPORTS REGISTRATION
15-Apr	SAC AREA SPORTS INC	\$225.00	CHS SPORTS REGISTRATION
15-Apr	ORIENTAL TRADING CO	\$93.79	CHS ASB SUPPLIES
13-Apr	ANIMOTO INC	\$96.00	CHS PRINTER
13-Apr	CDW GOVERNMENT	\$412.81	CHS PRINTER
13-Apr	SPORTS FLAGS AND PRODU	\$47.15	CHS COUNSELING OFFICE SUPPLY
12-Apr	N C T M	\$405.00	CHS WORKSHOP REGISTRATION

Ron Rogers

15-Apr	RED CROSS STORE	\$36.06	MOT FIRST AID SUPPLIES
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Bo Salazar

15-Apr	U-HAUL OF YUBA CITY	\$217.69	MOT BOXES
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\$20,870.49

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE APRIL 29, 2016			BATCH 39
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
1116	PETER ADAMS	\$ 1,000.00	01	CHS	ARTIST PAYMENT ON MONUMENT
1122	KATHY APLANALP	\$ 185.01	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1106	BUREAU OF LECTURES	\$ 890.00	01	BPS	ASSEMBLY FOR CHILDREN
1098	CVT	\$ 104,816.08	01	DO	MAY HEALTH PREMIUMS
1096	CAROLINA BIOLOGICAL SUPPLIES	\$ 110.94	01	BPS	SUPPLIES
1100	CHARLIES ELECTRIC	\$ 292.75	01	MOT	ELECTRIC REPAIR
1115	CHEVRON AND TEXACO	\$ 251.41	01	MOT	FUEL FOR VEHICLES
1109	CCOE	\$ 1,280.00	01	DO	SOFTWARE ANNUAL FEE
RC61	CUSD EMER FD US BANK CALCARD VISA	\$ 12,982.12	01/95/13	ALL	SEE ATTACHED
1123	CPM	\$ 49,869.64	21	BOND	CONSULTANTS FEES
1099	CREATIVE BUS SALES	\$ 396.78	01	MOT	BUS REPAIR SUPPLIES
RC60	CUSD EMER FD-BISHOPS FARM	\$ 1,524.00	01	BPS	FIELD TRIP FEE
RC60	CUSD EMER FD-EDD	\$ 1,189.38	01	DO	UNEMPLOYMENT INSURANCE PREMIUMS
RC60	CUSD EMER FD-DAN TINNEL	\$ 250.00	01	95	TRACK OFFICIAL
1108	DAILY JOURNAL CORP	\$ 534.30	21	BOND	AD FOR BID
1118	FEATHER RIVER TERMITE	\$ 80.00	01	MOT	TERMITE INSPECTION
1114	FIVEWAY	\$ 312.50	01	DEVFEE	HAUL EQUIPMENT FOR AG BARN
1117	GOV FINANCIAL STRATEGIES	\$ 350.00	25	DEVFEE	CONSULTANTS FEES
1095	HERFF JONES	\$ 1,201.03	01	CHS/AHS/HMS	DIPLOMAS
1094	LEASA HILL	\$ 86.40	13	CAFÉ	REIMBURSE MILEAGE
1112	HOLT OF CA	\$ 1,531.88	25	DEVFEE	RENTAL OF EQUIPMENT FOR AG BARN
1119	MARIBEL HUGHES	\$ 58.75	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1101	JEFF SAVAGE PLUMBING	\$ 1,050.00	01	MOT	PLUMBING REPAIRS
1126	BOBBY KIRKMAN	\$ 59.19	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1121	RASAN KNOX	\$ 22.05	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
1105	ERIKA LEMENAGER	\$ 85.75	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
1110	KIM OLSON	\$ 1,153.99	01	CHS	REIMBURSE WORKSHOP EXPENSES
1124	OLL	\$ 137.00	01	OLL	REIMBURSE FOR CURRICULUM
1113	PG&E	\$ 17,363.67	01	ALL	ELECTRIC BILLING
1103	PLATT	\$ 106.43	01	MOT	MAINTENANCE SUPPLIES
1125	CRAIG RICHARDS	\$ 226.58	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1102	SELOVER'S	\$ 45.50	01	MOT	VEHICLE REPAIR
1107	SPORTSMENS DEN	\$ 2,627.54	01	CHS	SUPPLIES
1120	STANDARD INS	\$ 1,761.82	01	DO	INCOME PROTECTION PREMIUMS
1104	VALLEY TRUCK AND TRACTOR	\$ 76.08	01	MOT	MAINTENANCE SUPPLIES
1097	TERRY WELDON	\$ 105.30	01	DO	REIMBURSE MILEAGE
TOTAL ALL FUNDS		\$ 204,013.87			

CUSD EMERGENCY FUND - US BANK CALCARD VISA - CK 5237

Mike Phenicie

20-Apr	EXXONMOBIL 97611800	LOS ANGELES, CA	\$16.98
19-Apr	FOUR POINTS HOTEL	CULVER CITY, CA	\$30.00
19-Apr	CHEVRON 0376793	530-458-5939, CA	\$46.50
18-Apr	CHEVRON 0092133	COALINGA, CA	\$46.30
18-Apr	EXXONMOBIL 97611800	LOS ANGELES, CA	\$51.23
15-Apr	CHEVRON 0092133	COALINGA, CA	\$56.10
15-Apr	HERITAGE ED FESTIVAL LLC	801-263-3445, UT	\$2,250.00

FOM FUEL ON TRIP TO LA
PARKING AT HOTEL LA
FOM FUEL ON TRIP TO LA
FOM FUEL ON TRIP TO LA
FOM FUEL ON TRIP TO LA
FOM FUEL ON TRIP TO LA
FOM MUSIC FESTIVAL REGIS

Leasa Hill

20-Apr	C&C SMART FOOD51705655	CHICO, CA	\$272.88
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CAFETERIA FOOD

Jeremy Miller

20-Apr	CDW GOVERNMENT	800-800-4239, IL	\$238.20
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DO OFFICE SUPPLIES

Rosemary Hicks

22-Apr	DONUT WHEEL	COLUSA, CA	\$28.85
18-Apr	RPSI ENTERPRISES INC	RANCHO CORDOV, CA	\$516.17

BPS SUPPLIES

BPS SUPPLIES

Zeba Hone

22-Apr	AMAZON.COM AMZN.COM/BILL	AMZN.COM/BILL, WA	\$63.73
22-Apr	USPS 05172809334414268	COLUSA, CA	\$24.00

DO SUPPLIES

DO POSTAGE

Nick Schantz

21-Apr	THE HOME DEPOT 1019	YUBA CITY, CA	\$139.39
18-Apr	THE HOME DEPOT 1019	YUBA CITY, CA	\$91.38

MOT MAINTENANCE SUPPLIES

MOT MAINTENANCE SUPPLIES

Jody Johnston

20-Apr	SSI*SCHOOL SPECIALTY	888-388-3224, WI	\$66.65
20-Apr	QUILL CORPORATION	800-982-3400, SC	\$96.43
20-Apr	QUILL CORPORATION	800-982-3400, SC	\$584.90

EMS SUPPLIES

EMS SUPPLIES

EMS SUPPLIES

Dwayne Newman

22-Apr	CALIFORNIA SCHOOL BOARD	9163714691, CA	\$249.00
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DO WORKSHOP REGISTRATION

Darren Brown

22-Apr	BIO CORPORATION	ALEXANDRIA, MN	\$130.02
22-Apr	VISTAPR*VISTAPRINT.COM	866-8936743, MA	\$63.40
22-Apr	DISNEYLAND TICKETS	714-781-4554, CA	\$4,644.00
20-Apr	UO ACADEMIC EXTENSION	541-3463423, OR	\$180.00
20-Apr	APPERSON	562-356-3333, CA	\$45.49
7-Apr	LMP*DAVERAMSEY LAMPOGR	888-2273223, TN	\$1,847.12
31-Mar	RED LION HOTELS/INNS	REDDING, CA	\$1,203.40

CHS SCIENCE SUPPLIES

CHS ASB SUPPLIES

CHS SENIOR TRIP TICKETS

CHS WORKSHOP REGISTRATION

CHS SUPPLIES

CHS TEXTBOOKS

CHS ASB BASEBALL MOTEL

\$12,982.12

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE MAY 6, 2016			BATCH 40
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
1149	ALHAMBRA WATER	\$ 56.80	01	BPS	WATER
1147	MALLORY ALVES	\$ 110.18	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1156	AMERICAN FIDELITY	\$ 351.83	01	DO	DISABILITY PREMIUMS
1148	APPEAL DEMOCRAT	\$ 270.00	01	BPS	ADVERTISE KINDER REGISTRATION
1128	SUE BARRETT	\$ 228.00	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1132	BAXTER AUTO PARTS	\$ 103.36	01	MOT	VEHICLE REPAIR SUPPLIES
1139	CASCADE ATHLETIC	\$ 392.78	01	SPORTS	SUPPLIES
1155	CITY OF COLUSA	\$ 6,399.68	01	ALL	WATER AND SEWER BILING
1154	CLASSROOM DIRECT	\$ 173.46	01	BPS	SUPPLIES
1143	COLUSA COUNTY CHAMBER OF COMMERCE	\$ 100.00	01	DO	MEMBERSHIP DUES
1151	COLUSA MOTOR SALES HUST BROS.	\$ 138.12	01	MOT	VEHICLE REPAIR SUPPLIES
1135	CUSD CAFETERIA FUND	\$ 680.13	01	CHS	END OF YEAR BREAKFAST/LUNCH
1146	JILL CONROY	\$ 28.23	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
1134	JENNIFER CORRIEA	\$ 42.12	01	CHS	REIMBURSE MILEAGE
1137	FAN CLOTH	\$ 52.00	01	CHS	SUPPLIES
1153	INTERQUEST DETECTION CANINES	\$ 700.00	01	CHS/EMS	DRUG DOG VISIT
1131	KELLEHER PAINT	\$ 992.16	01	MOT	MAINTENANCE SUPPLIES
1157	LCMS AWARDS	\$ 39.13	01	DO	SUPPLIES
1129	LIBRARIAN'S CHOICE	\$ 422.78	01	EMS	LIBRARY BOOKS
1150	MERIDIAN DIESEL	\$ 854.01	01	MOT	BUS SERVICE/REPAIR
1130	MIDAMERICA BOOKS	\$ 269.96	01	EMS	LIBRARY BOOKS
1145	NSCIG	\$ 45.00	01	SPORTS	GOLF ENTRY FEE
1136	KIM OLSON	\$ 76.19	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
1138	OLL SCHOOL	\$ 1,316.70	01	OLL	REIMBURSE FOR SUPPLIES PURCHASED
1142	READING OIL	\$ 2,042.15	01	MOT	FUEL FOR VEHICLES
1152	RECOLOGY	\$ 2,853.23	01	ALL	GARBAGE SERVICE
1158	SIGNATURE REPORGRAPHICS	\$ 2,651.49	21	BOND	PRINTING OF PLANS, ETC
1140	SUPERIOR TIRE SERVICE	\$ 810.45	01	MOT	TIRES
1127	LORI TANNER	\$ 168.00	01	CHS	REIMBURSE MEALS FOR FBIA CONFERENCE
1141	TNT SUPPLIES	\$ 153.88	01	BPS	SHIRTS
1144	TWIN CITIES EQUIPMENT RENTAL	\$ 137.50	01	MOT	EQUIPMENT RENTAL
TOTAL ALL FUNDS		\$ 24,851.92			

Colusa Unified School District

2015-2016

Assurance of Comparability

For

Title 1 Funding Distribution

For programs funded by Title 1 Part A, Colusa Unified School District Board of Trustees has examined the allocation of the funding, and finds:

1. The Salary Schedules for staff at all Title 1 supported sites are exactly the same.
2. The Staffing Ratios at all Title 1 supported sites for teachers, administrators and other staff are equivalent.
3. The Provision of Curriculum Materials and Instructional Supplies to all Title 1 supported sites are equivalent.

Approved and adopted this 10th day of May 2016.

Kelli Griffith-Garcia, President of the Board of Trustees

Kathie Whitesell, Clerk of the Board of Trustees



REDUCED WORKLOAD PROGRAM ELIGIBILITY CERTIFICATION APPLICATION

MEMBER USE ONLY		
SOCIAL SECURITY NO.	NAME (Last, First, MI) James, Roberta	BIRTHDATE
EMPLOYER USE ONLY		
	COUNTY CODE/NAME 06-Colusa County	DISTRICT CODE/NAME 61598-Colusa USD
ELIGIBILITY REQUIREMENTS		
1. RWP Participation Board Approved	1.	YES 5/10/2016
2. Attained age 55 prior to RWP Effective Date	2.	Y
3. Employed Full-Time a minimum of ten years in a certificated position	3.	Y
4. Employed Full-Time in a certificated position for five consecutive years immediately preceding RWP Effective Date	4.	Y
5. Salary not greater than that of: ➤ School Principal (K-12) ➤ NO LIMIT (Community College)	5.	Y
6. Agreement: ➤ Exists between employer and participant ➤ May be revoked by consent of both parties ➤ Not to exceed ten years ➤ Participant to work at least 50 percent of the time	6.	Yes, 80% Contract
Note: If the response to <u>any</u> of the above items (1-6) is NO, the employee MAY NOT BE ELIGIBLE to participate in the Reduced Workload Program, and MUST contact CalSTRS immediately for final determination.		
RWP EFFECTIVE DATE 08/15/2016	FULL TIME SALARY \$ 88,122	PERCENTAGE CONTRACT 80 %
I HEREBY CERTIFY BY SUBMISSION OF THIS FORM THAT THE EMPLOYEE MENTIONED HEREIN IS ELIGIBLE TO PARTICIPATE IN THE REDUCED WORKLOAD PROGRAM AS DESCRIBED IN SECTIONS 22713, 44922 (K-12), 87483 (Community College).		
AUTHORIZED PERSON 	NAME & TITLE Sheryl Parker, CBO	DATE 4/25/16
CalSTRS USE ONLY	SIGNATURE	APPROVAL DATE



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[Logoff](#)

Waiver Request System

Submission

Instructions:

- Fields marked with an asterisk (*) are required.
- The format for all dates is mm/dd/yyyy.
- Use the 'Attachments' section below to attach all supporting documents if required.
- Make sure all information is accurate before selecting submit. You will not be able to edit this waiver once you have submitted the form.
- DO NOT at any time hit the back button. You will lose all your information.
- Use brackets [] for putting Education Code section to be waived. See FAQ for details.
- Do not use abbreviations for bargaining units.
- Refer to the FAQ for general questions.
- The waiver request page is time sensitive. You must be able to complete the waiver request within two hours. Failure to complete and submit the waiver request in the two hours will result in the loss of all previously entered information.
- Local board approval date must be a valid date and must have already taken place (no future date).

District Information

*County: Colusa ▼

*District: Colusa Unified ▼

*Address: 901 Colus Avenue

*City: Colusa

*State: CA

*Zip code: 95932

Fax: 530-458-5783

Waiver Information

*Period of request start date: 07/01/2016

*Period of request end date: 06/30/2020

*Is this waiver a renewal? ☐ No ☒ Yes

*Previous waiver number: Fed-07-2012-W-02

*Previous SBE approval date: 09/13/2012

*Waiver topic: Federal Program Waiver ▼

*Ed Code title: Carl D. Perkins Voc and Tech Ed Act ▼

*Ed Code section: PL 109-270 Section 131(c)(1)

*Ed Code authority: PL 109-270 Section 131(c)(2)

*Education Code or California Code of Regulations (CCR) section to be Waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use [] to strike out).

EC Section: PL 109-270 Section 131(c) (1)

EC Authority: PL 109-270 Section 131(c) (2)

*Student population 368

*Located in a(n) Rural ▼ city

*What is the NCES locale code for your school? 43 ▼

*Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or

streamline or facilitate local agency operations. If more space is needed, please attach additional documents using the 'Attachments' section below.

Colusa Unified School District falls below the minimum allocation of \$15,000. As a result, we are required to ask for a waiver, because we cannot help that our district is a small rural high school. We cannot grow any larger or gain more students to meet the minimum allocation because our community and population in our school district boundaries are not as high as urban or inner city school districts. The funding is necessary to provide adequate career technical education for our students so they may be a productive employee in our predominant ag industry within Colusa County and/or go on to further their education in the industry. There is a high need for skilled welders, mechanics, animal

Approvals/Review

*Local board approval date: 05/10/2016 *

Attachments

If needed, upload additional file(s) here (must be Word, Excel, or PDF format)

Choose File

No file chosen

Upload

Contact Information

*Title: Ms. ▼

*First name: Rebecca

*Last name: Changus

*Position: Assistant Principal

*E-mail: rchangus@colusa.k12.ca.us

*Area code: 530

*Telephone: 458-2156

Extension: 14505

☒ I hereby certify that I have gone through my authorizing school district and or Special Education Local Plan Area (SELPA), that I am the superintendent or the superintendent's designee and that the information provided on this application is true and correct.

Submit

[Menu](#)

Questions: Waiver Office | 916-319-0824

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)

MINOR REVISIONS

March 2016

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

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

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

AR 3550 - Food Service/Child Nutrition Program

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

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

AR 4112.6/4212.6/4312.6 - Personnel Files

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

Records Retention

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

(cf. 3580 - District Records)

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

MINOR REVISIONS

March 2016

Page 2 of 2

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

AR 6173.2 - Education of Children of Military Families

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

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

AR 7111 - Evaluating Existing Buildings

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

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

Community Relations

UNIFORM COMPLAINT PROCEDURES

BP 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

BP 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

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

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

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

(cf. 3260 - Fees and Charges)

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

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

(cf. 0460 - Local Control and Accountability Plan)

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

BP 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

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

(cf. 6173.1 - Education for Foster Youth)

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

(cf. 6173 - Education for Homeless Children)

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

(cf. 6152 - Class Assignment)

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

(cf. 6142.7 - Physical Education and Activity)

BP 1312.3(e)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

BP 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

(cf. 3580 - District Records)

Non-UCP Complaints

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

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

BP 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

BP 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

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

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

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

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

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

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

Legal Reference continued: (see next page)

BP 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20 (continued)

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

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

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

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

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

Dear Colleague Letter: Title IX Coordinators, April 2015

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

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

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

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

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

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

WEB SITES

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

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

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

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

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

(10/14 7/15) 3/16

Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

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

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

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

AR 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Superintendent

(title or position)

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

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

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

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

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

AR 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

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

Notifications

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

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

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

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

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

AR 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

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

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

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

The notice shall:

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

AR 1312.3(e)

UNIFORM COMPLAINT PROCEDURES (continued)

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

4. Include statements that:

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

AR 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

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

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

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

District Responsibilities

AR 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

Filing of Complaints

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

All complaints shall be filed in accordance with the following:

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

AR 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

AR 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

Mediation

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

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

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

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

Investigation of Complaint

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

Report of Findings

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

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

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

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

Final Written Decision

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

AR 1312.3(l)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

AR 1312.3(m)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

AR 1312.3(n)

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

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

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

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

Corrective Actions

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

AR 1312.3(o)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

AR 1312.3(p)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

Appeals to the California Department of Education

AR 1312.3(q)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

AR 1312.3(r)

UNIFORM COMPLAINT PROCEDURES (continued)**Business and Noninstructional Operations**(10/14 7/15) 3/16
BP 3553(a)**FREE AND REDUCED PRICE MEALS**

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

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

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

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

BP 3553(b)

FREE AND REDUCED PRICE MEALS (continued)

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

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

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

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

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

(cf. 3555 - Nutrition Program Compliance)

(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

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

(cf. 5125 - Student Records)

BP 3553(c)

FREE AND REDUCED PRICE MEALS (continued)

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

1. Disaggregation of academic achievement data

(cf. 6162.51 - State Academic Achievement Tests)

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

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

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

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

BP 3553(d)

FREE AND REDUCED PRICE MEALS (continued)

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

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

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term

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

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49562 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

Legal Reference continued: (see next page)

FREE AND REDUCED PRICE MEALS (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act

6301-6514 Title I programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

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

WELFARE AND INSTITUTIONS CODE

14005.41 Basic health care

Management Resources:

CSBA PUBLICATIONS

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

A Guide for Assessing and Strengthening Student Wellness Policies, 2012

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

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

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

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

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

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

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

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

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

WEB SITES

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

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

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

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

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

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Administrative Regulation

Business and Noninstructional Operations

AR 3553(a)

FREE AND REDUCED PRICE MEALS

Applications

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

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

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

(cf. 5145.6 - Parental Notifications)

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

AR 3553(b)

FREE AND REDUCED PRICE MEALS (continued)

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

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

Eligibility

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

AR 3553(c)

FREE AND REDUCED PRICE MEALS (continued)

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

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

Verification of Eligibility

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

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

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

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

1. The change and the reasons for the change

AR 3553(d)

FREE AND REDUCED PRICE MEALS (continued)

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

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

Confidentiality/Release of Records

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

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

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

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

(cf. 5125 - Student Records)

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

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

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

AR 3553(e)

FREE AND REDUCED PRICE MEALS (continued)

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

Nondiscrimination Plan

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

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

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

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

(cf. 3555 - Nutrition Program Compliance)

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

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Administrative Regulation

Certificated Personnel

AR 4161.1(a)
4361.1

PERSONAL ILLNESS/INJURY LEAVE

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

(cf. 4161/4261/4361 - Leaves)

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

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

AR 4161.1(b)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

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

3. Personal necessity (Education Code 44981)

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

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

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

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

AR 4161.1(c)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

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

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

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

AR 4161.1(d)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

Notification of Absence

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

(cf. 4121 - Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

AR 4161.1(e)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

AR 4161.1(f)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

(cf. 4116 - Probationary/Permanent Status)

Verification Requirements

AR 4161.1(g)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

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

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

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

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

(cf. 4032 - Reasonable Accommodation)

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

AR 4161.1(h)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

Healthy Workplaces, Healthy Families Act Requirements

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

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

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

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

AR 4161.1(i)
4361.1

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

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

44965 Granting of leaves of absence for pregnancy and childbirth

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

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

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

44978 Provisions for sick leave of certificated employees

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

44979 Transfer of accumulated sick leave to another district

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

44981 Leave of absence for personal necessity

44983 Exception to sick leave when district adopts specific rule

44984 Industrial accident or illness

44986 Leave of absence for disability allowance applicant

LABOR CODE

220 Sections inapplicable to public employees

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

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

233 Illness of child, parent, spouse or domestic partner

234 Absence control policy

245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 42

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

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

(7/10 12/14) 3/16

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

All Personnel

AR 4161.2(a)

4261.2

PERSONAL LEAVES

4361.2

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

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

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

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

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

(cf. 4161/4261/4361 - Leaves)

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

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

PERSONAL LEAVES (continued)

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

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

Personal Necessity

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

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

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

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

AR 4161.2(c)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

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

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

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

AR 4161.2(d)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

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

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

Legal Duties

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

AR 4161.2(e)
4261.2
4361.2

PERSONAL LEAVES (continued)

1. Serve on an inquest jury or trial jury

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

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

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

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

Leaves for Crime Victims

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

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

AR 4161.2(f)
4261.2
4361.2

PERSONAL LEAVES (continued)

3. A felony provision of law proscribing theft or embezzlement

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

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

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

Leaves for Victims of Domestic Violence, Sexual Assault and Stalking

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

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

AR 4161.2(g)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

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

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

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

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

AR 4161.2(h)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

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

(cf. 5148 - Child Care and Development)

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

AR 4161.2(i)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

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

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

Service on Education Boards and Committees

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

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

Employee Organization Activities

AR 4161.2(j)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

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

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

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

AR 4161.2(k)
4261.2
4361.2

PERSONAL LEAVES (continued)

Spouse on Leave from Military Deployment

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

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

Leave for Emergency Duty

AR 4161.2(l)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

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

Civil Air Patrol Leave

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

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

Legal Reference: (see next page)

AR 4161.2(m)
4261.2
4361.2

PERSONAL LEAVES (continued)

Legal Reference:

EDUCATION CODE

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

EVIDENCE CODE

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

FAMILY CODE

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

GOVERNMENT CODE

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

LABOR CODE

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

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

Management Resources: (see next page)

AR 4161.2(n)
 4261.2
 4361.2

PERSONAL LEAVES (continued)

Management Resources:

WEB SITES

California Federation of Teachers: <http://www.cft.org>
 California School Employees Association: <http://www.csea.com>
 California Teachers Association: <http://www.cta.org>
 Public Employment Relations Board: <http://www.perb.ca.gov>

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Policy Reference UPDATE Service

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CSBA Sample **Administrative Regulation**

Classified Personnel

AR 4261.1(a)

PERSONAL ILLNESS/INJURY LEAVE

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

(cf. 4161/4261/4361 - Leaves)

Use of Sick Leave

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

AR 4261.1(b)

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

3. Personal necessity as specified in Education Code 45207

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

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

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

(cf. 4261.11 - Industrial Accident/Illness Leave)

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

AR 4261.1(c)

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

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

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

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

AR 4261.1(d)

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

Notification of Absence

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

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

Extension of Leave

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

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

(cf. 4216 - Probationary/Permanent Status)

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

Verification Requirements

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

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

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

AR 4261.1(g)

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

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

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

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

(cf. 4032 - Reasonable Accommodation)

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

Short-Term and Substitute Employees

AR 4261.1(h)

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

PERSONAL ILLNESS/INJURY LEAVE (continued)

Healthy Workplaces, Healthy Families Act Requirements

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

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

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

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

PERSONAL ILLNESS/INJURY LEAVE (continued)

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

*Legal Reference:*EDUCATION CODE*45103 Substitute employees**45190 Leaves of absence and vacations**45191 Leaves of absence for illness and injury**45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)**45195 Additional leave for nonindustrial accident or illness; reemployment preference**45196 Salary; deductions during sick leave**45202 Transfer of accumulated sick leave and other benefits*LABOR CODE*230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off**230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off**233 Illness of child, parent, spouse or domestic partner**245-249 Healthy Workplaces, Healthy Families Act of 2014*COURT DECISIONS*California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957**California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510*ATTORNEY GENERAL OPINIONS*53 Ops.Cal.Atty.Gen. 111 (1970)*

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CSBA Sample Board Policy

Students

BP 5146(a)

MARRIED/PREGNANT/PARENTING STUDENTS

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

*(cf. 5113.1 - Chronic Absence and Truancy)**(cf. 5147 - Dropout Prevention)**(cf. 6011 - Academic Standards)**(cf. 6146.1 - High School Graduation Requirements)**(cf. 6146.11 - Alternative Credits Toward Graduation)**(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)**(cf. 6164.5 - Student Success Teams)*

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

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

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

Education and Support Services for Pregnant and Parenting Students

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

BP 5146(b)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

(cf. 6158 - Independent Study)

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

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

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

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

BP 5146(c)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

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

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

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

(cf. 1020 - Youth Services)

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

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

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

(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

BP 5146(d)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

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

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

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

(cf. 6179 - Supplemental Instruction)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

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

(cf. 5113 - Absences and Excuses)

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

(cf. 5112.3 - Student Leave of Absence)

BP 5146(e)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

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

(cf. 5112.1 - Exemptions from Attendance)

Reasonable Accommodations

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

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

(cf. 6183 - Home and Hospital Instruction)

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

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

BP 5146(f)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

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

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

Complaints

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

Program Evaluation

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

BP 5146(g)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

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

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

222 Reasonable accommodations; lactating students

230 Sex discrimination

8200-8498 Child Care and Development Services Act

48205 Excused absences

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

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

CIVIL CODE

51 Unruh Civil Rights Act

FAMILY CODE

7002 Description of emancipated minor

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

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

CODE OF FEDERAL REGULATIONS, TITLE 7

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

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

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

COURT DECISIONS

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

Management Resources: (see next page)

BP 5146(h)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

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

Pregnant Students and Confidential Medical Services

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

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

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

WEB SITES

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

California Women's Law Center: <http://www.cwlc.org/resources>

U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

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CSBA Sample Board Policy

Instruction

BP 6142.7(a)

PHYSICAL EDUCATION AND ACTIVITY

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

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

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

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

BP 6142.7(b)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

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

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

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

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

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

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

(cf. 6159 - Individualized Education Program)

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

BP 6142.7(c)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

(cf. 3514 - Environmental Safety)

(cf. 5141.7 - Sun Safety)

Staffing

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

(cf. 1240 - Volunteer Assistance)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4113 - Assignment)

BP 6142.7(d)

PHYSICAL EDUCATION AND ACTIVITY (continued)

(cf. 4222 - Teacher Aides/Paraprofessionals)

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

(cf. 4131 - Staff Development)

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

Physical Fitness Testing

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

Temporary Exemptions

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

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

Two-Year Exemptions

BP 6142.7(e)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

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

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

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

(cf. 6112 - School Day)

Permanent Exemptions

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

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

BP 6142.7(f)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

Other Exemptions

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

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

(cf. 6145.2 - Athletic Competition)

Program Evaluation

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

BP 6142.7(g)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

33126 School accountability report card

33350-33354 CDE responsibilities re: physical education

35256 School accountability report card

44250-44277 Credential types

49066 Grades; physical education class

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

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

51242 Exemption from physical education for athletic program participants

52316 Excuse from attending physical education classes

60800 Physical performance test

CODE OF REGULATIONS, TITLE 5

1040-1048 Physical performance test

3051.5 Adapted physical education for individuals with exceptional needs

4600-4687 Uniform complaint procedures

10060 Criteria for high school physical education programs

80020 Additional assignment authorizations for specific credentials

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

80046.1 Added authorization to teach adapted physical education

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

1758b Local wellness policy

ATTORNEY GENERAL OPINIONS

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

COURT DECISIONS

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

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

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

Management Resources: (see next page)

BP 6142.7(h)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Management Resources:

CSBA PUBLICATIONS

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

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

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

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

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CSBA Sample Administrative Regulation

I.15.o.

Instruction

AR 6142.7(a)

PHYSICAL EDUCATION AND ACTIVITY

Definitions

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

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

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

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

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

Instructional Time

AR 6142.7(b)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

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

OPTION 2: (High School Districts)

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

OPTION 3: (Unified School Districts)

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

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

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

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

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

AR 6142.7(c)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

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

(cf. 1312.3 - Uniform Complaint Procedures)

Monitoring Moderate to Vigorous Physical Activity

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

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

AR 6142.7(d)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

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

(cf. 6162.5 - Student Assessment)

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

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

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

(cf. 5125 - Student Records)

AR 6142.7(e)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

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

(cf. 0510 - School Accountability Report Card)

Testing Variations

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

1. Extra time within a testing day

2. Test directions that are simplified or clarified

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

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

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

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

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

AR 6142.7(f)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

(cf. 6159 - Individualized Education Program)

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

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

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

Additional Opportunities for Physical Activity

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

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

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

2. Encouraging teachers to incorporate physical activity into the classroom

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

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

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

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

AR 6142.7(g)

PHYSICAL EDUCATION AND ACTIVITY (continued)

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

(cf. 1330.1 - Joint Use Agreements)

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

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

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

(cf. 5142.2 - Safe Routes to School Program)

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CSBA Sample

Board Policy

Instruction

BP 6152(a)

CLASS ASSIGNMENT

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

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

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

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

(cf. 6152.1 - Placement in Mathematics Courses)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

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

(cf. 6151 - Class Size)

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

BP 6152(b)

CLASS ASSIGNMENT (continued)

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

Additional Requirements for Grades 9-12

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

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

BP 6152(c)

CLASS ASSIGNMENT (continued)

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

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

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

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

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

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

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

(cf. 6158 - Independent Study)

(cf. 6172.1 - Concurrent Enrollment in College Courses)

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

BP 6152(d)

CLASS ASSIGNMENT (continued)

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

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35160 Authority of the board

51224.7 California Mathematics Placement Act of 2015

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

51228.2 Assignment to courses previously completed, grades 9-12

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

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elementary Makes the Grade!, 2000

WEB SITES

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

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

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Instruction

AR 6162.51(a)

STATE ACADEMIC ACHIEVEMENT TESTS

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

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

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 6158 - Independent Study)

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

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

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

AR 6162.51(b)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

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

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

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

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

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

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

AR 6162.51(c)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

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

Tests Included in the State Assessment System

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

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

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

- a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. **A recently arrived English learner may be administered the test upon request by his/her parent/guardian.**

(cf. 6174 - Education for English Language Learners)

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

AR 6162.51(d)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

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

(cf. 6159 - Individualized Education Program)

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

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

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

(cf. 6142.93 - Science Instruction)

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

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

AR 6162.51(e)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

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

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

Exemptions

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

(cf. 5145.6 - Parental Notifications)

AR 6162.51(f)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

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

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

Testing Period

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

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

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

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

AR 6162.51(g)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

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

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

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

Testing Variations

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

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

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

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

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

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

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

(cf. 5125 - Student Records)

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

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

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Instruction

BP 6164.2(a)

GUIDANCE/COUNSELING SERVICES

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

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

(cf. 4112.2 - Certification)

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

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

BP 6164.2(b)

GUIDANCE/COUNSELING SERVICES (continued)

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

(cf. 5113.1 - Chronic Absence and Truancy)

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

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

(cf. 5137 - Positive School Climate)

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

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

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

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

11. Engaging in continued development as a professional school counselor

(cf. 4131 - Staff Development)

BP 6164.2(c)

GUIDANCE/COUNSELING SERVICES (continued)

Academic and Career Educational Counseling

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

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

(cf. 5145.6 - Parental Notifications)

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

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

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

BP 6164.2(d)

GUIDANCE/COUNSELING SERVICES (continued)

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

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

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

BP 6164.2(e)

GUIDANCE/COUNSELING SERVICES (continued)

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

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

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

(cf. 6184 - Continuation Education)

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

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

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

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

BP 6164.2(f)

GUIDANCE/COUNSELING SERVICES (continued)

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

(cf. 5125.1 - Release of Directory Information)

Personal or Mental Health Counseling

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

(cf. 1020 - Youth Services)

BP 6164.2(g)

GUIDANCE/COUNSELING SERVICES (continued)

(cf. 5113 - Absences and Excuses)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.6 - School Health Services)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5147 - Dropout Prevention)

(cf. 6164.5 - Student Success Teams)

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

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

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

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

Crisis Counseling

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

BP 6164.2(h)

GUIDANCE/COUNSELING SERVICES (continued)

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

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

(cf. 5136 - Gangs)

(cf. 5141.52 - Suicide Prevention)

Teacher-Based Advisory Program

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

(cf. 4131 - Staff Development)

Legal Reference: (see next page)

BP 6164.2(i)

GUIDANCE/COUNSELING SERVICES (continued)

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

44266 Pupil personnel services credential

48431 Establishing and maintaining high school guidance and placement program

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

Management Resources:

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

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Policy Reference UPDATE Service

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Board Policy

Business and Noninstructional Operations

BP 3515.2(a)

DISRUPTIONS

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

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

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

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

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

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

(cf. 5131.4 - Student Disturbances)

BP 3515.2(b)

DISRUPTIONS (continued)

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

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

(cf. 3515.3 - District Police/Security Department)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

BP 3515.2(c)

DISRUPTIONS (continued)

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

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

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

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

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

Legal Reference: (see next page)

BP 3515.2(d)

DISRUPTIONS (continued)

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting, misdemeanor

32211 Threatened disruption or interference with classes; misdemeanor

35160 Authority of governing boards

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities

48902 Notification of law enforcement authorities

51512 Prohibited use of electronic listening or recording device

PENAL CODE

243.5 Assault or battery on school property

415.5 Disturbance of peace of school

626-626.11 Schools, crimes, especially:

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

626.8 Disruptive presence at schools

626.81 Misdemeanor for registered sex offender to come onto school grounds

626.85 Misdemeanor for specified drug offender presence on school grounds

626.9 Gun Free School Zone Act

627-627.10 Access to school premises
 653b Loitering about schools or public places
 12556 Imitation firearms

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 20

7151 Gun-Free Schools Act

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

In Re Joseph F., (2000) 85 Cal.App.4th 975

In Re Jimi A., (1989) 209 Cal.App.3d 482

In Re Oscar R., (1984) 161 Cal.App.3d 770

ATTORNEY GENERAL OPINIONS

79 *Ops.Cal.Atty.Gen.* 58 (1996)

Management Resources:

CSBA PUBLICATIONS

911! A Manual for Schools and the Media During a Campus Crisis, 2001

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guide for Developing High-Quality School Emergency Operations Plans, 2013

Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003

WEB SITES

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

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

U.S. Department of Education, **Emergency Planning:**

<http://www.ed.gov/admins/lead/safety/emergencyplan>

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Administrative Regulation

Business and Noninstructional Operations

AR 3515.2(a)

DISRUPTIONS

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

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

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

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.5 - Sex Offender Notification)

AR 3515.2(b)

DISRUPTIONS (continued)

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

(cf. 1240 - Volunteer Assistance)

(cf. 3515.3 - District Police/Security Department)

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

(cf. 6145.2 - Athletic Competition)

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

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

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

(cf. 0450 - Comprehensive Safety Plan)

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

AR 3515.2(c)

DISRUPTIONS (continued)

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

Appeal Procedure

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

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

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

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Board Policy

I.15.u.

Business and Noninstructional Operations

BP 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

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

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

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

(cf. 3515 - Campus Security)

(cf. 3515.2 - Disruptions)

(cf. 3515.3 - District Police/Security Department)

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

(cf. 5131.4 - Student Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

BP 3515.7(b)

FIREARMS ON SCHOOL GROUNDS (continued)

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

OPTION 1:

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

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

OPTION 2:

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

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

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

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

BP 3515.7(c)

FIREARMS ON SCHOOL GROUNDS (continued)

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

(cf. 4116 - Probationary/Permanent Status)

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

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

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

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

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

(cf. 3580 - District Records)

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

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

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

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

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

Legal Reference: (see next page)

BP 3515.7(d)

FIREARMS ON SCHOOL GROUNDS (continued)

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

35160 Powers and duties of the board

35161 Powers and duties of the board; authority to delegate

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

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

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

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

Management Resources:

WEB SITES

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

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Exhibit

Business and Noninstructional Operations

E(1) 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

APPLICATION FOR FIREARM/AMMUNITION ON SCHOOL GROUNDS

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

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

Return this application to:

(title)

(address)

SECTION 1. Identifying Information

Name: _____ Date of Birth: _____

Phone: _____ Email: _____

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

I am a (check one or more):

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

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

___ Other: _____

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

E(1) 3515.7(b)

FIREARMS ON SCHOOL GROUNDS (continued)

SECTION 2. Required Documents

The following documents must be attached to this application:

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

Date of expiration: _____

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

2. _____

SECTION 3. Acknowledgment

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

Print name: _____ Date: _____

Signature: _____

Exhibit

Business and Noninstructional Operations

E(2) 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

FIREARM AND AMMUNITION POSSESSION AGREEMENT

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

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

I. Definitions

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

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

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

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

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

II. District Rights

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

FIREARMS ON SCHOOL GROUNDS (continued)

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

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

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

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

III. Responsibilities

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

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

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

IV. Acknowledgment of Receipt and Agreement

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

E(2) 3515.7(c)

FIREARMS ON SCHOOL GROUNDS (continued)

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

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

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

Print Name

Signature

Date

VI. District Permission

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

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

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

Name

Title

Signature

Date

Expiration date of Agreement: _____

Certificated Personnel

AR 4112(a)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the Governing Board shall approve the appointment of all certificated personnel. The position and the salary classification shall be reported to the Board at a regular meeting.

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4121 - Temporary/Substitute Personnel)

Individuals appointed to the certificated staff shall:

1.

Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy (Education Code 44250-44279, 44330) This is the suggested place to put a list of exceptions or qualifications. For example:

A.

The board's preference is to hire candidates who have all the required credentials in hand. However, in circumstances where fully – credentialed applicants are deemed by the interview committee as unacceptable, the site administrator may hire applicants who are in the process of earning a credential. Before recommending a non-fully credentialed applicant for hire, the administrator should ensure:

i.

The candidate is interviewed in a manner similar to the interview of credentialed applicants.

ii.

The candidate is able to be credentialed under a permit or other emergency-type credential issued from the Commission on Teacher Credentialing.

iii.

Every reasonable effort has been made to seek fully credentialed applicants, including????

iv.

Consultation with the Superintendent.

v.

The administrator deems the hire time critical in order to have a teacher who is ready when students arrive to the classroom.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)

3. When required by the federal No Child Left Behind Act for teachers of core academic subjects, possess the qualifications of "highly qualified" teachers as defined in law, Board policy and administrative regulations (20 USC 6319)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 6171 - Title I Programs)

4. Submit to fingerprinting as required by law (Education Code 44830.1)
5. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)

AR 4112(b)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

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

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

6. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)
7. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)

(cf. 3515.5 - Sex Offender Notification)

8. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)
9. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)
10. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)

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

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

12. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)
13. File the oath or affirmation of allegiance required by Government Code 3100-3109

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

14. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation

(cf. 4112.8/4212.8/4312.8 - *Employment of Relatives*)

Legal Reference: (see next page)

AR 4112(c)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

Legal Reference:

EDUCATION CODE

35161 Powers and duties

44008 Effect of termination of probation

44009 Conviction of specified crimes; definitions

44010 Sex offense

44011 Controlled substance offense

44066 Limitation on certification requirements

44250-44277 Credential types

44330 Effect of registration of certification document

44830.1 Felons; certificated positions; criminal record summary; fingerprints

44836 Employment of person convicted of sex offenses or controlled substance offenses

44837 Employment of sexual sociopath

44838 Statement of military service

44839 Medical certificate

44839.5 Medical certificate for retirant

49406 Examination for tuberculosis

GOVERNMENT CODE

3100-3109 Oaths or affirmations of allegiance for disaster service workers and public employees

12940-12950 Unlawful employment practices

PENAL CODE

290 Registration of sex offenders

290.95 Disclosure by persons required to register as sex offenders

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

WELFARE AND INSTITUTIONS CODE

6300-6332 Sexual psychopaths

CODE OF REGULATIONS, TITLE 5

6100-6125 Teacher qualifications, No Child Left Behind Act

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

(7/00 3/02) 7/04

Instruction

BP 6174(a)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The Governing Board intends to provide English learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible while facilitating student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

BP 6174(b)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Language Learners)

The Superintendent or designee shall provide to teachers, administrators, and other school staff research-based professional development that is designed to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development, implementation, and evaluation of English language development programs. In addition, to support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Identification and Assessment

The Superintendent or designee shall maintain procedures which provide for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6152.51 - State Academic Achievement Tests)

Placement of English Learners

Students who are English learners shall be educated through "structured English immersion" (also known as "sheltered English immersion"), as defined in law and the accompanying administrative regulation, for a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's structured English

immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305-306)

"Nearly all," for the purpose of determining the amount of instruction to be conducted in English, means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

BP 6174(e)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

When an English learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, any district assessments, and/or other criteria adopted by the Board, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English. (Education Code 305-306; 5 CCR 11301)

(cf. 6162.5 - Student Assessment)

An English learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

At any time during the school year, the parent/guardian of an English learner may have his/her child moved into an English language mainstream program. (5 CCR 11301)

Parental Exception Waivers

BP 6174(f)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

When allowed by law, the parent/guardian of an English learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. (Education Code 310-311)

Each waiver request shall be considered on its individual merits with deference given to the parent/guardian's preference for student placement.

A waiver request shall be granted in accordance with law unless the principal and educational staff have determined that an alternative program would not be better suited to the student's overall educational development. (5 CCR 11309)

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.

Program Evaluation

BP 6174(g)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year.

The Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide English learner advisory committees.

BP 6174(h)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Legal Reference:

EDUCATION CODE

300-340 English language education

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

42238.02-42238.03 Local control funding formula

44253.1-44253.11 *Qualifications for teaching English learners*
 48985 *Notices to parents in language other than English*
 52052 *Academic Performance Index; numerically significant student subgroups*
 52060-52077 *Local control and accountability plan*
 52130-52135 *Impacted Languages Act of 1984*
 52160-52178 *Bilingual Bicultural Act*
 60200.7 *Suspension of state instructional materials adoptions*
 60605.87 *Supplemental instructional materials, English language development*
 60640 *California Assessment of Student Performance and Progress*
 60810-60812 *Assessment of language development*
 62005.5 *Continuation of advisory committee after program sunsets*
CODE OF REGULATIONS, TITLE 5
 853.5-853.7 *Test administration; universal tools, designated supports, and accommodations*
 11300-11316 *English learner education*
 11510-11517 *California English Language Development Test*
UNITED STATES CODE, TITLE 20
 1701-1705 *Equal Educational Opportunities Act*
 6312 *Local education agency plans*
 6801-6871 *Title III, Language instruction for limited English proficient and immigrant students*
 7012 *Parental notification*
COURT DECISIONS
Valeria G. v. Wilson, (2002) 307 F.3d 1036
California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698
ATTORNEY GENERAL OPINIONS
 83 *Ops.Cal.Atty.Gen.* 40 (2000)

Management Resources: (see next page)

BP 6174(i)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014
California English Language Development Test (CELDT): 2013-14 CELDT Information Guide, 2013
English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014
English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012
Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments
U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE
Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007
WEB SITES
California Department of Education: <http://www.cde.ca.gov/sp/el>
U.S. Department of Education: <http://www.ed.gov>

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Administrative Regulation

Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

Definitions

English learner, also known as a limited English proficient student, means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Structured English immersion (also known as "sheltered English immersion") means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

AR 6174(b)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

(cf. 6152.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

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

Parental Notifications

The Superintendent or designee shall provide the following written notifications to parents/guardians of English learners:

AR 6174(c)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

1. Assessment Notification: The district shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

2. Placement Notification: At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)
3. Title III Notifications: Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 7012)
 - a. The reason for the student's classification as an English learner

- b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
- c. A description of the program for English language development instruction, including a description of all of the following:
 - (1) The manner in which the program will meet the educational strengths and needs of the student
 - (2) The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards
 - (3) The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - (4) Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

AR 6174(d)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

- d. Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program
 - e. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered
4. Annual Measurable Objectives Notification: If the district fails to make progress on the annual measurable achievement objectives for English learners established pursuant to 20 USC 6842, the Superintendent or designee shall, within 30 days after such failure occurs, send a notification regarding such failure to the parents/guardians of each student identified for participation in a language instruction educational program supported by Title III funds. (20 USC 7012)

Parental Exception Waivers

A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)

- 1. The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in

which the student scores at or above the state average for his/her grade level or at or above the fifth-grade average, whichever is lower.

2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.

AR 6174(e)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.

Upon request for a waiver, the Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the Superintendent pursuant to any guidelines established by the Governing Board. (Education Code 310, 311; 5 CCR 11309)

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

AR 6174(f)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

When evaluating waiver requests pursuant to item #1 above and other waiver requests for those students for whom standardized assessment data are not available, other equivalent

assessment measures may be used. These equivalent measures may include district standards and assessment and teacher evaluations of such students.

Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to item #3 above shall be granted by the Superintendent if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

Any individual school in which 20 or more students of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)

In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

AR 6174(g)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English learner shall be reclassified as fluent English proficient: (Education Code 313; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

AR 6174(h)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Advisory Committee

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute

committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

AR 6174(i)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

7. Review of and comment on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

(3/03 11/12) 4/15

InstructionE 6174(a)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

PARENTAL EXCEPTION WAIVER
EDUCATION CODE 311

Student's Name: _____ Grade: _____

School: _____ Date of Birth: _____

Student's Primary Language: _____

I request a waiver of the placement of my child in the school's structured/sheltered English immersion program for the following reason:

- ☐ My child possesses good English language skills. (Education Code 311(a))
- ☐ My child is 10 years of age or older and I believe that an alternate course of study is better suited to my child's rapid acquisition of English. (Education Code 311(b))
- ☐ I believe that my child has special needs and that an alternate course of study is better suited to his/her educational development. (Education Code 311(c))

I understand that the objective for my child is to be taught English as rapidly and effectively as possible. I have been provided a full written description of the intent and content of the structured English immersion program; any alternative courses of study offered by the district and made available to my child; all educational opportunities offered by the district and made available to my child; and the educational materials to be used in the different educational program choices.

I have personally visited the school to apply for this waiver.

I understand that I must request that this waiver be reconsidered annually, each school year.

Parent/Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

E 6174(b)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

For School Use Only:

For waivers pursuant to Education Code 311(a), student's English standardized test scores: (Scores must be at or above the state average for the child's grade level or above the 5th grade average) _____

Waiver Granted/Denied: _____ Date: _____

Signature: _____ Title: _____

I.15.aa.

(10/95 10/98) 11/12

Instruction

BP 6179(a)

SUPPLEMENTAL INSTRUCTION

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

(cf. 5148.2 - Before/After School Programs)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

(cf. 1020 - Youth Services)

BP 6179(b)

SUPPLEMENTAL INSTRUCTION (continued)

When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.

Supplemental instruction shall be offered to:

1. Students in grades 2-9 who have been retained or recommended for retention at their current grade level (Education Code 37252.2, 48070.5)

(cf. 5123 - Promotion/Acceleration/Retention)

2. Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more consecutive years (20 USC 6316)

(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)

In addition, supplemental instruction may be offered to:

BP 6179(c)

SUPPLEMENTAL INSTRUCTION (continued)

1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators

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

(cf. 6162.51 - State Academic Achievement Tests)

2. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

3. High school students who need support to successfully complete courses required for graduation

BP 6179(d)

SUPPLEMENTAL INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

37252-37254.1 Supplemental instruction, summer school

42238.01-42238.07 Local control funding formula

46100 Length of school day

48070-48070.5 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

60850-60859 High school exit examination, especially:

60851.5 Suspension of high school exit examination

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6316 Program improvement schools and districts

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Supplemental Educational Services, January 14, 2009

Innovations in Education: Creating Strong Supplemental Educational Services Programs, May 2004

WEB SITES

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

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

U.S. Department of Education: <http://www.ed.gov>

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COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street
Colusa, CA 95932

UNOFFICIAL MINUTES
Board of Trustees Board Meeting

April 12, 2016

CALL TO ORDER	The meeting was called to order at 4:00 p.m. in the District Office Board Room by Board President Kelli Griffith-Garcia, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler, Lincoln Forry and Kathie Whitesell. Also in attendance was Superintendent Dwayne Newman, staff and community members.
PLEDGE OF ALLEGIANCE	Barbara Hankins led the Pledge of Allegiance.
RECEPTION	A brief reception honoring the new tenured teachers occurred.
HEARING OF THE PUBLIC FOR ITEMS ON THE AGENDA	No information was presented.
HEARING OF THE PUBLIC FOR ITEMS NOT ON THE AGENDA	No information was presented
RECOGNITIONS & CELEBRATIONS	Jody Johnston recognized Pamela Niehues for her wonderful contributions to the students of Colusa Unified.
STUDENT REPORT	No information was presented.
PRESIDENT'S REPORT	<p>CRAF – Charles Yerxa reported that the CRAF Golf Tournament will take place on Friday, April 15th.</p> <p>FOM – None</p> <p>FOA – Kathie Whitesell reported on upcoming events and competitions.</p> <p>SELPA – Kathie Whitesell & Terry Bressler – None.</p> <p>Grounds – Lincoln Forry reported that the soil compaction testing has been completed and cleared for the Ag Barn.</p>
SUPERINTENDENT'S REPORT IMPROVING ACHIEVEMENT	<ul style="list-style-type: none"> 2016-17 LCAP Proposed Activities – Mr. Newman provided updated information on LCAP items.
SUPERINTENDENT'S REPORT MANAGEMENT	<ul style="list-style-type: none"> Bond Project Update – Wally Browe of CPM provided an update on the bond projects. Projects are in the works throughout the district and updated information on the progress can be found at the district website under the Measure A section. FPM Update – Mr. Newman reported on the FPM process. All documents have been submitted and findings are coming back to us to correct. The district office will continue to work on the process and will report to the board accordingly. Summer Board Meeting Schedule – Mr. Newman asked the board to add July 12, 2016 and July 26, 2016 as dates for regularly scheduled meetings.

Board of Trustees Meeting
April 12, 2016

SUPERINTENDENT'S REPORT
BUDGET

Enrollment – Enrollment continues to be steady.

PRINCIPAL'S REPORT

Rebecca Changus provided information on the Colusa Alternative High School program.

CSEA REPORT

No information presented from CSEA. Mr. Newman stated that

CEA REPORT

Pam Giuliano reported that CEA will be finalizing the TA very soon.

**INFORMATION/ DISCUSSION/
POSSIBLE ACTION ITEMS**

ACTION ITEM #1516160

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the Music Department Travel to Hollywood from April 14-April 17th.

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

Vote: (Unanimous)

ACTION ITEM #1516161

Motion was made by Terry Bressler, seconded by Lincoln Forry to approve the Warrants: Batch #33-36

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

Vote: (4 Ayes, 1 Abstain)

ACTION ITEM #1516162

Motion was made by Kathie Whitesell, seconded by Charles Yerxa to approve the First Reading of Board Policies and Administrative Regulations as listed on the agenda with the exception of 3.u. and 3.v (BP 3515.7 & AR 3515.7 Firearms on School Grounds).

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

Vote: (Unanimous)

ACTION ITEM #1516163

Motion was made by Kathie Whitesell, seconded by Charles Yerxa to approve the following consent agenda items:

Board of Trustees Meeting
April 12, 2016

- a. March 8, 2016 Meeting Minutes
- b. Absolute Concrete Agreement
- c. National Glazing Agreement
- d. Jeff Savage Plumbing Agreement
- e. Infinity Communication Agreement
- f. Revised 2015-16 CSEA Tentative Agreement
- g. Resolution #2015-16.06 – Education Protection Account
- h. General Fund 01 Budget Revision
- i. Personnel Assignment Order #2015-2016 #10
- j. March Payroll
- k. ASB Financial Statement

Whitesell – Aye

Yerxa – Aye

Griffith-Garcia – Aye

Bressler – Aye

Forry – Aye

Vote: (Unanimous)

HEARING OF THE PUBLIC FOR
MATTER ON CLOSED SESSION
AGENDA

None.

The Board adjourned to Closed Session at 5:36 PM to consider and/or take action upon any of the following items:

1. Student Matters:

- a. Out of School Suspensions
- b. Inter-District Transfers

2. Personnel Matters:

- a. Public Employment
 - 1. 2015-2016 New Hires

3. Negotiations

Instructions to District Negotiators (Executive Session of School Board and its designated representatives for the purpose of discussing its position regarding matters within the scope of representation and instructing its designated representatives).

The Board reconvened from Closed Session at 6:55 PM. Board President, Kelli Griffith-Garcia reported out that the Board reviewed the Out of School Suspensions and Inter-District Transfers.

ADJOURNMENT

The meeting adjourned at 7:00 PM

Respectfully submitted by Zeba Hone,
Executive Administrative Assistant

Board of Trustees Meeting
April 12, 2016

APPROVED BY:

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street
Colusa, CA 95932

UNOFFICIAL MINUTES
Board of Trustees Board Meeting

April 19, 2016

CALL TO ORDER

The meeting was called to order at 4:15 p.m. in the District Office Board Room by Board President Kelli Griffith-Garcia, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler, Lincoln Forry and Kathie Whitesell. Also in attendance was Superintendent Dwayne Newman..

**HEARING OF THE PUBLIC FOR
ITEMS ON THE AGENDA**

No information was presented.

**INFORMATION / DISCUSSION /
POSSIBLE ACTION ITEMS**
ACTION ITEM #1516164

Motion was made by Terry Bressler, seconded by Lincoln Forry to approve the contract recommendation from CPM for E-rate Funding Year 2016 Cabling Infrastructure Upgrade with AMS.Net, Inc.

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

Vote: (Unanimous)

ACTION ITEM #1516165

Motion was made by Kathie Whitesell, seconded by Terry Bressler to approve the Fire Alarm Projects Agreement with Gray Electric

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

Vote: (Unanimous)

ACTION ITEM #1516166

Motion was made by Kathie Whitesell, seconded by Charles Yerxa to approve the Ag Barn Utilities Agreement with ABS Builders, Inc.

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

Vote: (Unanimous)

Board of Trustees Meeting
April 19, 2016

ACTION ITEM #1516167 Motion was made by Kathie Whitesell, seconded by Charles Yerxa to approve the Revised 2015-16 CSEA Tentative Agreement

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

Vote: (Unanimous)

ACTION ITEM #151668 Motion was made by Kathie Whitesell, seconded by Charles Yerxa to approve a time change for the fourth Tuesday Board meeting.

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

Vote: (5 Nays. Motion fails.)

ADJOURNMENT The meeting adjourned at 4:30 PM

Respectfully submitted by Dwayne Newman,
Superintendent

APPROVED BY:

Colusa Unified School District
Personnel Assignment Order
2015-2016 #11

EMPLOYMENT, RESIGNATIONS, AND OTHER

CERTIFICATED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Status</u>	<u>Salary</u>	<u>Date</u>
Megan Zwald	8 th Grade Girls Basketball Coach			8/17/2016
Jim Imhoff	CHS Girls Tennis Coach			8/17/2016
Carly Kolpin	4 th Grade Teacher	Probationary	\$50,100	8/17/2016
Kaylee Zwald	4 th Grade Teacher	Intern	\$48,331	8/17/2016

Retirement:

Resignation:

Paul Theriault	CHS PE Teacher	Tenure	\$64,808	6/3/2016
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Leaves:

Terminated:

Non-Reelection:

Transfers:

(Requests approved by Superintendent)

CLASSIFIED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Date</u>
Gayle Bradbury	CHS Attendance Clerk/Office Assistant	8/8/2016

Leaves:

Resignation:

Dayana Ambriz	EMS Yard Duty	4/29/2016
Perry Taylor	CHS JV Football Assistant Coach	4/21/2016

Retirement:

Increase of Hours:

Job transfer:

Termination:

COLUSA UNIFIED SCHOOL DISTRICT

TRUSTEES:
MR. LINCOLN FORRY
MR. TERRY BRESSLER
MR. CHARLES YERXA
MRS. KELLI GRIFFITH-GARCIA
MRS. KATHIE WHITESELL

745 TENTH STREET, COLUSA, CA 95932
PHONE: (530) 458-7791 • FAX: (530) 458-4030

DWAYNE NEWMAN
DISTRICT SUPERINTENDENT



Payroll totals for the month of: APRIL 2016

Issued 04/10/2016: (SUP) \$ 18,282.23

Issued 04/29/2016: (EOM) \$ 776,330.69

Monthly total \$ 794,612.92

COLUSA UNIFIED SCHOOL DISTRICT
2015-16 GENERAL FUND 01 BUDGET REVISION
May 10, 2016

J.1.e.

2015-16 BEGINNING BALANCE	1,201,172
LESS AUDIT ADJUSTMENT FOR TITLE I	(103,102)
2015-16 BEGINNING BALANCE (After Audit Adj)	1,098,070
ESTIMATED INCOME	<u>15,014,442</u>
TOTAL INCOME/BEGINNING BALANCE	16,112,512

Resource Code and Program

0000 Increase LCFF funding for P2 Acutal ADA	31,169
3010 Decrease Title I	973
3010 Increase Title I for Audit Adjustment	103,102
4035 Decrease Title II	(1,028)
4201 Increase Title III Immigrant	407
4203 Decrease Title III LEP	(1,033)
6387 Add Career Technical Education Incentive Grant	210,366
REVISED TOTAL INCOME	15,358,398
REVISED TOTAL INCOME + BEGINNING BALANCE	16,559,570

EXPENDITURES

Current Expenditure Budget	15,136,248	
Reserve for Revolving Cash	30,350	
Reserve for Van/Bus Replacement	35,000	
Reserve for Technology	15,000	
Reserve for Curriculum/Textbooks	75,000	
Undistributed Reserve	<u>924,016</u>	<u>1,079,366</u>
		16,215,614

3010 Decrease Title I	973
3010 Increase for SES Audit Adjustment	153,095
4201 Increase Title III Immigrant	407
6387 Add Career Technical Education Incentive Grant	210,366

Revised Expenditure Budget	15,501,089	
Reserve for Revolving Cash	30,350	
Reserve for Van/Bus Replacement	35,000	
Reserve for Technology	15,000	
Reserve for Curriculum/Textbooks	75,000	
Undistributed Reserve	<u>903,131</u>	<u>1,058,481</u>
		16,559,570

PASSED AND ADOPTED this 10th Day of May at a meeting of the Board of Trustees of Colusa Unified School District.

AYES:

NOES:

ABSENT:

Multi-Year Projection Summary - May 10, 2016

INCOME	14/15 ACTUALS	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
8011-8089 TOTAL LCFF	10,874,660	12,405,161	13,107,519	13,596,492	13,658,727
TOTAL FEDERAL REVENUE	514,766	571,564	389,521	389,521	389,521
TOTAL STATE REVENUE	1,015,848	2,097,139	1,235,516	935,516	935,516
TOTAL LOCAL REVENUES	387,830	284,534	185,259	123,076	79,076
TOTAL REVENUES	12,793,104	15,358,398	14,917,815	15,044,605	15,062,840
EXPENDITURES					
TOTAL CERTIFICATED	5,939,658	6,348,954	6,347,849	6,395,256	6,435,589
TOTAL CLASSIFIED	1,847,681	2,101,251	2,181,399	2,207,598	2,235,411
TOTAL BENEFITS	<u>2,620,009</u>	<u>2,995,002</u>	<u>3,208,883</u>	<u>3,374,421</u>	<u>3,542,258</u>
SUBTOTAL SALARIES/BENEFITS	10,407,348	11,445,207	11,738,131	11,977,275	12,213,258
TOTAL BOOKS AND SUPPLIES	770,436	1,589,390	763,407	843,407	843,407
TOTAL TRAVEL, REPAIRS, UTILITIES, INS, OTHER	1,102,341	1,204,149	1,084,442	1,110,899	1,110,899
TOTAL CAPITAL OUTLAY	56,177	460,366	235,000	35,000	35,000
TOTAL SELPA, COMMUNITY SCH, DEBT PYMT	603,624	801,977	930,420	950,045	942,522
TOTAL EXPENDITURES	12,939,926	15,501,089	14,751,400	14,916,626	15,145,086
TOTAL REVENUES LESS EXPENDITURES	-146,822	-142,691	166,415	127,979	-82,246
GENERAL FUND BEGINNING BALANCE	1,347,994	1,098,070	955,379	1,121,794	1,249,773
LESS AMOUNT ABOVE REVENUES LESS EXP	-146,822	-142,691	166,415	127,979	-82,246
Less Reserve for Revolving Cash		-30,350	-30,350	-30,350	-30,350
less Reserves for Van/Bus, Tech, Textbooks		-125,000	-200,000	-275,000	-325,000
UNDISTRIBUTED GENERAL FUND RESERVE	1,201,172	800,029	891,444	944,423	812,177
% UNDISTRIBUTED RESERVE	9.28%	5.16%	6.04%	6.33%	5.36%
AMOUNT ABOVE (-BELOW) 5%	554,176	24,975	153,874	198,592	54,923
TOTAL ADA	1386.33	1403.20	1402.72	1402.72	1402.72
multiply x Average Amount per ADA	\$ 7,844	\$ 8,841	\$ 9,344	\$ 9,693	\$ 9,737
Total LCFF Funding Budgeted	\$ 10,874,660	\$ 12,405,161	\$ 13,107,519	\$ 13,596,492	\$ 13,658,727
% Increase over Prior Year	10.77%	14.07%	5.66%	3.73%	0.46%
ASSUMPTIONS:					
	Add 21 ADA	Same ADA	Same ADA	Same ADA	
		1 New Te Position	No New Staff	No New Staff	
		No New BPS TE	1 Retirement Te		
		+50K MOT	Infinite Campus+30K		
	-153K Title I SES	Add \$47K Supply			
		-25K Nursing			
		new SELPA \$ 4/27			
	800K One Time	300K One Time			
	Loss of \$74K ROP	Loss of \$130K ROP	Loss of \$167K ROP		
8.88% STRS	10.73% STRS	12.58% STRS	14.43% STRS	16.28% STRS	
11.7% PERS	11.847% PERS	13.888 PERS	16.6% PERS	18.2% PERS	
<i>Impact of Minimum Wage Increase for Classified is not budgeted as it is unknown-must be negotiated</i>					

COMBINED RESOLUTION
OF THE GOVERNING BOARD OF THE COLUSA UNIFIED SCHOOL DISTRICT
ORDERING BIENNIAL ELECTION, SPECIFYING THE NUMBER OF WORDS FOR
CANDIDATE'S STATEMENTS, REQUESTING CONSOLIDATION OF THE ELECTION, AND
DETERMINING THE METHOD OF RESOLVING TIE VOTES

RESOLUTION # 2015-16.15

WHEREAS, Education Code Section 5304 requires this Board to order elections held in this District; and

WHEREAS, Education Code Section 5000 provides for a regular biennial election to elect members to the Governing Board of the School District; and

WHEREAS, there will be a total of three (3) offices Elected at Large to be filled at the election, these offices are now held by the following Board members:

Terry Bressler
Lincoln Forry
Kelli Griffith-Garcia

And

WHEREAS, Election Code, Section 10509 and Election Code 13307 requires this Board to fix and determine the number of words that a candidate may submit for his or her candidate's statement and to determine if the District or the candidate will pay the cost of the statement; and

WHEREAS, Education Code, Section 5342 authorizes the consolidation of school district elections with other elections held on the same day by political subdivisions whose boundaries may totally or partially be coterminous within this District; and

WHEREAS, Education Code, Section 5016 requires the District to decide in advance the method to be used in determining the winner of an election when the final vote is tied between two or more candidates.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED:

1. That an election be, and is, ordered to be held on November 8, 2016, for the purpose of electing members to this Governing Board as specified above.
2. That in the case of an election on a measure, this Board will provide wording of the measure as it is to appear on the ballot.
3. That all costs of the candidate's statement be paid by the candidate and that no candidate may submit statement in excess of 200 words.

4. That the candidate shall submit payment to the Elections Department on submission of the candidate's statement.
5. That the County Superintendent of Schools be authorized and requested by copy of this Resolution to consolidate this election with any other election to be held on the same day by political subdivisions whose boundaries are totally or partially contained within this District for the ease and convenience of the voters in casting their ballots and the possible reduction of election costs to this District.
6. That tie votes shall be resolved by drawing lots as authorized by Education Code Section 5016.

PASSED AND ADOPTED THIS 10th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Kelli Griffith-Garcia, Board President

Kathie Whitesell, Board Clerk

INTERQUEST DETECTION CANINES®

of North Valley Counties

**Interquest Detection Canines®
Of North Valley Counties
(INTERQUEST)**

3690 Keefer Road
Chico, CA 95973
Office (530) 899-3197
Fax (530) 899-3197

Colusa Unified School District
(the District)

This shall serve as an agreement by and between Interquest Detection Canines® of North Valley Counties and the DISTRICT for substance awareness and detection services for the period of **August 2016 through June 2017**.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.


INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide **12** ** visits for the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$ **350/visit**. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The District will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regulatory commissions as required.

**INTERQUEST DETECTION CANINES®
Of NORTH VALLEY COUNTIES**


Terry Bogue
President, General Partner

FOR THE DISTRICT:

DATE: 
4/18/16

Please return one (1) copy of this Agreement and your District calendar in the enclosed envelope. Retain the other copy for school files.

******The 12 visits will be provided during the school year. **6 visits to Egling Middle School, and 6 visits to Colusa High School.**

"the recognized leader in detection canines nationwide"

e-mail: interquestnvc@aol.com

website: www.interquestk9.com

COLSUA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2015-16.17

**RESOLUTION FOR THE CLASSIFICATION OF
FUND BALANCES IN GOVERNMENTAL FUNDS**

WHEREAS, the governing board of Colusa Unified School District will adhere to the reporting requirements as set forth by Governmental Accounting Standards Board (GASB) Statement 54 Fund Reporting and Governmental Fund Type Definitions; and

WHEREAS, the District will categorize according to the following components: Nonspendable (including but not limited to, inventory, prepaid), Restricted (external restrictions), Committed (imposed by resolution), Assigned (general intent for specific use) and Unassigned (residual); and

WHEREAS, the governing board further delegates authorization to the Superintendent and/or their designate to identify intended uses of assigned funds; and

WHEREAS, the governing board further establishes the order in which fund balances will be spent when multiple fund balance types are available for a specific purpose, committed, assigned, and lastly unassigned; and

WHEREAS, the District is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted one-time expenditures. The District's Minimum Fund Balance Policy requires a Reserve for Economic Uncertainties consisting of UNASSIGNED amounts equal to no less than prescribed for fiscal solvency review purposes pursuant to Education Code Section 33127. In the event that the balance drops below the established minimum level, the district's governing board will develop a plan to replenish the fund balance to the established minimum level within two years.

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Colusa Unified School District, in accordance with the provisions of GASB 54 adopts the following authorization for fiscal year 2015-16 to comply with the categorization of fund balance as prescribed by GASB Statement 54 as approved by the Superintendent or their designee:

PASSED AND ADOPTED by the Governing Board on May 10, 2016, by the following vote:

AYES:

NOES:

ABSENT:

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 2016.

Clerk of the Governing Board

Associated Student Body Fund

Egling Middle School and Colusa High School

as of May 2, 2016

J.1.i.

Colusa High School

Account	Name of Club	Balance
800	Colusa HS ASB	\$ 1,472.63
801	ASB Football Concessions	\$ -
802	ASB Student Store	\$ 1,380.43
811	Art Club	\$ 942.14
812	Ashland Shakespeare Trip	\$ 1,001.53
820	Block C - Other	\$ -
821	Block C - Baseball	\$ 5,146.52
822	Block C - Boys Basketball	\$ 418.67
823	Block C - Boys Soccer	\$ 176.30
824	Block C - Boys Tennis	\$ 227.14
825	Block C - Cross Country	\$ (83.62)
826	Block C - Football	\$ 823.45
827	Block C - Girls Basketball	\$ 721.61
828	Block C - Girls Soccer	\$ (98.00)
829	Block C - Girls Tennis	\$ 126.98
830	Block C - Golf	\$ (42.46)
832	Block C - Softball	\$ 1,142.24
833	Block C - Track and Field	\$ 4,526.46
834	Block C - Volleyball	\$ 7,456.99
835	Block C - Wrestling	\$ 25.00
836	Block C - JV Boys Basketball	\$ 5.00
847	Class of 2016	\$ 3,143.91
848	Class of 2017	\$ (240.18)
849	Class of 2018	\$ (55.12)
850	Class of 2019	\$ -
860	COLUS Yearbook	\$ 3,994.59
863	CSF	\$ 1,486.32
865	FBLA	\$ 1,005.11
870	FFA	\$ 8,591.43
876	Drama Club	\$ (22.78)
885	Friday Night Live	\$ 122.11
887	Spanish Club	\$ 258.56
888	Spirit Club	\$ 2,700.33
890	Cooking Club	\$ 114.03
892	Science Club	\$ 91.52
TOTAL CHS		\$ 46,558.84

Egling Middle School

950	Egling MS ASB	\$ 1,397.01
955	Club Live	\$ 974.75
960	Kids Can Save	\$ 1,789.41
965	Library	\$ 113.52
985	Sweatshirts	\$ 1,895.43
990	Yearbook	\$ 608.44
995	8th Grade	\$ 751.30
TOTAL EMS		\$ 7,529.86
TOTAL FUND 95 ASB		\$ 54,088.70

2016-2017 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 29, 2016.**

Colusa Unified School District/Governing Board at its May 10, 2016 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2016-2017 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Colusa High School
NAME OF REPRESENTATIVE Eric Lay POSITION Athletic Director
ADDRESS 901 Colus Ave. CITY Colusa ZIP 95932
PHONE 458-2156 FAX 530-458-5783 E-MAIL elay@colusa.k12.ca.us

NAME OF SCHOOL Colusa High School
NAME OF REPRESENTATIVE Darien Brown POSITION Principal
ADDRESS 901 Colus Ave. CITY Colusa ZIP 95932
PHONE 530-458-2156 FAX 530-458-5783 E-MAIL dbrown@colusa.k12.ca.us

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dwayne Newman Signature _____
Address 745 10th St. City Colusa Zip 95932
Phone 530-458-7791 Fax 530-458-4030

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**WILLIAMS UNIFORM COMPLAINT PROCEDURE
QUARTERLY REPORT
COLUSA UNIFIED SCHOOL DISTRICT**

January 1, 2016 TO March 31, 2016

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.

 x 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