

PIERCE HIGH SCHOOL

960 WILDWOOD ROAD, ARBUCKLE, CA 95912
PHONE: (530) 476-2277 • FAX: (530) 476-3285

NICOLE NEWMAN, PRINCIPAL
DON FRIEL, ASSISTANT PRINCIPAL
PERLA DUARTE, COUNSELOR
MICHAEL BARBER, ATHLETIC DIRECTOR

October 18, 2017

Dear Parents, Guardians, and Students:

Please review the School-Parent Compact for Title I in this mailing. It outlines how we can all work together to improve the academic achievement of our students. The signed compact needs to be returned to your child's English teacher no later than October 27th.

SCHOOL-PARENT COMPACT

Pierce High School and the parents of the students participating in activities, services, and programs funded by Title I, Part A of the Elementary and Secondary Education Act (ESEA), agree that this compact outlines how the parents, the entire school staff, and the students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership that will help children achieve the State's high standards.

This school-parent compact is in effect during the 2017-18 school year.

REQUIRED SCHOOL-PARENT COMPACT PROVISIONS

School Responsibilities

Pierce High School will:

Provide high quality curriculum and instruction consistent with California Common Core State Standards to enable participating children to meet the State's Standards and Assessments by:

- using academic learning time efficiently;
- respecting cultural, racial and ethnic differences;
- implementing a curriculum aligned to State Standards;
- offering high quality instruction in all content areas; and
- providing instruction by highly qualified teachers and when this does not occur, notifying parents as required by the No Child Left Behind (NCLB) Act;

Support home-school relationships and improve communication by:

- conducting parent-teacher conferences each semester during which the individual child's achievement will be discussed as well as how this Compact is related;

- convening a Title I Parent Annual Meeting for parents of students participating in the Title I program to inform them of the school's Title I status and funded programs and their right to be involved;
- arranging additional meetings at other flexible times (e.g., morning, evening) and providing (if necessary and funds are available) transportation, child care or home visits for those parents who cannot attend a regular meeting;
- respecting the rights of limited English proficient families to receive translated documents and interpretation services in order to ensure participation in the child's education;
- providing information related to school and parent programs, meetings and other activities is sent to parents of participating children in a format and to the extent practicable in a language that parents can understand;
- involving parents in the planning process to review, evaluate and improve the existing Title I programs, Parent Involvement Policy and this Compact;
- providing parents with timely information regarding performance profiles and individual student assessment results for each child and other pertinent individual school information; and
- ensuring that the Parent Involvement Policy and School-Parent Compact are distributed and discussed with parents each year;

Provide parents reasonable access to staff by:

- Ensure that staff will have access to interpretation services in order to communicate with limited English speaking parents effectively.
- notifying parents of the procedures to arrange an appointment with their child's teacher or other school staff member;
- arranging opportunities for parents to receive training to volunteer and participate in their child's class, and to observe classroom activities; and
- planning activities for parents during the school year

Provide general support to parents by:

- creating a safe, supportive and effective learning community for students and a welcoming respectful environment for parents and guardians;
- assisting parents in understanding academic achievement standards and assessments and how to monitor their child's progress by providing professional development opportunities (times will be scheduled so that the majority of parents can attend);
- sharing and communicating best practices for effective communication, collaboration and partnering will all members of the school community;
- supporting parental involvement activities as requested by parents; and
- advising parents of their right to file a complaint under the Department's General Complaint Procedures and consistent with the No Child Left Behind Title I requirement for Elementary Secondary Education Act (ESEA) and Title I programs;

Parent Responsibilities

We, as parents, will support our children's learning in the following ways:

Describe the ways in which parents will support their children's learning, such as:

- Monitoring attendance.
- Ensuring that homework is completed.
- Monitoring amount of television children watch.
- Participating, as appropriate, in decisions relating to my child's education.
- Promoting positive use of my child's extracurricular time.
- Staying informed about my child's education and communicating with the school by promptly reading all notices from the school or the school district either received by my child or by mail and responding, as appropriate.
- Serving, to the extent possible, on policy advisory groups, such as being the Title I, Part A parent representative on the school's School Improvement Team, the Title I Policy Advisory Committee, the District-wide Policy Advisory Council, the State's Committee of Practitioners, the School Support Team or other school advisory or policy groups.

Student Responsibilities

We, as students, will share the responsibility to improve our academic achievement and achieve the state's high standards. Specifically, we will:

Describe the ways in which students will support their academic achievement, such as:

- Do my homework every day and ask for help when I need it.
- Read at least 30 minutes every day outside of school time.
- Give my parents or the adult who is responsible for my welfare all notices and information received by me from my school every day.

School

Date

Parent

Date

Student

Date

Title I School-Level Parental Involvement Policy Pierce High School/Arbuckle Alternative High School

Pierce High School/ Arbuckle Alternative High School has developed a written Title I parental involvement policy with input from Title I parents. Pierce High School/ Arbuckle Alternative High School is a School Wide Title I program. This policy was developed through the School Site Council which is composed of parents. The policy is distributed to the students at the beginning of the school year.

Pierce High School/ Arbuckle Alternative High School's policy describes the means for carrying out the following Title I parental involvement requirements. *[Title I Parental Involvement, 20 USC 6318(a)-(f)]*

Involvement of Parents in the Title I Program

Pierce High School/ Arbuckle Alternative High School does the following: Convenes an annual meeting to inform parents of Title I students of the Title I requirements and their rights to be involved in the Title I program.

Offers a flexible number of meetings (School Site Council, Annual Title I, etc.):

- Meetings are publicized well in advance.
- If parents are unable to attend meetings, they can request the information and request to meet with the principal on the meeting topic.

Involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of its Title I programs and the Title I parental involvement policy through the School Site Council's review of Single Plan for Student Achievement each fall. The Parent Involvement policy is reviewed and updated by the School Site Council each fall as well.

Provides parents of Title I students with timely information about Title I programs:

- Information regarding Title I programs is provided to parents at the Annual Title I meeting.

Provides parents of Title I students with an explanation of the curriculum, assessments, and proficiency levels students are expected to meet:

- Parents are provided this information during Back-to-School Night classroom presentations and during parent conferences.

Provides parents of Title I students, if requested, with opportunities for regular meetings to participate in decisions relating to the education of their children:

- Parents may request a meeting at any time with their child's teacher or the principal.

School-Parent Compact

Pierce High School/ Arbuckle Alternative High School has jointly developed with and distributed to parents of Title I students a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It also describes how the school and parents will develop a partnership to help children reach proficiency on the California content standards. The school-parent compact describes the following items in addition to items added by parents of Title I students:

- The school's responsibility to provide high-quality curriculum and instruction.
- The parents' responsibility to support their children's learning.

The importance of ongoing communication between parents and teachers through, at least, annual conferences, reports on student progress, access to staff, and opportunities to volunteer and participate in and observe the educational program.

- The compact was developed jointly with the School Site Council and staff
- The compact is reviewed annually by the School Site Council and updated as needed.

Building Capacity for Involvement

Pierce High School/ Arbuckle Alternative High School engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school does the following: Assists Title I parents in understanding academic content standards, assessments, and how to monitor and improve the achievement of their children.

During Back-to-School Night, content standards and assessments are explained to parents in English and Spanish.

Educates staff, with the assistance of Title I parents, in the value of parent contributions and how to work with parents as equal partners.

- Principal addresses this element with staff at the beginning of the school year and prior to parent conferences

Coordinates and integrates the Title I parental involvement program with other programs and conducts other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.

Distributes to Title I parents information related to school and parent programs, meetings, and other activities in a form and language that the parents understand. All correspondence is sent home to parents in both English and Spanish

Accessibility

Pierce High School/ Arbuckle Alternative High School provides opportunities for all Title I parents to participate, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. This includes providing information and school reports in a form and language parents understand.

- All information and reports sent home are in both English and Spanish
- Translation is available at all times
- English and Spanish meetings held separately whenever possible
- Provide child care during trainings

**TCIP Participants and Mentors
2018/19 School Year**

AES

<u>1st Year TCIP</u>	<u>TCIP Teacher</u>	<u>Mentor</u>
	1. Hallie Ochoa	Haley Leue

AES

<u>2nd Year TCIP</u>	<u>TCIP Teacher</u>	<u>Mentor</u>
	1. Alena Anberg	Megan Hall
	2. Katherine Moresco	Molly Conrado

JJH

<u>1st Year TCIP</u>	<u>TCIP Teacher</u>	<u>Mentor</u>
	1. Jonah McInnis	Scott Burnum
	2. Kyle Teramoto	Julie Dillard

JJH

<u>2nd Year TCIP</u>	<u>TCIP Teacher</u>	<u>Mentor</u>
	1. Christine Dyer	Amy Hannon-Korynta

PHS

<u>1st Year TCIP</u>	<u>TCIP Teacher</u>	<u>Mentor</u>
	1. Samantha Post	Michael Phenicie

PHS

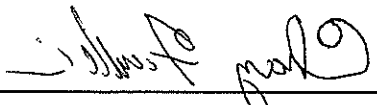
<u>2nd Year TCIP</u>	<u>TCIP Teacher</u>	<u>Mentor</u>
	1. Sean Gallagher	Scott Burnum
	2. Max Struble	Amy Kuykendall
	3. Nicholas Green	Amy Kuykendall

AES Intern

<u>Intern Teacher</u>	<u>Mentor</u>
Erica Pina-Munoz	Lisa Burnum

PHS Intern

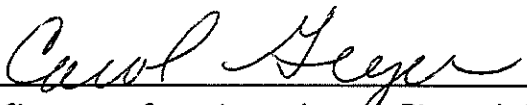
<u>Intern Teacher</u>	<u>Mentor</u>
1. David Coorough	Troy Geierman



5/29/18

Signature CTA President, Pierce Joint Unified School District

Date



5/29/18

Signature Superintendent, Pierce Joint Unified School District

Date



Teacher Consent Form

PURPOSE: Pursuant to the Education Code or Title 5, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

District: Pierce Joint Unified School District School Year: 2018/2019


School Site: Johnson Junior High School Grade Level: 7th

Teacher: Christine Dyer SS#: xxx-xx-5244

Credential Held: Preliminary Single Subject – AG

1. Assignment: Academic Advancement Legal Authorization per EC or T5: T5 80005(b)

I mutually agree and consent to this assignment.

Teachers Signature:  Date: 5/14/18

Printed/Typed Name: Christine Dyer



Teacher Consent Form

PURPOSE: Pursuant to the Education Code or Title 5, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

District: Pierce Joint Unified School District School Year: 2018/2019

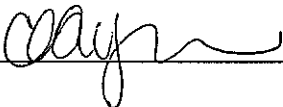
School Site: Johnson Junior High School Grade Level: 7th

Teacher: Christine Dyer SS#: xxx-xx-5244

Credential Held: Preliminary Single Subject – AG

1. Assignment: Science Legal Authorization per EC or T5: T5 80005(a)

I mutually agree and consent to this assignment.

Teachers Signature:  Date: 5/14/18

Printed/Typed Name: Christine Dyer



Teacher Consent Form

PURPOSE: Pursuant to the Education Code or Title 5, provides written documentation that the District obtained the teacher's consent prior to making assignment(s) outside of the teacher's current credential authorization.

District: Pierce Joint Unified School District School Year: 2018/2019

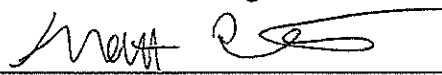
School Site: Johnson Junior High School Grade Level: 7

Teacher: Matthew Peterson SS#: xxx-xx-4899

Credential Held: Preliminary Single Subject: Social Science (Examination)

1. Assignment: Academic Advancement Legal Authorization per EC or T5: T5 80005(b)

I mutually agree and consent to this assignment.

Teachers Signature:  Date: 06/05/18

Printed/Typed Name: Matthew Peterson

PIERCE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION #17/18-21

**RESOLUTION REGARDING THE
2018/19 EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Pierce Joint Unified School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Pierce Joint Unified School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 21, 2018.

Board Member

Board Member

Board Member

Board Member

Board Member

Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Pierce Joint Unified School District
2018/19 Estimated EPA
Expenditures through: June 30, 2019
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	1,922,949.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		1,922,949.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	1,922,949.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,922,949.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

PIERCE JOINT UNIFIED SCHOOL DISTRICT
Arbuckle, California

RESOLUTION #17/18-22

**AUTHORIZATION FOR THE DISTRICT AND/OR COLUSA
COUNTY OFFICE OF EDUCATION TO MAKE
YEAR END BUDGETARY ADJUSTMENTS**

WHEREAS, there is a need for budgetary transfers at the end of each school year;

NOW THEREFORE, BE IT RESOLVED, that (Pursuant to Education Code Section 42601), this District hereby authorizes the District and/or Colusa County Office of Education to “make such transfers between the undistributed reserve and any expenditure classification(s) or balance any expenditure classifications of the budget” for Pierce Joint Unified School District as are necessary to permit the payment of obligations incurred during the 2017/18 school year.

PASSED AND ADOPTED on June 21, 2018 at the Regular meeting of the Board by the following vote:

Ayes:

Noes:

Absent:

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed and adopted at a regularly called and conducted meeting held on said date.

President/Clerk of the Governing Board
Pierce Joint Unified School District

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
2017-18 BUDGET REVISION
June 21, 2018**

RESOLUTION #17/18-23

General Fund

2017-18 Beginning Balance	\$7,894,674
Estimated Income	<u>15,916,745</u>
Total Income + Beg. Balance	23,811,419

REVENUES:

Resource # and Description

0000 0000 Unrestricted
Reduce contribution to Sp Ed-excess cost
Reduce LCFF Calculation

	<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
	8,068,019	52,004	8,120,023
53,213			
(1,209)			
<u>\$52,004</u>			
1400 EPA	1,876,384	78,452	1,954,836
6387 CTEIG-Increase	60,482	62,187	122,669
6500 Special Ed - Excess Cost	837,660	(53,213)	784,447
0000 Donations	7,019	22,281	29,300
Revenue Revision		161,711	
Revised Revenue		<u>16,078,456</u>	
Revised Revenue + Beg. Balance		<u><u>23,973,130</u></u>	

EXPENDITURES

Resource # and Description

0000 Unrestricted
 1400 EPA
 6387 CTEIG-Increase
 6500 Special Ed - Excess Cost
 0000 Donations

	<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
	9,948,788	76,000	10,024,788
1400 EPA	1,876,384	78,452	1,954,836
6387 CTEIG-Increase	60,482	62,187	122,669
6500 Special Ed - Excess Cost	837,660	(53,213)	784,447
0000 Donations	7,019	22,281	29,300
Expenditure Revision		185,707	
Total Current Expenditures		<u>19,477,942</u>	
Revised Expenditure Budget		<u><u>19,663,649</u></u>	

2017-18 Beginning Balance	\$7,894,674
+Total Revised Revenue	16,078,456
Less Revised Expenditure Budget	<u>(19,663,649)</u>
Estimated Ending Fund Balance	<u><u>\$4,309,481</u></u>

Cafeteria Fund

2017-18 Beginning Balance \$70,856
 Estimated Income 728,321
 Total Income + Beg. Balance 799,177

<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
728,321	37,551	765,872

Revenue Revision 37,551
 Revised Revenue 765,872
 Revised Revenue + Beg. Balance 836,728

<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
758,321	0	758,321

Expenditure Revision 0
 Total Current Expenditures 758,321
 Revised Expenditure Budget 758,321

REVENUES:

5310 Child Nutrition - increase

EXPENDITURES

5310 Child Nutrition

2017-18 Beginning Balance-Fund 13 \$70,856
 +Total Revised Revenue 765,872
 Less Revised Expenditure Budget (758,321)
 Estimated Ending Fund Balance-Fund 13 \$78,407

PASSED AND ADOPTED this 21st day of June 2018 at a meeting of the Board of Trustees of Pierce Joint Unified School District.

AYES:
 NOES:
 ABSENT:

 Carol Geyer, Superintendent

 Date

District: Pierce Joint Unified School District
 CDS #: 61614

Adopted Budget
2018-19 Budget Attachment

RESOLUTION #17/18-24: Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances		
Form	Fund	2018-19 Budget
01	General Fund/County School Service Fund	\$4,406,316.00
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$1,073.00
Total Assigned and Unassigned Ending Fund Balances		\$4,407,389.00
District Standard Reserve Level		3%
Less District Minimum Reserve for Economic Uncertainties		\$491,492.00
Remaining Balance to Substantiate Need		\$3,915,897.00

Objects 9780/9789/9790

Form 01

Form 17

Form 01CS Line 10B-4

Form 01CS Line 10B-7

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
Form	Fund	2018-19 Budget	Description of Need
01	General Fund/County School Service Fund	\$1,587,406.00	Facility Needs
01	General Fund/County School Service Fund	\$300,000.00	Technology
01	General Fund/County School Service Fund	\$400,000.00	Deferred Maintenance
01	General Fund/County School Service Fund	\$268,512.00	Set aside for Textbook Adoptions
01	General Fund/County School Service Fund	\$140,000.00	Café Vans/Bus/Suburban/Vehicle Replacement
01	General Fund/County School Service Fund	\$883,979.00	Board Fund Balance Policy requiring available reserves of at least 5% of total unrestricted general fund expenditures and recommended one year LCFF growth reserve
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$336,000.00	Bus Replacement
Total of Substantiated Needs		\$3,915,897.00	

Remaining Unsubstantiated Balance \$0.00 Balance should be Zero

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

**Memorandum of Understanding
Between the Pierce Joint Unified School District
And the Pierce Joint Unified Educators Association**


May 17, 2018

**PJUEA Proposals to Make Full-day Kindergarten and TK
the Best They Can Be for Our Students in 2018-2019**

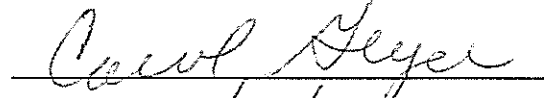
Article 10.1.4.1 Kindergarten language states "Student (instructional) contact time of not more than 280 minutes." The Association will again agree to increasing those minutes to 300 minutes per day in the 2018-19 school year, with the following provisions:

1. The District will provide a substitute teacher for each Kindergarten and TK teacher for one day once a trimester, to work on report card testing.
2. The Kindergarten and TK teachers will be provided an hour of collaboration six times during the school year as part of the Wednesday minimum days.
3. If at any time during the 2018-2019 school year, any of these need adjustments based on student and teacher needs, the parties will meet to take care of those items.
4. In the Spring of 2019, the full day program will be evaluated by all Kindergarten and TK teachers, Paraprofessionals and the District administration to make needed changes before planning for the 2019-2020 school year.
5. The District and Association bargaining teams will negotiate this issue to incorporate it into the Collective Bargaining Agreement when negotiating the 2018-2019 contract.

For the Association:


Date: 5/17/2018

For the District:


Date: 5/17/18

2018-2019 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, 2018.**

Pierce Joint Unified School District School District/Governing Board at its June 21, 2018 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2018-2019 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL Pierce High School
NAME OF REPRESENTATIVE Michael Barber POSITION Athletic Director
ADDRESS 960 Wildwood Road CITY Arbuckle ZIP 95912
PHONE (530) 476-2277 FAX (530) 476-3285 E-MAIL mbarber@pierce.k12.ca.us

NAME OF SCHOOL Pierce High School
NAME OF REPRESENTATIVE David Vujovich POSITION Principal
ADDRESS 960 Wildwood Road CITY Arbuckle ZIP 95912
PHONE (530) 476-2277 FAX (530) 476-3285 E-MAIL dvujovich@pierce.k12.ca.us

NAME OF SCHOOL Pierce High School
NAME OF REPRESENTATIVE Donald Friel POSITION Vice-Principal
ADDRESS 960 Wildwood Road CITY Arbuckle ZIP 95912
PHONE (530) 476-2277 FAX (530) 476-3285 E-MAIL dfriel@pierce.k12.ca.us

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 Carol Geyer Signature 
 Address P.O. Box 239 City Arbuckle Zip 95912
 Phone (530) 476-2892 Fax (530) 476-2289

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

LEA name:

Pierce Joint Unified School District

CDS code:

06-61614-0000000

Link to the LCAP:

(optional)

[Provide link.]

For which ESSA programs will your LEA apply?

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A

Student Support and Academic Enrichment Grants

(NOTE: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

Title I, Part A
Title II, Part A
Title III, Part A
Title IV, Part A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The district's strategy is to utilize the federal funds for services provided above and beyond base services in order to support students' achievement toward college, career and lifelong learning.

Title I funds will be utilized for instructional coaches, a reading specialist and a library clerk. It is proven that effective teachers have the largest impact on student achievement. Our district has over 70% of its student population qualifying for free or reduced priced meals. These students are in need of the most effective teachers. By utilizing federal funds for instructional coaches, they are able to work side-by-side with teachers to improve instruction by providing resources, feedback, staff development and lesson modeling. The reading specialist is able to provide intensive reading instruction to our most vulnerable, needy students during the school day. The library clerk allows for our school libraries to be open before, during and after school during the regular school year and limited hours in the summer to provide access to books for students at their reading levels as well as access to computers in the library to take quizzes on books read in order to earn points toward incentives to motivate students and encourage the love of lifelong reading. Title II and Title IV funds will be transferred into Title I to cover the services outlined for Title I usage.

Title III funds will be utilized to provide English Language Development (ELD) teachers at the elementary schools that are above and beyond the minimum requirement of schools. Regular classroom teachers provide both integrated and designated ELD to all English Learners in their core classroom. Students not growing in their language proficiency and needing even more intensive language development receive additional ELD time from the ELD teacher. One of the ELD teachers also provides staff development to regular classroom teachers on English Learner standards and strategies. The district makes a contribution to Title III to cover the salaries of the two ELD teachers providing this supplemental service at the elementary schools. Gains have been realized utilizing this strategy.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The district works to align its federally funded activities with its state and local funds.

Title I funds are allocated to the salaries of instructional coaches, a reading specialist and a library clerk. Each of these federally funded services aligns with the district's first goal of its LCAP, 'students will graduate high school being college and career ready'. Resources needed to support these positions come from state and local funds. Resource examples include money for staff development, curriculum, library books and a computer-based reading incentive program.

Title III funds are allocated to the salaries of English Language Development teachers. This is aligned also to goal one of the LCAP, 'students will graduate high school being college and career ready'. Additional state and local funds are utilized to pay for staff development for English Language Development. All curriculum for the ELD standards is part of the core program funded using local and state money. These ELD teachers are in addition to the classroom teachers that are teaching both integrated and designated ELD to EL students in their regular core classroom.

Title II and IV funds will be transferred to Title I.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (<i>as applicable</i>)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 (<i>as applicable</i>)

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 (<i>as applicable</i>)

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (<i>as applicable</i>)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pierce Joint Unified School District does not demonstrate disparities in its educator equity data due to the fact that there is only one middle school, one high school and two elementary schools, one with a student population of a little over 600 students and one with a student population of 52 students. The three teachers at the 52 student population school are each considered effective and experienced and that school has the highest percentage of low-income and minority students compared to the other elementary school.

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

ESSA Section 1112(b)(3) is N/A for Pierce Joint Unified School District because it has no identified schools.

- The district's parent involvement policy recognizes parents as their child's first teacher and that parent involvement contributes to greater student achievement and a positive school

environment. The parent involvement policy states that the district will seek parent/guardian input and that goals and strategies for parent involvement will be included in the local control and accountability plan. Evaluation of the policy on an annual basis is included in the policy as well. The policy was developed jointly with input from each of the School Site Councils in the district. The policy is distributed each year as part of the Parent/Student district handbook. School sites distributed their site parent involvement plans at the beginning of each school year.

- At each school site's Back To School Night, teachers review the grade level content standards and expectations with parents. During Parent/Teacher conferences, teachers review state and local assessment results with parents. At the middle and high school levels, parents are encouraged to utilize the student information parent portal to access their child's assignment completion and grades.
- At the elementary schools, parent nights are held that teach strategies to parents on how to help with improving their child's reading ability. Every year, the district offers parent workshops on ways to support their children, including the Parent Institute for Quality Education (PIQE) program.
- Every year before the first parent/teacher conferences are held, staff, including teachers and translators are trained on strategies of working with and valuing the contributions of parents. Principals continually encourage teachers to directly reach out to parents to communicate about students.
- The district coordinates and integrates parent involvement programs and activities with other Federal, State and local programs by inviting all parents to events or trainings offered regardless of the funding source.
- All communication to parents, including letters, memos and phone calls, is in an understandable format and in a language parents understand. The district has a certified bi-lingual clerk that does the district translations to ensure this is taking place. Feedback is received each year from the District English Language Advisory Committee on how the district is doing in this area.
- Parent requests for additional parent involvement activities can be made directly to the school sites and during parent advisory meetings at the site and district levels. Reasonable requests for such activities are generally granted.
- Parents and family members are provided opportunities for informed participation by being able to attend the Annual Title I meetings and participating in the local control and accountability plan (LCAP) input sessions offered to parents, families and community members during evening meetings. These meetings provide information in understandable languages and formats, including a simpler breakdown of actions/services in the LCAP.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

All of Pierce Joint Unified School District's schools operate as Schoolwide Programs. There are no institutions for neglected or delinquent children or community day school programs in our district.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pierce Joint Unified School District does not receive McKinney-Vento Homeless funds; however, the district immediately will enroll a homeless student. As a district, attendance of homeless students is monitored for patterns of chronic absenteeism, and if a pattern arises, a counselor meets with the student and/or the student's parent to resolve barriers to attending school. Transportation is provided to and from school for our homeless students through regular school bussing routes. Our district's homeless youth coordinator is a prevention/intervention counselor for the district and part of her duties are to support the success of homeless youth and garner resources where and as needed.

Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pierce Joint Unified does not have its own preschool program, but a transition plan is in place for those preschoolers who attend county and state preschool programs. In the spring prior to preschoolers entering into transitional kindergarten or kindergarten, preschool teachers bring their preschoolers to the elementary school campus for a visit. The preschoolers get to see the classroom spaces and the school campus. Another transition component is that preschool teachers

and transitional kindergarten and kindergarten teachers meet together as a group to discuss the incoming students. They also talk to one another about curriculum expectations.

Pierce Joint Unified has one middle school and all of those middle school students transition to the same high school. The high school academic counselor and the college and career technician meet with eighth grade students during the spring of their eighth grade year to discuss options at the high school. Students turn in their course requests and receive their course assignment for high school by attending the high school's Open House in the spring before their high school year. During the summer, the high school counselor meets individually with each incoming freshman and parent to discuss graduation and a-g requirements. At the end of the summer, prior to the first day of school, the high school holds an orientation for all incoming freshmen.

For transitions from high school to higher education, employers and other local partners, the district utilizes many strategies. The high school offers dual enrollment courses in conjunction with Woodland Community College. Every freshman is enrolled in a year-long, Get Focused, Stay Focused Course in which students develop a 10-year plan and are able to identify their interests and skills. During their advisement period over the course of their following three years, students continually update their plan. The high school has an agricultural advisory committee with members from local business and industry that give advice to the school in terms of skills they would like to see students graduating with that would serve them in the work force.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district will use Title I funds to pay for a library clerk at the elementary and middle schools. By giving students more time to access the library book collection and increase the amount they read, academic achievement will be improved.

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A to our district

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Address the provision here]

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Title II funds will be transferred to Title I.

Pierce Joint Unified School District offers ongoing professional growth for its teachers, principals, vice principals and counselors. All beginning teachers and administrators are enrolled in an induction program to clear their credentials. District teachers serve as mentors to the beginning teachers. The mentors receive training that builds their capacity to support beginning teachers. This training also advances their own learning that can serve them in becoming more effective teachers. On a monthly, systematic basis, teachers receive staff development around the content standards, including English Language Development, math, Next Generation Science Standards, English Language arts and social science. Instructional coaches and lead teachers provide the training. Teachers who are sent to content trainings also come back and teach the staff. Veteran teachers have the opportunity to participate in reflective coaching with instructional coaches utilizing videotaping of actual classroom lessons. These teachers set growth goals around classroom instruction and work with the coach until they have met that goal as evidenced by their lesson video. Other opportunities for professional growth and improvement include release time for teachers to work in grade level and content area teams, including vertical articulation in grades 7-12 by content. Book study opportunities are available to teachers facilitated by the literacy instructional coach. Counselors and administrators are able to participate in pertinent ongoing training in areas specific to their needs. The district measures its professional growth and improvement on the basis of student assessment results, staff survey

feedback, and school climate surveys. These same tools are utilized to set staff development priorities for the following school year.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district will be transferring Title II funds to Title I. These funds will be utilized to support the salary of the instructional coaches who provide coaching to teachers and staff development to ALL 5 of the school sites in the district.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pierce Joint Unified School District utilizes data from student assessment results, staff survey feedback including teachers, principals and classified staff, student and parent school climate surveys and stakeholder meeting input to evaluate its staff development program on an annual basis. Meaningful consultation occurs during the LCAP stakeholder meetings. Principals and/or the superintendent facilitate the stakeholder meetings with teachers, parents, students, community members and classified staff. These consultations happen during School Site Council meetings, District English Learner Advisory Committee meetings, site English Learner Advisory Committee meetings, Agricultural Advisory Committee meetings, site staff meetings, classified union meetings, teacher union negotiation meetings, and Annual Title I meetings.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pierce Joint Unified School District provides ongoing professional learning for its staff. The district's ELD Coordinator belongs to the regional support network for English Learner Support offered through the Sacramento County Office of Education. She attends the ongoing trainings there. Her role is to come back to the district to train staff. Early release time is built into the instructional schedule at every school in the district which allows for professional learning to take place every Wednesday from 2:30-4:30. One Wednesday a month is dedicated to professional learning in regards to supporting English Learners. These professional learning topics include: deepening the teachers' knowledge of the ELD standards along with the ELA content standards, collaborative planning time utilizing the ELD adopted curriculum, increasing teachers' EL strategy repertoire allowing for students to more easily access subject matter content, and interpreting assessment data for EL students and making instructional adjustments based on the data. The literacy coach is a trainer for these professional learning opportunities as well. Site principals are engaged in the trainings so that they are able to follow up observations in teachers' classrooms and provide feedback on their teaching to English Learners.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pierce Joint Unified will provide enhanced instructional opportunities for immigrant children and youth by providing parent training through the Parent Institute on Quality Education (PIQE). Specific outreach to Immigrant parents to be participants in this training will be done. Immigrant parents will be called by telephone to recruit their participation in the training.

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In self-contained classrooms, English learners receive both designated and integrated core English Language Development from the classroom teacher utilizing the state adopted English Language Arts curriculum with the ELD curriculum companion for the ELA program. For English Learners, including long-term English Learners, who are not making adequate progress in the classroom with the core program, they receive additional, supplemental English language development from an ELD teacher. The ELD teacher utilizes the grade level, state adopted ELD curriculum program too. Data from the state language assessment has shown an increase in language acquisition scores for these schools receiving this supplemental ELD time. The parent stakeholder group of the District English Learner Advisory Committee recommending the continuation of this use of Title III funds. The district makes a

contribution to Title III for the purpose of being able to fund two ELD teachers at the elementary schools for these supplementary services.

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

At the beginning of each school year, professional learning time is set aside for teachers to look at the student data for the students they are teaching. Teachers identify who their English Learners are and analyze the most recent state language assessment results and compare those results to prior year results. This data is then used by the instructor to determine an instructional plan for that student, particularly for designated English Language Development time in the classroom. Besides, language assessment data, teachers look at state and local assessment data of the academic content standards for the students they teach to get a full understanding of each students' performance and level of understanding.

Teachers create spreadsheets of this data. The teachers then use local assessment data, such as NWEA data for math and language arts and reading inventory scores to monitor student progress throughout the school year. Students, with the help of the classroom teacher, set goals for themselves utilizing the local data so they can track their own growth.

Students not making adequate progress in language development will be provided additional English Language Development time in their school day. A reading specialist, paid with Title I funds, is available for support to students struggling in reading. In classrooms, teachers provide individualized support to students in their classrooms. After school interventions are available to students as well. The district provides late bus routes to ensure students are able to access these after school services.

Principals provide data reports to the school board three times per year. Two of the times they are reporting local data and state data is presented one time during the year, which includes state language assessment data and academic content assessment data.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Title IV funds will be transferred to Title I

Citizens' Bond Oversight Committee Members

Committee Member	Active Member of a Business Organization	Active Member of Senior Citizen Group	Active Member of Taxpayer Organization	At-Large Member of the Public	Parent with Child(ren) Currently Enrolled in District	Active Parent Member which is also active in a Parent/Teacher Organization
Ariel Alonso				X	X (1 student at PHS)	X (PHS Parent's Club)
Michael Doherty	X (Grindstone Wines LLC, Chamisal Creek Ranch LLC, Doherty Brothers, Doherty Farms LLC,)			X	X (1 student at PHS)	
Barbara Scheimer		X (CaIRTA)		X		

Pierce Joint Unified School District
Instructional Materials

BOARD DECLARATION
SURPLUS EDUCATIONAL MATERIALS

Date: May 11, 2018

Subject: Home Economics Viking sewing machines (18)

Comments: The sewing machines have been taking up space in my room and have not been used since I started at PHS.

Educational Impact: Sewing has not be part of the curriculum since 2012 and Home Economic has not been offered since 2014.

Financial Impact: 0 (as they will not be replaced)

Recommendation: It is recommended that the Board of Education declare and approve the sale, donation, and/or disposal of obsolete

Submitted by:



Erin Sweet

2018-19 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

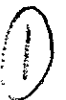
Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Carol Geyer
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/21/2018

*****Warning*****

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2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Carol Geyer
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/21/2018
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2018-19 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP	06/25/2018
Charter Schools Enter the adoption date of the charter school LCAP	
Authorized Representative's Full Name	Carol Geyer
Authorized Representative's Title	Superintendent

*****Warning*****

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2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/21/2018
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Juan Manuel Garcia
DELAC review date	04/09/2018
Meeting minutes web address	
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant)	Yes
ESSA Sec. 1111 et seq. SACS 3010	
Title II, Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104 SACS 4035	
Title III English Learner	Yes
ESEA Sec. 3102 SACS 4203	
Title III Immigrant	Yes
ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student Support)	Yes

*****Warning*****

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2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESSA Sec. 1112(b) SACS 4127	
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*****Warning*****

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2018-19 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Estimated English learner per student allocation	\$99.05
Estimated English learner student count	484
Estimated English learner entitlement amount	\$47,940

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$0
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$47,940
Parent, family, and community engagement	\$0
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs)	\$0
Total budget	\$47,940

*****Warning*****

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2018-19 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Estimated immigrant per student allocation	\$92.35
Estimated immigrant student count	17
Estimated immigrant entitlement amount	\$1,570

<H4>Note: Eligibility criteria</h4>

An LEA which has 21 or more eligible immigrant students, or has experienced a significant increase of two percent or more in eligible immigrant students enrollment in the current year compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$1,482
Direct administration costs (Amount should not exceed 2% of the estimated entitlement)	\$0
Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs)	\$88
Total budget	\$1,570

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2017-18 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through June 30, 2018.

CDE Program Contact:

Melissa Flatt, Teacher and Leader Policy Office, mflatt@cde.ca.gov, 916-324-5689

2017-18 Title II, Part A entitlement	\$41,966
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Professional Development Expenditures

Professional development for teachers	\$39,606
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$2,360
Total funds transferred out of Title II, Part A	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$41,966
2017-18 Unspent funds	\$0

*****Warning*****

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2017-18 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through June 30, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized English Learners Sub-grantee Activities

- Required**
 Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
 Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

- Authorized**
- (1) Upgrading program objectives and effective instruction strategies.
 - (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
 - (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
 - (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
 - (5) Improving the English language proficiency and academic achievement of English learners.
 - (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.
 - (7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2017-18 Title III English learner entitlement	\$47,260
Transferred-in amount	\$0
2017-18 Total allocation	\$47,260
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$39,302
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$7,031
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administration costs (Amount cannot exceed 2% of the entitlement)	\$0
Indirect costs	\$927
Total year-to-date expenditures	\$47,260
2017-18 Unspent funds	\$0

*****Warning*****

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2017-18 Title V, Part B, Subpart 2 RLIS Activity Report

Identify how Title V, Part B, Subpart 2 RLIS grant funds were used by the LEA.

CDE Program Contact:

Susan D.S. Myers, Regional Support and Awards Office, sumyers@cde.ca.gov, 916-319-0652
 Karmina Barrales, Regional Support and Awards Office, KBarrales@cde.ca.gov, 916-327-9692

RLIS funds expended	Yes
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Allowable Activities

Check all boxes that apply to the LEA's participation in the RLIS program.

Activities authorized under Title I, Part A Improving basic programs operated by local educational agencies.	Yes
Activities authorized under Title II, Part A Supporting Effective Instruction.	No
Activities authorized under Title III Language instruction for English learner and immigrant students.	No
Activities authorized under Title IV, Part A: Student Support and Academic Enrichment.	Yes
Parental involvement activities	No

*****Warning*****

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2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Cathy
Homeless liaison last name	Lopez
Homeless liaison title	Prevention and Intervention Counselor
Homeless liaison e-mail address (format: abc@xyz.zyx)	clopez@pierce.k12.ca.us
Homeless liaison telephone number (format: 999-999-9999)	530-476-2892
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.00

*****Warning*****

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2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383

Homeless Liaison Training Information

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	11/17/2016
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2017-18 Title I, Part A entitlement	\$281,151
2017-18 Title I, Part A direct or indirect services to homeless children reservation	\$50
Amount of 2017-18 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
Homeless services provided (Maximum 500 characters)	
No expenditures or encumbrances comment	Homeless services and expenditures were provided with district general funds.

*****Warning*****

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(12)

2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, lwheeler@cde.ca.gov, 916-319-0383

Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)

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2016-17 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2016 through June 30, 2018.

CDE Program Contact:

Melissa Flatt, Teacher and Leader Policy Office, mflatt@cde.ca.gov, 916-324-5689

2016-17 Title II, Part A entitlement	\$40,463
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Professional Development Expenditures

Professional development for teachers	\$37,584
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	\$2,879
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$40,463
2016-17 Unspent Funds	\$0

*****Warning*****

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2016-17 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized English Learners Sub-grantee Activities

- Required**
 Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
 Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

2016-17 Title III English learner entitlement	\$49,696
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$42,306
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$6,786
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$604
Total year-to-date expenditures	\$49,696
2016-17 Unspent funds	\$0

*****Warning*****

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15

2016-17 Title III Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2018.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2016-17 Title III immigrant entitlement	\$5,101
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$4,815
Administrative and indirect costs	\$286
Total year-to-date expenditures	\$5,101
2016-17 Unspent funds	\$0

*****Warning*****

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Program Grant Management System (PGMS)

Pierce Joint Unified (131 - Secondary)

2018-19 Application

Section I - State Assurances and Certifications

Allocation Amount	\$10,354.00
Budgeted Amount	\$10,354.00
Indirect Amount	\$493.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 25, 2018 5:00 PM
Application Status	Submitted For Review on May 21 2018
Fiscal Activity	No Activity
Certified Claims	
Signed GAN Received by CDE	GAN has not been processed or sent to LEA

* Subject to change based on Capital Outlay and actual expenditures

Certifications Sign-off

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; Every year, the LEA must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- [California Department of Education General Assurances](#)
- [Drug Free Workplace Certification](#)
- [U.S. Department of Education Debarment and Suspension](#)
- [U.S. Department of Education Lobbying](#)
- [Perkins IV Assurances and Certifications](#)
- [2018-19 Grant Conditions](#)

LEA Sign-off

- As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2018–19 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2018–19 Perkins IV application for funds.

CDE Review and Sign-off

- Section Approved
-

Continue

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)



Program Grant Management System (PGMS)

Pierce Joint Unified (131 - Secondary)

2018-19 Application

Section II - Representatives of Special Populations

Allocation Amount	\$10,354.00
Budgeted Amount	\$10,354.00
Indirect Amount	\$493.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 25, 2018 5:00 PM
Application Status	Submitted For Review on May 21 2018
Fiscal Activity	No Activity
Certified Claims	
Signed GAN Received by CDE	GAN has not been processed or sent to LEA

* Subject to change based on Capital Outlay and actual expenditures

Representatives of Special Populations Sign-off

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

Download the [Sign-off Form](#) for Representatives of Special Populations, collect the appropriate signatures, and keep the form on file to be available for compliance reviews, complaint investigations, or audits.

After collecting the required signatures, enter the name and title of the person representing each of the special populations listed below.

Economically Disadvantaged (Title I Coordinator)

Title I Coordinator Name: Carol Geyer
 Title I Coordinator Title: Superintendent

Limited English Proficiency (English Learner Coordinator)

English Learner Coordinator Name: Melissa Cano
English Learner Coordinator Title: ELD Coordinator

Disabled (Handicapped) (Special Education Coordinator)

Special Education Coordinator Name: Chuck Wayman
Special Education Coordinator Title: SELPA Director

Single Parent or Single Pregnant Women (Title IX Coordinator)

Title IX Coordinator Name: Carol Geyer
Title IX Coordinator Title: Superintendent

Gender Equity or Nontraditional Training (Title IX Coordinator)

Title IX Coordinator Name: Carol Geyer
Title IX Coordinator Title: Superintendent

LEA Sign-off

As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2018–19 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2018–19 Perkins IV application for funds.

CDE Review and Sign-off

Section Approved

Continue



Program Grant Management System (PGMS)

Pierce Joint Unified (131 - Secondary)

2018-19 Application

Section III - Assessment of Career Technical Education Programs

Allocation Amount	\$10,354.00
Budgeted Amount	\$10,354.00
Indirect Amount	\$493.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 25, 2018 5:00 PM
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Certified Claims	
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* Subject to change based on Capital Outlay and actual expenditures

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state's CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

Pierce Joint Unified (131 - Secondary) has failed to meet three or more of the required targets of performance or has fallen below 60 percent in any one core indicator and is identified as a Priority Improvement Agency. This designation requires the LEA to submit an Action Plan. This form can be found on the CDE [Perkins Forms and Files](#) page. The Action Plan must be submitted along with the annual application. Applications cannot be approved without the submission of an Action Plan.

N/A may indicate that the LEA:

- Failed to report the required data for that indicator
- Is one of the State Special Schools or California Education Authority
- Did not receive Perkins funds in the prior year and was not required to report data

If 5S1 is the only indicator showing an N/A, the LEA failed to submit the required CDE-101 E2 report

1S1 Academic Attainment-Reading/Language Arts

Numerator:

Number of 12th grade CTE concentrators who have met the proficient or advanced level in English-language arts.

Denominator:

Number of 12th grade CTE concentrators.

LEA Level 2014-15:	LEA Level 2015-16:	N/A	LEA Level 2016-17:	N/A	N/A
State Level 2016-17:	Required Target:	N/A	Met Target:	N/A	N/A

1S2 Academic Attainment-Mathematics

Numerator:

Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level in mathematics.

Denominator:

Number of 12th grade CTE concentrators.

LEA Level 2014-15:	LEA Level 2015-16:	N/A	LEA Level 2016-17:	N/A	N/A
State Level 2016-17:	Required Target:	N/A	Met Target:	N/A	N/A

2S1 Technical Skill Attainment

Numerator:

Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator:

Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

LEA Level 2014-15:	LEA Level 2015-16:	N/A	LEA Level 2016-17:	N/A	N/A
State Level 2016-17:	Required Target:	N/A	Met Target:	N/A	N/A

3S1 Secondary School Completion

Numerator:

Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

Denominator:

Number of 12th grade CTE concentrators who left secondary education during the reporting year.

LEA Level 2014-15:	LEA Level 2015-16:	N/A	LEA Level 2016-17:	N/A	N/A
State Level 2016-17:	Required Target:	N/A	Met Target:	N/A	N/A

4S1 Student Graduation Rate

Numerator:

Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate.

Denominator:

Number of 12th grade CTE concentrators.

LEA Level 2014-15:	LEA Level 2015-16:	N/A	LEA Level 2016-17:	N/A	N/A
---------------------------	---------------------------	-----	---------------------------	-----	-----

State Level 2016-17: Required Target: N/A **Met Target:** N/A N/A

5S1 Secondary Placement

Numerator:

Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

Denominator:

Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

LEA Level 2014-15: LEA Level 2015-16: N/A **LEA Level 2016-17:** N/A N/A

State Level 2016-17: Required Target: N/A **Met Target:** N/A N/A

6S1 Non-traditional Participation

Numerator:

Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

Denominator:

Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

LEA Level 2014-15: LEA Level 2015-16: N/A **LEA Level 2016-17:** N/A N/A

State Level 2016-17: Required Target: N/A **Met Target:** N/A N/A

6S2 Non-traditional Completion

Numerator:

Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator:

Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

LEA Level 2014-15: LEA Level 2015-16: N/A **LEA Level 2016-17:** N/A N/A

State Level 2016-17: Required Target: N/A **Met Target:** N/A N/A

LEA Sign-off

✓ Assessment of Career Technical Education Programs section is complete and ready for CDE review.

CDE Review and Sign-off

Section Approval



Program Grant Management System (PGMS)

Pierce Joint Unified (131 - Secondary)

2018-19 Application

Section IV - Progress Report Toward Implementing the Local CTE Plan

Allocation Amount	\$10,354.00
Budgeted Amount	\$10,354.00
Indirect Amount	\$493.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
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The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

LEA Response

- 1. What process is used to annually evaluate the effectiveness of the CTE program and who is involved in the evaluation? How is data (both CTE and non-CTE) used as a component of the evaluation?**

PLC time to discuss funding and purchases to best serve CTE students. The site administrators participate in these discussions as well. The district administration has recognized a need for coordination and assigned a period to a CTE teacher to act as a coordinator for all career pathway areas. Teachers of each CTE pathway complete an annual review of their programs using the CTE self-review tool as the basis of evaluation. PLC within the school year allows the CTE department to share reviews and plans. Program strengths and goals are shared/discussed at the annual advisory meeting. Break out time by industry sector or pathway is provided during the advisory meeting so that teachers have an opportunity to discuss findings with business partners. Data such as A-G approvals.

articulations, performance on each of the Core Indicators (including Math and ELA progress) are reviewed and discussed in the evaluation process. We will also request that Sutter County Office of Education evaluate the 11 Elements of our CTE programs during the 18/19 school year.

2. **It is a requirement that the results of annual evaluation be shared with the public in a variety of formats. Doing so with fidelity and creativity shows that a school's stated value of career preparation as the equal to college preparation ("college and careers") is matched by their actions. Describe the variety of formats, venues, and ways in which your results of annual evaluation are shared with the public.**

As mentioned above, annual evaluation results are shared at Advisory Meetings each year. PHS is in the process of updating their webpage and will add the E-1 and E-2 reports for public access. Advisory board meeting agenda and minutes will be public and posted (which will have some notation of the annual evaluation status plans or goals and outcomes). Annual reports are also shared with SSC and ELAC as well as to staff at articulation meetings.

3. **All Perkins funds are supplemental support for CTE programs. In order to demonstrate that Perkins funds are supplemental and that the district is not supplanting funds, LEAs are to use a specific Goal Code (3800, 6000, 4630) with in the Standard Accounting Code Structure. Please describe the funding sources your LEA uses to support CTE programs in the Local Control Funding Formula (LCFF) and how do you ensure that these funds are correctly coded?**

Pierce High School receives approximately 10,000 in Perkins funds annually. We have five properly credentialed CTE teachers in our pathways which would not sustain or effectively run programs without the district LCFF funds, CTEIG funds to improve on an annual basis (we don't get enough Perkins to run any of our pathways or salary and benefits with Perkins alone). All funding is coded using goal 3800.

4. **Describe how your LEA manages the Perkins purchasing process so that all expenditures over \$500 and the highly pilferable items are added to the historical inventory as required by both federal regulations and California Education Code.**

PHS CTE instructors update the classroom/pathway historical inventory list and tag all items over \$500 and those that are highly pilferable. As items are purchased they are added to the inventory lists for each pathway. These will be checked yearly. The historical inventory lists are turned into the CTE Coordinator.

5. **Please share how student leadership development is included as an integral part of the CTE sequence of courses in pathways offered by your LEA.**

The Agri-Science and Ag Welding pathways have had FFA as an integral part of their classroom instruction for many years. Other pathways including Business and Financial Management and the CTSO has been in place and is an integral part of classroom instruction as well. The CTSO's have student leadership development naturally integrated within the curriculum and class activities.

6. **Outside of serving on your district CTE Advisory Committee, describe the involvement of business and industry partners in your CTE pathways.**

The district and site are constantly seeking input from businesses and industry partners. We have relationships with both the FARMS and the SLEWS program as well as the Colusa County Fair Board and other entities in Colusa County and surrounding areas. Businesses partner with the school to ensure that we are meeting the needs in terms of 21st Century job skills.

CTE Teacher Matrix

Please download the [CTE Teacher Matrix](#).

LEA Sign-off

Progress Report Toward Implementing the Local CTE Plan section is complete and ready for CDE review.

CDE Review and Sign-off

Comment Date/Time	Comment
6/5/2018 9:11:59 AM	For question 3, all district CTE expenditures should be appropriately goal coded to 3800/4630/6000. Goal coding all district CTE expenditures 3800/4630/6000, will

	demonstrate and differentiate primary district support for CTE programs and supplemental support from Perkins, which is a federal requirement. Regardless of fund source, what goal code(s) is used for all district CTE expenditures? Please advise. Section IV has been reopened for edits. Thank you.
6/5/2018 9:10:27 AM	Although the Animal Science pathway is not anticipated to be funded with Perkins in FY 18/19, regarding the teacher matrix submitted, it appears L. Van Laningham does not possess a current Ag Specialist Instruction credential, in conjunction with the Single Subject Agriculture credential, to be Perkins eligible. This is also a requirement of the Ag Incentive Grant if the district receives these funds. Thank you.

Section Approval

Continue

California Department of Education
 1430 N Street
 Sacramento, CA 95814

[Web Policy](#)



Program Grant Management System (PGMS)

Pierce Joint Unified (131 - Secondary)

2018-19 Application

Section V - Sequence of Courses to Be Funded

Allocation Amount	\$10,354.00
Budgeted Amount	\$10,354.00
Indirect Amount	\$493.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 25, 2018 5:00 PM
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Certified Claims	
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* Subject to change based on Capital Outlay and actual expenditures

This section displays the budget expenditures for each pathway in an industry sector.

Program Detail

This section is used to budget expenditures for each pathway in an industry sector.

Site Name	Industry Sector	Career Pathway	Budget Amount	Action
	Business and Finance	Business Management	\$10,354.00	Detail
		Total	\$10,354.00	

Inventory Verification

Each LEA maintains a historical inventory system, which contains the description, name, serial or other identification number, acquisition date, original cost, and percentage of federal participation in the cost, location, use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown. [CEC 35268]

Pierce Joint Unified (131 - Secondary) conducts a historical inventory verification at least every 2 years for all of the following:

- Description
- Name
- Serial or other identification number
- Acquisition date
- Original cost
- Location (room)
- Use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

Yes No

LEA Sign-off

Sequence of Courses to Be Funded section is complete.

CDE Review and Sign-off

CDE Comments

Section Approval

Continue

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy



Program Grant Management System (PGMS)

Pierce Joint Unified (131 - Secondary)

2018-19 Application

Section VI - Budget and Expenditure Schedule

Allocation Amount	\$10,354.00
Budgeted Amount	\$10,354.00
Indirect Amount	\$493.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
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To add more budget detail, go to [Section V](#).

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000 Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000 Employee Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4000 Books/Supplies	<u>\$9,861.00</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,861.00
5000 Services/ Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6000 Capital Outlay	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<u>\$493.00</u>	\$493.00
Total	\$9,861.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$493.00	\$10,354.00



Program Grant Management System (PGMS)

Pierce Joint Unified (131 - Secondary)

2018-19 Application

Section VII - Local CTE Plan Update

Allocation Amount	\$10,354.00
Budgeted Amount	\$10,354.00
Indirect Amount	\$493.00 *
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Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. Review the local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

Are there any changes made to the local CTE plan for 2018-19?

Yes No

LEA Sign-off

Local CTE Plan Update section is complete and ready for CDE review.

CDE Review and Sign-off

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018-19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Pierce High School

School Site

Pierce Joint Unified School District

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

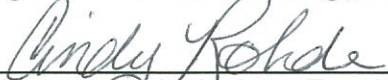
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.



Signature of Authorized Agent

Superintendent

Authorized Agent Title



Signature of Agriculture Teacher
Responsible for the Program



Signature of Principal

Contact Phone Number: (530) 300-1700

Date of Local Agency Board Approval: 06/21/18

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE, **AND YOU ARE NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2018-19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>4</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>332</u>
Number of teachers meeting Criterion 10 (see instructions for more information):	<u>4</u>
Number of teachers meeting Criterion 11a (see instructions for more information):	<u>4</u>
Number of teachers meeting Criterion 11b (see instructions for more information):	<u>2</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>Y</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 2,656.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 8,000.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 8,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 4,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 7,500.00</u>
Total Estimated Award:	<u>\$ 35,156.00</u>

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2018–19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate: \$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.		\$ 29,156.00	\$ 49,000.00
	Subtotal for 4000	\$ 29,156.00	\$ 49,000.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conferences, inservices, and meetings	\$ 6,000.00	\$ 6,000.00
2.	Transportation		\$ 5,000.00
3.	Irrigation Water		\$ 1,200.00
4.	Spraying Trees		\$ 2,000.00
5.	Fertilizer		\$ 2,000.00
6.	Animal Feed		\$ 1,800.00
7.			
8.			
9.			
10.			
	Subtotal for 5000	\$ 6,000.00	\$ 18,000.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	2 Row planter		\$ 3,000.00
2.	Dump Trailer		\$ 8,000.00
3.	PBM Sprayer		\$ 5,000.00
4.	Drill Press		\$ 3,000.00
5.			
	Subtotal for 6000	\$ 0.00	\$ 19,000.00

Total Allocated Funds: \$ 35,156.00 \$ 86,000.00

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Pierce High School

School Site

Pierce Joint Unified School District

District

1. Standard and criterion for which variance is requested:
Standard Number:
Criterion Number:
2. Reasons why the criterion is not being met at this time (use additional pages if needed):
3. Steps to be taken in order to meet this criterion (use additional pages if needed):

Name of Agriculture Teacher
Responsible for the Program

Signature of Agriculture
Teacher Responsible for the Program

Name of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

QUALITY CRITERION 12 FORM

Agricultural programs meeting all of the required Quality Criteria (Criteria 1 – 9) may qualify for an additional \$7,500 by also meeting Criterion 12.

Please check each qualifying condition you meet, below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year's R-2 Report: 332

12A: Leadership and Citizenship Development

27 Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills

20 Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

12C: Qualified and Professional Activities

4 Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement

4 Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: Todd Miller

Phone Number of Agriculture Advisory Committee Chair: (530) 681-8341

12E: Retention

65 Number of students from the 2014 freshman cohort who completed 3 or 4 years of Agriculture Education courses must be at least 30% of the 2014 freshman cohort

12F: Graduate Follow-Up

71 Number of program completers graduating last year

70 Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report

Agricultural Education Teachers

at

Pierce high School

Arbuckle, California

2017-18

Cindy Rohde

Erin Sweet

Gary Lederer

Luke VanLaningham

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B

School Year

17-18

School

Pierce High School

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of four of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	Rohde	Sweet	VanLaningham	Lederer				
Fall Region Meeting	X			X				
Region In-service Day	X			X				
Spring Region Meeting	X	X	X	X				
Section In-service*	X	X	X	X				
Section In-service*		X	X	X				
Section In-service*		X	X					
Section In-service*								
Summer Conference	X	X	X	X				
University AgEd Skills Week		X	X	X				
Professional Development **	1,3,4,5	2	3,4	3,5				

* Four Section In-service Meetings equals one Professional Development Activity

** Can utilize a maximum of two other "Agriculturally Related" Professional Development activities than those listed above. Explain the Professional Development:

1 Flux Core Welding Inservice

2 Power of Three Summit

3 Hazardous Materials Handling Inservice

4 Cooperating Ag Teacher Inservice

5 Host Student/New Teacher Ag Mech Inservice

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 17-18

School Pierce High School

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
Attended the following:	
Greenhand Conference	40
Made For Excellence Conference	
Advanced Leadership Academy	2
Chapter Officer Leadership Conference	7
Spring Region Meeting	5
State Leadership Conference	22
National Convention	2
Submitted the following:	
State Degree Application	20
American Degree Application	4
Proficiency Award Application - Section	2
Chapter Award Application - State	
Scholarship Application - State	1
Participated in the following:	
Opening and Closing Contest - Section	24
Best Informed Greenhand Contest - Section	12
Co-Op Marketing Quiz - Section	8
Creed Recitation - Section	
Extemporaneous Speaking - Section	4
Job Interview - Section	4
Impromptu Speaking - Section	4
Prepared Speaking - Section	1
Parliamentary Procedure - Section	12
County/District Fair/Show	204
Career Development Teams (other than those identified above)	
1 Shasta Field Day	30
2 State Finals- Parli-Pro, Small Engines, Ag Sales	13
3 Arbuckle Field Day	95
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1 State Officer Interviews	2
2 Section Project Competition	2
3 Present at Farm Bureau Meetings	10
4 F.A.R.M.S program	12
5 Region Leadership Contests	15
TOTAL AREAS MET	27

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Thursday, May 17, 2018 6:00 pm
Pierce Joint Unified School District
Technology Building
940A Wildwood Rd, Arbuckle CA 95912
Regular Board Meeting Minutes

Governing Board:

John Friel, President

Nadine High, Vice President

George Green, Board Clerk

Amy Charter, Member

Abel Gomez, Member

1. CALL TO ORDER

President John Friel called the meeting to order at 6:00 p.m.

Members Present: Amy Charter, Nadine High, John Friel, George Green, and Abel Gomez.

Absent: None

Others Present: Summer Shadley, Nicole Newman, Carol Geyer, Daena Meras, Megan Hall, Alena Anberg, FFA Ag Sales Team, Tammy Minten, Angela Dorantes, Kathy Boehm, Dani Schaad, Gary Teague, Lori Foster, Marla Pagliai, Lorraine Marsh, Melissa VanLaningham, Melanie Brackett, family members and friends of the retiring employees

A. *Pledge of Allegiance*

Ms. High led the *Pledge of Allegiance*

2. APPROVAL OF AGENDA

A motion was made by Ms. Charter and seconded by Mr. Gomez to approve the agenda. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

3. HEARING OF THE PUBLIC

(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic

Melissa VanLaningham read a letter written on behalf of a group of parents regarding the math education at Pierce High School.

4. PHS Student Body Representative Report

No report was given.

5. FFA Recognition of State Awards

The Pierce High School FFA Ag Sales Team placed first in the State for Ag Marketing. Carlyn Marsh, Riley Griffith, Alexis Erickson, and Crystal Medina gave a brief description of the competition that earned them their award. They each took turns explaining the competition. Mrs. Geyer stated that the District is very proud of the FFA Ag Sales Team.

The Pierce Joint Unified School District celebrated five (5) employees on their retirement. A retirement letter was read for each of the retirees.

The Board adjourned at 6:20 p.m. to celebrate the employees retiring from the Pierce Joint Unified School District.

The Board reconvened at 6:39 p.m. and proceeded with the meeting.

6. Celebrate Retiring Employees

7. Adjourn for Refreshments

8. Proceed with Meeting

9. PRINCIPAL'S REPORTS

- A. Arbuckle Elementary
School/Grand Island Elementary School
- B. Lloyd G. Johnson Junior High School
- C. Pierce High School/Arbuckle
Alternative High School

Summer Shadley reported that things are busy with end of the year activities. The construction project at AES is well underway and George Parker has been doing an excellent job of keeping everyone informed of what is happening. Teachers and staff have been super flexible about the changes as classrooms are being packed up for the move. Rojelio is here! The Kindergarten presentation will be tomorrow at 2:00 p.m. Grand Island's performance was this afternoon. The performance for Arbuckle Elementary will be next Friday at Pierce High School at 1:00 pm. Open House was last night at Arbuckle Elementary with a decent turn out. Grade 3 went to Hamburger Farm today. Pool visits start next week. There are about nine (9) days of school left and things are winding down. The P.E. position interviews will be tomorrow. The Elementary Teacher position will be held on Tuesday. Arbuckle Elementary enrollment is at 618. Grand Island enrollment is 55.

Nicole Newman reported that the Alternative High School graduation is on the 30th at 1:00 p.m. There are three graduates this year. The Distinguished Dozen Dinner was held on Monday. It went really well. Rocco's catered the event along with Mrs. Geyer's cheesy potatoes and Ellen Voorhees' salad. The FFA banquet was held last night. The students said that the event went well. Open House was on Tuesday followed by the band and choir concert. Students also received their schedules that night prompting students to want to change schedules before the end of the school year. Tomorrow is Career Day. There will be about 40 speakers in attendance. Mrs. Newman invited the Board members to join them for lunch at 12:30 p.m. in the north gym. She thanked

Ellen Voorhees, Mary Grimmer, Patty, Perla, Mary, Don and numerous parents for all of their hard work on Career Day. The prom is this Saturday at the golf course. CAASPP testing is complete at the high school and the junior high school. Make-ups will be next week for both sites. CAST (California Science Test) testing has been completed at both sites. AP testing is complete. Perla and Mrs. Newman boxed up over 100 tests today. Student body elections were held today. The results have not been announced yet and will be posted on Facebook when they are available. The plans for Grad Night on May 31st are underway. Grad Night will be held in the South Gym. The Spring Sports Banquet is on Tuesday, May 22. The time has been changed to 5:30 pm to accommodate the District 1 Supervisor Candidate Debate that will take place at 7:00 pm. The annual Grad Walk will take place on Tuesday, May 29th. The seniors will walk through the junior high and over to Arbuckle Elementary. Senior Night is also on the 29th. She asked the Board to let her know if they will be attending. Track is at section finals tomorrow in Durham. Softball and baseball are done. Golf finished their season at Table Mountain Golf Course. The Powder Puff game is on the 24th.

Carol Geyer reported that Johnson Junior High will hold Open House on May 23rd. In the past the science fair has been held in conjunction with Open House. This year they are calling it "Invention Convention" to showcase the student's science projects. Mrs. Geyer thanked Perla and Mrs. Newman for helping with testing at Johnson Junior High. All positions at the junior high have been filled.

Mrs. Geyer reported that Bill Taylor has started as the new District Mechanic. He has been working diligently making sure all of the buses receive their 45-day inspection and setting forth a work plan for summer projects. Bus seat covers and window latches will be looked at. Tomorrow is a track meet and Grand Island has a field trip next week.

Daena Meras let the Board know that the district is changing the financial system that is currently being used. The new system will allow more tasks to be done electronically and will save time.

Alena Anberg and Megan Hall gave a brief explanation of TCIP (Tri-County Induction Program). Alena shared that when you are a new teacher you are paired with a mentor teacher to help you look at six standards and create goals.

10. REPORTS:

A. Transportation Report

B. Financial System Update

C. TCIP Report

She outlined one of her standards and what the goal was. She explained that the program takes two years, but she has been chosen to complete the program in only 18 months. She reported that the most crucial thing with TCIP is to be paired with the right mentor. She will really miss the meetings she and her mentor have had and the support she has received. Megan Hall, who is Ms. Anberg's mentor, explained the reason Alena has been chosen for early completion in TCIP. TCIP evaluators from Yuba, Sutter, and Colusa counties chose only two teachers throughout the three counties to be eligible to apply for early completion. Alena was one of them. Alena applied for the early completion option and was accepted. Megan stated that Alena is the most reflective teacher she has ever worked with in any capacity. Alena has said she's not sure she wants to complete early and miss out meeting with Megan each week. Megan has told Alena that they can still meet every week as Alena is always wanting to learn more. Mrs. Geyer added that she received an email from the director of TCIP commending Alena on her accomplishment.

Daena Meras outlined the P2 Attendance Report. There were no questions.

No report was given.

No report was given.

D. P2 Attendance Report

11. PJUEA (Pierce Joint Unified Educators Association)
12. CSEA (California School Employees Association)
13. Consider and approve: **Teacher Consent Forms for:**
 - A. **District-Wide:**
 1. **Kimberly Castro – Independent Study**
 - B. **Lloyd G. Johnson Junior High:**
 1. **Cecil Felkins - Academic Advancement**
 2. **Jonah McInnis - Academic Advancement**
 3. **Valerie Vandrey - Academic Advancement**
 4. **Kevin Wolfman - Academic Advancement**
 5. **Mary Reilly - Academic Advancement**
 6. **Amy Hannon-Korynta – Academic Advancement**
 - C. **Pierce High School:**
 1. **Scott Burnum – Leadership**
 2. **Carol Keiser – Life Choices**
 3. **Mike Richins – Life Choices**
 4. **Cindy Rohde – Life Choices**
 5. **Max Struble – Life Choices**
 6. **Erin Sweet – Life Choices**

A motion was made by Ms. High and seconded by Ms. Charter to approve the Teacher Consent Forms A-C. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

A motion was made by Ms. Charter and seconded by Ms. High to approve the Declaration of Need for Fully Qualified Educators for the 2018/19 School Year. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

A motion was made by Mr. Green and seconded by Mr. Gomez to approve the Annual Statement of Need: 30-Day Substitute and Designated Subject Career Technical Education 30-Day Substitute Teacher Permits for the 2018/19 School Year. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

A motion was made by Ms. Charter and seconded by Ms. High to approve the Colusa County Consortium Plan for Serving Expelled Students. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

A motion was made by Ms. High and seconded by Mr. Gomez to approve Resolution #17/18 – 19: Classification of Fund Balances in Governmental Funds. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

A motion was made by Ms. Charter and seconded by Ms. High to approve Resolution #17/18 – 20: Combined

14. Consider and approve **Declaration of Need for Fully Qualified Educators for the 2018/19 School Year**

15. Consider and approve **Annual Statement of Need: 30-Day Substitute and Designated Subject Career Technical Education 30-Day Substitute Teacher Permits for the 2018/19 School Year**

16. Consider and approve **Colusa County Consortium Plan for Serving Expelled Students**

17. Consider and approve **Resolution #17/18 – 19: Classification of Fund Balances in Governmental Funds**

18. Consider and approve **Resolution #17/18 – 20: Combined Resolution of the Governing Board of the Pierce Joint Unified School District Ordering the Biennial Election, Specifying the Number of Words for Candidate Statements, Requesting Consolidation of the Election, and Determining the Method of Resolving Tie Votes**

Resolution of the Governing Board of the Pierce Joint Unified School District Ordering the Biennial Election, Specifying the Number of Words for Candidate Statements, Requesting Consolidation of the Election, and Determining the Method of Resolving Tie Votes. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

No motion was made. The July 19, 2018 Regular Board Meeting will be held.

A motion was made by Ms. High and seconded by Ms. Charter to approve the Food Service Director Job Description. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

19. Consider and approve **The Cancellation of the July 19, 2018 Regular Board Meeting**

20. Consider and approve **Food Service Director Job Description**

21. Consider and approve **Consent Agenda:**
- A. Minutes of April 19, 2018 Regular Board Meeting
 - B. Minutes of April 19, 2018 Special Board Meeting
 - C. Minutes of April 13, 2018 Special Board Meeting
 - D. Warrant List for April 2018
 - E. Interdistrict Transfers:
 - 1. Transferring **OUT** for the **2018/19** School Year:
 - a. Four Students to Woodland CA ((3) continuing)
 - b. Two (2) Students to Davis CA (continuing)
 - c. One (1) Student to Colusa CA (continuing)
 - 2. Transferring **IN** for the **2018/19** School Year:
 - a. Six (6) Students from Williams CA (new)
 - 3. Transferring **OUT** for the **2017/18** School Year:
 - a. One (1) Student to Woodland (continuing)
 - F. Contracts:
 - 1. 2018/19 Memorandum of Understanding between the Sutter County Superintendent of School Office and Pierce Joint Unified School District for the Tri-County Induction Program for the 2018/19 School Year
 - 2. Memorandum of Understanding between James Marta & Company LLP and Pierce Joint Unified School District for

Performance and Financial Audit for 2016
Measure B Bond

3. Agreement for Consulting Services between Eagle Architects and Pierce Joint Unified School District for Future Stadium Bleachers/Press Box at Pierce High School
4. Proposal for Construction Materials Testing & Special Inspection Services between Terracon Consultants, Inc. and Pierce Joint Unified School District for Arbuckle Elementary Site Work Project

A motion was made by Ms. High and seconded by Mr. Gomez to approve the Consent Agenda. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

22. BOARD POLICIES:

A. FIRST READING:

1. BP/AR 5132: Dress and Grooming
2. E 5132: Dress and Grooming Application for Exemption – DELETE E
3. AR 5132.1: School Uniform – DELETE AR

Mrs. Geyer outlined the first reading policy. There was discussion regarding the items in the revised policy and the Dress and Grooming requirements. A motion was made by Mr. Gomez and seconded by Ms. Charter to approve the First Reading Board Policies. Voting Aye: Ms. High, Ms. Charter, Mr. Gomez, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

23. Items to be adgendized for next regular meeting

Citizens' Bond Oversight Committee Annual Report
Board Policies
4th Quarter Discipline Report
LCAP
Budget
Single Plans
Staff Development Report
Lorraine Marsh asked that a Math Education Report be placed on the next agenda

No report was given.

No report was given.

24. Superintendent's Report

25. Board President's Report

26. CLOSED SESSION:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Classified	Food Service Director	Retirement
Classified	Pool Maintenance Technician	Hiring
Classified	Substitute Para Educator	Hiring
Classified	District Mechanic	Resignation
Certificated	3 rd Grade Teacher – AES (2 positions)	Hiring
Certificated	Principal – JJH	Hiring
Certificated	6 th Grade Teacher – JJH	Hiring
Coach	Girls’ JV Basketball Coach – PHS	Resignation
Intern	Math Teacher – PHS	Hiring
Coach	JV Volleyball Coach – PHS	Hiring
Coach	Girls’ Varsity Basketball Coach	Hiring
Certificated	U.S. History Teacher – JJH	Hiring
Certificated	P.E. Teacher – AES	Resignation
Classified	Utility Technician	Resignation
Certificated	Principal – Summer School	Hiring
Classified	Administrative Assistant – Summer School	Hiring
Certificated	Kindergarten Teacher – Summer School	Hiring

Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	9 th – 12 th Grade Teacher – Summer School	Hiring

- B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code Section 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release
- C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Pursuant to Paragraph (2) or (3) of Subdivision (D) of Government Code
- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION for discussion regarding Superintendent’s evaluation

The Board went into CLOSED SESSION at 7:05 p.m.

- 27. OPEN SESSION
 - A. Report Action Taken in CLOSED SESSION

The Board reconvened at 8:10 p.m. and reported action taken on the following:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

A motion was made by Mr. Gomez and seconded by Ms. Charter to approve the PUBLIC EMPLOYMENT. Voting Aye: Mr. Gomez, Ms. Charter, Ms. High, Mr. Green, and Mr. Friel. Voting No: None. Absent: None

Certification	Position	Status
Classified	Food Service Director	Retirement
Classified	Pool Maintenance Technician	Hiring
Classified	Substitute Para Educator	Hiring
Classified	District Mechanic	Resignation
Certificated	3 rd Grade Teacher – AES (2 positions)	Hiring
Certificated	Principal – JJH	Hiring
Certificated	6 th Grade Teacher – JJH	Hiring
Coach	Girls’ JV Basketball Coach – PHS	Resignation
Intern	Math Teacher – PHS	Hiring
Coach	JV Volleyball Coach – PHS	Hiring
Coach	Girls’ Varsity Basketball Coach	Hiring
Certificated	U.S. History Teacher – JJH	Hiring
Certificated	P.E. Teacher – AES	Resignation
Classified	Utility Technician	Resignation
Certificated	Principal – Summer School	Hiring
Classified	Administrative Assistant – Summer School	Hiring
Certificated	Kindergarten Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring

Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	Teacher – Summer School	Hiring
Certificated	9 th – 12 th Grade Teacher – Summer School	Hiring

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline / dismissal / release. **No ACTION taken.**

C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code 54956.9 – One Case. **No ACTION taken.**

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION for discussion regarding Superintendent’s evaluation. **No ACTION taken.**

The Board adjourned at 8:12 p.m.

28. ADJOURN

Carol Geyer, Secretary to the Board of Trustees

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Thursday, May 17, 2018
12:15 p.m.
Pierce Technology Building
940A Wildwood Rd, Arbuckle CA 95912
Special Board Meeting Minutes

Governing Board:

John Friel, President

Nadine High, Vice President

George Green, Board Clerk

Amy Charter, Member

Abel Gomez, Member

1. CALL TO ORDER

Vice-President Nadine High called the meeting to order at 12:15 p.m.

Members Present: Nadine High, Amy Charter, George Green and Abel Gomez

Absent: John Friel

Others Present: Carol Geyer, Don Friel, Melanie Brackett, Student 17/18 – F and Student’s Parents.

Ms. Charter led the *Pledge of Allegiance*

A. *Pledge of Allegiance*

A motion was made by Ms. Charter and seconded by Mr. Green to approve the agenda. Voting aye: Ms. High, Ms. Charter, MR. Green and Mr. Gomez. Voting no: None. Absent: Mr. Friel

2. APPROVAL OF AGENDA

A letter was read in support of Student 17/18 – F.

3. HEARING OF THE PUBLIC

The Board went into CLOSED SESSION at 12:19 p.m.

4. CLOSED SESSION:

A. Expulsion Hearing for Student 17/18 - F

The board reconvened at 1:10 p.m. A motion was made by Ms. Charter and seconded by Mr. Green to expel Student 17/18 – F. The Board further ordered the expulsion to be suspended and set stipulations for the suspended expulsion.

5. OPEN SESSION:

A. Consider and approve Expulsion of Student 17/18 - F

The Board adjourned at 1:11 p.m.

6. Adjourn

Carol Geyer, Secretary to the Board of Trustees

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289

Thursday, May 17, 2018
1:00 p.m.

Pierce Technology Building
940A Wildwood Rd, Arbuckle CA 95912
Special Board Meeting Minutes

Governing Board:

John Friel, President

Nadine High, Vice President

George Green, Board Clerk

Amy Charter, Member

Abel Gomez, Member

1. CALL TO ORDER

Vice-President Nadine High called the meeting to order at 1:13 p.m.

Members Present: Nadine High, Amy Charter, George Green and Abel Gomez

Absent: John Friel

Others Present: Carol Geyer, Cathy Marsh, Summer Shadley, Daena Meras, and George Parker

Ms. Charter led the *Pledge of Allegiance*

A. *Pledge of Allegiance*

A motion was made by Mr. Green and seconded by Ms. Charter to approve the agenda. Voting aye: Ms. High, Ms. Charter, MR. Green and Mr. Gomez. Voting no: None. Absent: Mr. Friel

2. APPROVAL OF AGENDA

No one spoke at this time.

3. HEARING OF THE PUBLIC

George Parker reported that the new multi-purpose room at PHS is at 90% completion and that the Health Department will be inspecting the facility on May 23 in order to have the soft opening with the senior award night at 6 p.m. on May 29. A Grand Opening of the facility will be held in early August with the community invited to attend.

4. Facility Planning Meeting

He reported that work has already begun with the construction company working on the relocation of the portables at Arbuckle Elementary. This work includes updated fire access, data and utilities and ADA path of travel. The actual portables will be moved beginning in June.

George reported that the roofing contractor is 99% complete with contracted projects. Windows are currently being installed at the north high school gym. The weight room project and the locker room project are in the design phase as is the bleacher project for the football field. Power and ventilation projects at the ag shop are completed. Planning continues in regards to the CTE ag science and ornamental horticulture project programming.

Price escalation was discussed with the committee. It is being recommended by George that the committee consider block construction for the new locker room. The current locker room is block construction.

5. Adjourn

The Board adjourned at 2:13 p.m.

Carol Geyer, Secretary to the Board
of Trustees

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Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Thursday, May 31, 2018
12:10 p.m.
Pierce Technology Building
940A Wildwood Rd, Arbuckle CA 95912
Special Board Meeting Minutes

Governing Board:

John Friel, President

Nadine High, Vice President

George Green, Board Clerk

Amy Charter, Member

Abel Gomez, Member

President John Friel called the meeting to order at 12:14 p.m.
Members Present: John Friel, Nadine High, Amy Charter, George Green
and Abel Gomez
Absent: None
Others Present: None

Ms. High led the *Pledge of Allegiance*

A motion was made by Ms. Charter and seconded by Ms. High to approve
the agenda. Voting aye: Ms. High, Ms. Charter, Mr. Green, Mr. Gomez,
and Mr. Friel. Voting no: None. Absent: None

No one spoke at this time.

A motion was made by Ms. Charter and seconded by Ms. High to approve
the Overnight Field Trip Request: Ft. Bragg Beat the Heat Football Camp,
Ft. Bragg CA

The Board went into CLOSED SESSION at 12:20.

The Board reconvened at 3:00 p.m. No action was taken.

The Board adjourned at 3:00 p.m.

1. CALL TO ORDER

A. *Pledge of Allegiance*

2. APPROVAL OF AGENDA

3. HEARING OF THE PUBLIC

4. Consider and approve
**Overnight Field Trip Request:
Ft. Bragg Beat the Heat
Football Camp, Ft. Bragg CA**

5. CLOSED SESSION:

A. PUBLIC EMPLOYMENT:
Pursuant to Government
Code 54957, the Board will
meet in CLOSED SESSION
to conduct Pierce High
School Principal Interviews

6. OPEN SESSION:

A. Report ACTION taken in
CLOSED SESSION

5. Adjourn

Carol Geyer, Secretary to the Board
of Trustees

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Batch 42

APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 05/04/2018

05/03/18 PAGE 8

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 01

GENERAL FUND/COUNTY SCH.SRV.

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	11,036.07
4400	NONCAPITALIZED EQUIPMENT	1,674.25
5200	TRAVEL AND CONFERENCE	1,009.05
5600	RENTALS, LEASES AND REPAIRS	2,537.65
5800	CONSULTING SERV/OPERATING EXP	27,297.91
8600	LOCAL REVENUES	3,281.19
9330	PREPAID EXPENDITURES	1,000.00
	TOTAL FUND :	47,836.12

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
4700	FOOD	4,162.55
5800	CONSULTING SERV/OPERATING EXP	5,868.37
	TOTAL FUND :	10,030.92

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 21

BUILDING FUND

OBJECT	DESCRIPTION	AMOUNT
6200	NEW & IMPROVEMENT OF BUILDINGS	601,284.66
	TOTAL FUND :	601,284.66

APY280 L.00.03

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 05/04/2018

FUND : 41

05/03/18 PAGE 11
SPECIAL RESERVE-CPTL.OUTLAY

OBJECT	DESCRIPTION	AMOUNT
5800	CONSULTING SERV/OPERATING EXP	14,800.00
6200	NEW & IMPROVEMENT OF BUILDINGS	1,830.90
	TOTAL FUND :	16,630.90

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 95

STUDENT BODY FUND

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	1,118.44
8600	LOCAL REVENUES	856.00
	TOTAL FUND :	1,974.44
	TOTAL DISTRICT:	677,757.04

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0042 ACCOUNTS PAYABLE

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
001120	A-Z BUS SALES INC PV-001246	FLD NOT USED	395800	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	1,347.27 \$1,347.27 *
005437	ADVENTIST HEALTH PV-001225 PV-001226	COLUSA FLD NOT USED FLD NOT USED	395801	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	PHYSICAL EXAMS PHYSICAL EXAMS	75.00 50.00 \$125.00 *
001310	ALL SEASONS PAINT CO PV-001248	FLD NOT USED	395802	COMMUNITY SERVICES WARRANT TOTAL	MATERIALS AND SUPPLIES	1,600.52 \$1,600.52 *
005481	ALMOND DIESEL REPAIR INC. PV-001238	FLD NOT USED	395803	UNDISTRIBUTED WARRANT TOTAL	RENTALS, LEASES AND REPAIRS	249.45 \$249.45 *
005626	ALVES DOOR COMPANY INC PV-001235	FLD NOT USED	395804	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	206.21 \$206.21 *
004470	BETTS TRUCK PARTS PV-001244	FLD NOT USED	395805	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	14.42 20.37 160.64 18.16 20.37 596.01 20.37- 20.37- \$789.23 *
003208	CDW-G COMPUTING SOLUTIONS PO-000534	FLD NOT USED	395806	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	1,216.70 \$1,216.70 *
004711	COLLEGE CITY MARKET PV-001224	FLD NOT USED	395807	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	26.65 \$26.65 *
005217	CONTRACT PAPER GROUP PO-000563	FLD NOT USED	395808	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	1,137.71 \$1,137.71 *
001240	CPM EDUCATIONAL PROGRAM PO-000615	FLD NOT USED	395809	UNDISTRIBUTED WARRANT TOTAL	PREPAID EXPENDITURES	1,000.00 \$1,000.00 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0042 ACCOUNTS PAYABLE

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
000428	THE DANIELSEN CO. PV-001229	JOHNSON JR HIGH	395810	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	77.83 \$77.83 *
004850	FAGEN FRIEDMAN & PV-001257	FULFROST LLP FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED	395811	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	LEGAL FEES LEGAL FEES LEGAL FEES LEGAL FEES	8,941.00 3,568.00 14,777.00 3,142.00- \$24,144.00 *
005534	FLYERS ENERGY LLC PV-001242	FLD NOT USED FLD NOT USED	395812	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	FUEL FUEL	718.07 2,449.13 \$3,167.20 *
005721	JESSICA GEIERMAN PV-001221	FLD NOT USED	395813	UNDISTRIBUTED WARRANT TOTAL	FINGERPRINTING	10.00 \$10.00 *
005447	TROY GEIERMAN PV-001216	PIERCE HIGH SCHOOL	395814	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	5.36 \$5.36 *
005634	GENERAL PRODUCE COMPANY PV-001233	FLD NOT USED	395815	UNDISTRIBUTED WARRANT TOTAL	FOOD	4,162.55 \$4,162.55 *
000574	CAROL GEYER PV-001218 PV-001219	FLD NOT USED FLD NOT USED	395816	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE MATERIALS AND SUPPLIES	15.00 122.57 \$137.57 *
004902	GEORGE GRIFFIN PV-001255	GRAND ISLAND ELEMENTARY	395817	SCHOOL REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	226.72 \$226.72 *
005183	AMY HANNON-KORYNTA PV-001253	JOHNSON JR HIGH	395818	SCHOOL REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	107.05 \$107.05 *
004976	HARRIS COMPUTER SYSTEMS PV-001230	FLD NOT USED	395819	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	5,868.37 \$5,868.37 *
003518	HOLT OF CALIFORNIA PV-001222	FLD NOT USED	395820	UNDISTRIBUTED	NONCAPITALIZED EQUIPMENT	1,674.25

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0042 ACCOUNTS PAYABLE

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount

WARRANT TOTAL						\$1,674.25 *
005687	HUST BROTHERS INC. PV-001251	FLD NOT USED FLD NOT USED	395821	UNDISTRIBUTED UNDISTRIBUTED	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	100.86 659.56
WARRANT TOTAL						\$760.42 *
000475	JEFF SAVAGE PLUMBING PV-001240	FLD NOT USED	395822	UNDISTRIBUTED	RENTALS, LEASES AND REPAIRS	2,288.20
WARRANT TOTAL						\$2,288.20 *
005281	CAROL KEISER PV-001254	PIERCE HIGH SCHOOL	395823	REGULAR EDUCATION, K-12	TRAVEL AND CONFERENCE	447.96
WARRANT TOTAL						\$447.96 *
001233	RANDY MARLER PV-001223 PV-001228 PV-001252	FLD NOT USED JOHNSON JR HIGH SCHOOL FLD NOT USED	395824	UNDISTRIBUTED REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES TRAVEL AND CONFERENCE	13.44 37.13 92.24
WARRANT TOTAL						\$142.81 *
005621	MCF CONSTRUCTION SERVICES PV-001250	FLD NOT USED	395825	UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	12,000.00
WARRANT TOTAL						\$12,000.00 *
003365	NOR-CAL TROPHIES PV-001232	FLD NOT USED	395826	UNDISTRIBUTED	MATERIALS AND SUPPLIES	71.24
WARRANT TOTAL						\$71.24 *
005645	GEORGE PARKER PV-001217	FLD NOT USED	395827	UNDISTRIBUTED	TRAVEL AND CONFERENCE	34.48
WARRANT TOTAL						\$34.48 *
005603	PIIONEER REVIEW PV-001247	FLD NOT USED	395828	UNDISTRIBUTED	NEWSPAPER ADVERTISEMENTS	242.00
WARRANT TOTAL						\$242.00 *
000233	PJUSD REVOLVING ACCOUNT RC-000015	PIERCE HIGH SCHOOL FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED	395829	REGULAR EDUCATION, K-12 UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED	TRAVEL AND CONFERENCE ALL OTHER LOCAL REVENUE ALL OTHER LOCAL REVENUE ALL OTHER LOCAL REVENUE ALL OTHER LOCAL REVENUE ALL OTHER LOCAL REVENUE	100.00 12.20 2,069.07 1,199.92 704.00 152.00
WARRANT TOTAL						\$4,237.19 *
005706	REGENCY MECHANICAL INC PO-000524	FLD NOT USED	395830	UNDISTRIBUTED	CONSULTING SERV/OPERATING EXP	14,800.00

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0042 ACCOUNTS PAYABLE

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount

WARRANT TOTAL					\$14,800.00 *
005139	ROCCO'S BAR & GRILL PV-001258 PIERCE HIGH SCHOOL	395831	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	400.00
WARRANT TOTAL					\$400.00 *
005686	RON DUPRATT FORD PV-001243 FLD NOT USED	395832	UNDISTRIBUTED	MATERIALS AND SUPPLIES	5.41
WARRANT TOTAL					\$5.41 *
003466	SAC-VAL PV-001236 FLD NOT USED	395833	UNDISTRIBUTED	MATERIALS AND SUPPLIES	333.91
WARRANT TOTAL					\$333.91 *
001771	DANIELLE SCHAAD PV-001220 FLD NOT USED	395834	REGULAR EDUCATION, K-12	TRAVEL AND CONFERENCE	92.65
WARRANT TOTAL					\$92.65 *
000310	SCHOOL SPECIALTY INC PO-000572 ARBUCKLE ELEMENTARY SCHOOL	395835	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	70.31
WARRANT TOTAL					\$70.31 *
005609	SIMILE CONSTUCTION SVC INC PV-001227 FLD NOT USED	395836	UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	589,284.66
WARRANT TOTAL					\$589,284.66 *
000774	SOUTHWEST INTERIORS INC PO-000398 FLD NOT USED	395837	UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	1,830.90
WARRANT TOTAL					\$1,830.90 *
005397	STEVENSON PEST CONTROL PV-001241 FLD NOT USED	395838	UNDISTRIBUTED	CONSULTING SERV/OPERATING EXP	370.00
WARRANT TOTAL					\$370.00 *
005386	STRICTLY TECHNOLOGY LLC PO-000537 FLD NOT USED	395839	UNDISTRIBUTED	MATERIALS AND SUPPLIES	48.25
WARRANT TOTAL					\$48.25 *
004443	SUTTER CO SUPT OF SCHOOLS PV-001231 FLD NOT USED	395840	UNDISTRIBUTED	MATERIALS AND SUPPLIES	1,105.00
WARRANT TOTAL					\$1,105.00 *
004986	ERIN SWEET PV-001214 PIERCE HIGH SCHOOL PV-001256 PIERCE HIGH SCHOOL	395841	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	117.16
WARRANT TOTAL					\$211.59 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0042 ACCOUNTS PAYABLE

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
004882	WILLIAM TAYLOR PV-001215	FLD NOT USED	395842	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	19.27 \$19.27 *
005513	TIFCO INDUSTRIES INC PV-001245	FLD NOT USED	395843	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	173.57 \$173.57 *
004592	VOLTAGE SPECIALISTS PV-001249	FLD NOT USED	395844	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	984.00 \$984.00 *
000111	WALLACE SAFE & LOCK CO INC PV-001237 PV-001239	FLD NOT USED FLD NOT USED	395845	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	30.13 30.13 \$60.26 *
000433	WILLIAMS REDI MIX INC. PV-001234	FLD NOT USED	395846	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	463.32 \$463.32 *
***	BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS:	47	TOTAL AMOUNT OF WARRANTS:	\$677,757.04*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF WARRANTS:	47	TOTAL AMOUNT OF WARRANTS:	\$677,757.04**

BATCH 43

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0043 ap

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant Reference	GOAL	OBJECT	Amount
001120	A-Z BUS SALES INC PV-001278	FLD NOT USED	395983	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	452.19 \$452.19 *
002380	ALHAMBRA PV-001287	FLD NOT USED FLD NOT USED FLD NOT USED	395984	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	56.31 46.50 70.94 \$173.75 *
005638	AMPLIFIED IT PO-000629	FLD NOT USED	395985	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	4,050.00 \$4,050.00 *
000141	ARBUCKLE PUBLIC UTILITIES PV-001276	FLD NOT USED	395986	UNDISTRIBUTED WARRANT TOTAL	WATER	44.00 \$44.00 *
000179	BUSWEST NORTH PV-001280	FLD NOT USED	395987	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	12.63 \$12.63 *
003990	CALIFORNIA AGRICULTURAL PO-000609	PIERCE HIGH SCHOOL	395988	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	200.00 \$200.00 *
004155	KIMBERLY CASTRO PV-001264	PIERCE HIGH SCHOOL	395989	REGULAR EDUCATION, K-12 WARRANT TOTAL	BOOKS OTHER THAN TEXTBOOKS	80.85 \$80.85 *
005400	CINTAS PV-001267	FLD NOT USED FLD NOT USED FLD NOT USED	395990	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP CONSULTING SERV/OPERATING EXP CONSULTING SERV/OPERATING EXP	343.79 30.28 427.70 \$801.77 *
000295	COLUSA CO WATER WORKS DIST #1 PV-001272	FLD NOT USED	395991	UNDISTRIBUTED WARRANT TOTAL	WATER	120.00 \$120.00 *
005729	CORPORATE FLEET SALES PV-001268	FLD NOT USED	395992	UNDISTRIBUTED WARRANT TOTAL	EQUIPMENT	23,797.55 \$23,797.55 *
005264	DE LAGE LANDEN PUBLIC FINANCE PV-001285	FLD NOT USED ARBUCKLE ELEMENTARY SCHOOL	395993	UNDISTRIBUTED REGULAR EDUCATION, K-12	COPY MACHINE MAINTENANCE COPY MACHINE MAINTENANCE	1,429.08 2,200.08

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0043 ap

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
		JOHNSON JR HIGH SCHOOL		REGULAR EDUCATION, K-12 WARRANT TOTAL	COPY MACHINE MAINTENANCE	1,641.51 \$5,270.67 *
004973	ANGELA DORANTES PV-001261	FLD NOT USED	395994	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	41.42 \$41.42 *
005138	EVERBANK COMMERCIAL FINANCE PV-001273	GRAND ISLAND ELEMENTARY SCHOOL	395995	REGULAR EDUCATION, K-12 WARRANT TOTAL	COPY MACHINE MAINTENANCE	219.06 \$219.06 *
000899	EWING IRRIGATION PROD PV-001283	FLD NOT USED	395996	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	675.16 \$675.16 *
005380	FESTIVALS OF MUSIC PV-001275	FLD NOT USED	395997	REGULAR EDUCATION, K-12 WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	68.00 \$68.00 *
005534	FLYERS ENERGY LLC PV-001279	FLD NOT USED FLD NOT USED	395998	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	FUEL FUEL	289.19 1,606.43 \$1,895.62 *
004136	GERLINGER STEEL PO-000559	PIERCE HIGH SCHOOL	395999	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	925.25 \$925.25 *
004816	GREENFIELD LEARNING INC PO-000613	FLD NOT USED	396000	UNDISTRIBUTED WARRANT TOTAL	PREPAID EXPENDITURES	9,900.00 \$9,900.00 *
003535	LAURA HANSEN PV-001288	FLD NOT USED	396001	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	26.53 \$26.53 *
001787	INLAND BUSINESS SYSTEMS PV-001289 PV-001290 PV-001291	PIERCE HIGH SCHOOL FLD NOT USED PIERCE HIGH SCHOOL	396002	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES CONSULTING SERV/OPERATING EXP COPY MACHINE MAINTENANCE	470.23 1,388.68 244.53 \$2,103.44 *
005337	INSECT LORE USA PO-000494	ARBUCKLE ELEMENTARY SCHOOL	396003	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	259.75 \$259.75 *
005222	J.M. KING CONSULTING INC. PV-001270	FLD NOT USED	396004	UNDISTRIBUTED	CONSULTING SERV/OPERATING EXP	2,791.25

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0043 ap

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
				WARRANT TOTAL		\$2,791.25 *
005098	JAMES MARTA & COMPANY LLP PV-001292	FLD NOT USED	396005	UNDISTRIBUTED WARRANT TOTAL	AUDIT EXPENSE	7,900.00 \$7,900.00 *
000483	BLAKE KITCHEN PV-001266	GRAND ISLAND ELEMENTARY	396006	SCHOOL REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	49.60 \$49.60 *
005583	LINCOLN AQUATICS PV-001282	FLD NOT USED	396007	COMMUNITY SERVICES WARRANT TOTAL	NONCAPITALIZED EQUIPMENT	5,254.77 \$5,254.77 *
005192	CATHERINE LOPEZ PV-001260	FLD NOT USED	396008	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	10.90 \$10.90 *
000376	NASCO PO-000457	PIERCE HIGH SCHOOL	396009	VOCATIONAL EDUCATION WARRANT TOTAL	MATERIALS AND SUPPLIES	1,024.05 \$1,024.05 *
005417	NORTH STATE TIRE PV-001294	FLD NOT USED	396010	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	3,623.10 \$3,623.10 *
000094	PACIFIC GAS & ELECTRIC CO PV-001271 PV-001284	FLD NOT USED FLD NOT USED	396011	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	GAS AND ELECTRICITY GAS AND ELECTRICITY	308.62 75.34 \$383.96 *
005723	JOHN PARKER PO-000619	PIERCE HIGH SCHOOL	396012	REGULAR EDUCATION, K-12 WARRANT TOTAL	RENTALS, LEASES AND REPAIRS	200.00 \$200.00 *
003005	PITNEY BOWES PV-001274	FLD NOT USED	396013	UNDISTRIBUTED WARRANT TOTAL	COMMUNICATIONS	718.21 \$718.21 *
003536	PITNEY BOWES INC PV-001286	FLD NOT USED	396014	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	104.97 \$104.97 *
000233	PJUSD REVOLVING ACCOUNT RC-000016	FLD NOT USED FLD NOT USED FLD NOT USED	396015	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED	ALL OTHER LOCAL REVENUE ALL OTHER LOCAL REVENUE ALL OTHER LOCAL REVENUE	152.00 489.00 63.00

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0043 ap

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
				WARRANT TOTAL		\$704.00 *
000682	PLATT ELECTRIC SUPPLY PV-001281	FLD NOT USED	396016	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	943.97 \$943.97 *
000110	POSTMASTER PV-001277	FLD NOT USED	396017	UNDISTRIBUTED WARRANT TOTAL	RENTALS, LEASES AND REPAIRS	72.00 \$72.00 *
005655	POWER DISTRIBUTORS PV-001296	PIERCE HIGH SCHOOL	396018	NONAGENCY-EDUCATIONAL WARRANT TOTAL	MATERIALS AND SUPPLIES	14.92 \$14.92 *
002428	ROJELIO VIRAMONTEZ PV-001269	ARBUCKLE ELEMENTARY SCHOOL FLD NOT USED	396019	REGULAR EDUCATION, K-12 UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP CONSULTING SERV/OPERATING EXP	4,500.00 1,500.00 \$6,000.00 *
005619	EARL JAMES RUSSELL PV-001263	FLD NOT USED	396020	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	28.34 \$28.34 *
003466	SAC-VAL PV-001295	FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED	396021	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	1,224.87 40.35 64.51 8,768.44 291.29 946.35 \$11,335.81 *
000310	SCHOOL SPECIALTY INC PO-000596	GRAND ISLAND ELEMENTARY SCHOOL	396022	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	15.82 \$15.82 *
005061	SUMMER SHADLEY PV-001265	GRAND ISLAND ELEMENTARY SCHOOL	396023	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	70.85 \$70.85 *
004205	JEFFREY STUIVENBERG PV-001262	FLD NOT USED	396024	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	28.34 \$28.34 *
004197	EMILY TAYLOR PV-001259	FLD NOT USED	396025	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	98.10 \$98.10 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0043 ap

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount
005115	TOP TIER DATACOM INC. PO-000521 PIERCE HIGH SCHOOL	396026	REGULAR EDUCATION, K-12 WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	3,570.00 \$3,570.00 *
004455	WARREN ASBESTOS ABATEMENT PO-000549 FLD NOT USED	396027	UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS	33,432.00 \$33,432.00 *
004097	WILLIAMS RADIATOR PV-001293 FLD NOT USED	396028	UNDISTRIBUTED WARRANT TOTAL	RENTALS, LEASES AND REPAIRS	594.52 \$594.52 *
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	46	TOTAL AMOUNT OF WARRANTS:	\$130,087.12*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS:	46	TOTAL AMOUNT OF WARRANTS:	\$130,087.12**

APY280 L.00.03

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 05/18/2018

BATCH 44

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FUND : 01 GENERAL FUND/COUNTY SCH.SRV.

OBJECT	DESCRIPTION	AMOUNT
3400	HEALTH & WELFARE	14,583.00
4200	BOOKS OTHER THAN TEXTBOOKS	2,005.32
4300	MATERIALS AND SUPPLIES	16,750.61
4400	NONCAPITALIZED EQUIPMENT	790.59
5200	TRAVEL AND CONFERENCE	3,801.22
5500	OPERATIONS & HOUSEKEEPING SERV	3,585.21
5600	RENTALS, LEASES AND REPAIRS	333.87
5800	CONSULTING SERV/OPERATING EXP	1,746.26
9330	PREPAID EXPENDITURES	389.00
9514	HEALTH/WELFARE LIAB	15,184.00
	TOTAL FUND :	59,169.08

APY280 L.00.03

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 05/18/2018

FUND : 13

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CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	877.76
4700	FOOD	12,799.01
5800	CONSULTING SERV/OPERATING EXP	180.00
	TOTAL FUND :	13,856.77

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 21

BUILDING FUND

OBJECT	DESCRIPTION	AMOUNT
6200	NEW & IMPROVEMENT OF BUILDINGS	50,001.41
	TOTAL FUND :	50,001.41
	TOTAL DISTRICT:	123,027.26

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BATCH 0044 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
001120	A-Z BUS SALES INC PV-001317	FLD NOT USED	396212	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	172.99 \$172.99 *
000128	ALSCO-GEYER IRRIGATION INC PV-001323	FLD NOT USED	396213	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	10.96 \$10.96 *
004503	ALSCO-GEYER/ACE HARDWARE PO-000257 PO-000579 PV-001329	PIERCE HIGH SCHOOL PIERCE HIGH SCHOOL FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED	396214	VOCATIONAL EDUCATION VOCATIONAL EDUCATION UNDISTRIBUTED COMMUNITY SERVICES UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	94.45 927.25 1,165.06 144.74 26.79 17.15 \$2,375.44 *
000139	ARBUCKLE FOOD CENTER PV-001305	FLD NOT USED	396215	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	108.59 \$108.59 *
005735	ASCA PO-000616	FLD NOT USED	396216	UNDISTRIBUTED WARRANT TOTAL	PREPAID EXPENDITURES	389.00 \$389.00 *
000179	BUSWEST NORTH PV-001325 PV-001326	FLD NOT USED FLD NOT USED	396217	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	NONCAPITALIZED EQUIPMENT MATERIALS AND SUPPLIES	790.59 694.86 \$1,485.45 *
004919	CARVALHO'S HEATING & PV-001319	FLD NOT USED	396218	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	306.96 \$306.96 *
000071	CLOSE LUMBER INC PO-000256 PO-000324 PO-000555 PV-001328	PIERCE HIGH SCHOOL JOHNSON JR HIGH SCHOOL PIERCE HIGH SCHOOL FLD NOT USED	396219	VOCATIONAL EDUCATION REGULAR EDUCATION, K-12 VOCATIONAL EDUCATION UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	30.97 260.66 1,352.29 253.78 \$1,897.70 *
000658	CMA OF SACRAMENTO PV-001310	FLD NOT USED	396220	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	107.25 \$107.25 *
001763	COLUSA DAIRY PV-001307	FLD NOT USED	396221	UNDISTRIBUTED	FOOD	231.34

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0044 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
WARRANT TOTAL						\$231.34 *
000429	CRYSTAL CREAMERY PV-001306	FLD NOT USED	396222	UNDISTRIBUTED	FOOD	2,766.59
WARRANT TOTAL						\$2,766.59 *
000428	THE DANIELSEN CO. PV-001308	FLD NOT USED FLD NOT USED	396223	UNDISTRIBUTED	MATERIALS AND SUPPLIES	598.86
WARRANT TOTAL						\$6,295.69 *
000028	DEPT OF JUSTICE PV-001304	FLD NOT USED	396224	UNDISTRIBUTED	FINGERPRINTING	536.00
WARRANT TOTAL						\$536.00 *
003861	DINN BROS. INC. PO-000569	ARBUCKLE ELEMENTARY SCHOOL	396225	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	448.75
WARRANT TOTAL						\$448.75 *
004962	PERLA DUARTE PV-001300	PIERCE HIGH SCHOOL	396226	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	103.20
WARRANT TOTAL						\$103.20 *
000387	LORI FOSTER PV-001299	ARBUCKLE ELEMENTARY SCHOOL ARBUCKLE ELEMENTARY SCHOOL	396227	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	10.84
WARRANT TOTAL						\$48.94 *
000127	FRONTIER PO-000405	FLD NOT USED	396228	UNDISTRIBUTED	MATERIALS AND SUPPLIES	723.22
WARRANT TOTAL						\$723.22 *
005634	GENERAL PRODUCE COMPANY PV-001303	FLD NOT USED	396229	UNDISTRIBUTED	FOOD	4,104.25
WARRANT TOTAL						\$4,104.25 *
004136	GERLINGER STEEL PO-000580	PIERCE HIGH SCHOOL	396230	VOCATIONAL EDUCATION	MATERIALS AND SUPPLIES	179.68
WARRANT TOTAL						\$179.68 *
004976	HARRIS COMPUTER SYSTEMS PV-001312 PV-001313	FLD NOT USED FLD NOT USED	396231	UNDISTRIBUTED	CONSULTING SERV/OPERATING EXP	95.00
WARRANT TOTAL						\$170.00 *
005119	HD SUPPLY FACILITIES MAINT PV-001320	FLD NOT USED	396232	COMMUNITY SERVICES	MATERIALS AND SUPPLIES	243.99

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0044 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount

WARRANT TOTAL					\$243.99 *
005482	HIGBY'S COUNTRY FEED INC. PO-000578 PIERCE HIGH SCHOOL	396233	VOCATIONAL EDUCATION	MATERIALS AND SUPPLIES	297.42
WARRANT TOTAL					\$297.42 *
000475	JEFF SAVAGE PLUMBING PV-001324 FLD NOT USED	396234	UNDISTRIBUTED	MATERIALS AND SUPPLIES	591.61
	FLD NOT USED		UNDISTRIBUTED	RENTALS, LEASES AND REPAIRS	333.87
WARRANT TOTAL					\$925.48 *
001758	KELLEHER PAINT PV-001321 FLD NOT USED	396235	UNDISTRIBUTED	MATERIALS AND SUPPLIES	71.09
WARRANT TOTAL					\$71.09 *
005694	LOZANO SMITH LLP PV-001327 FLD NOT USED	396236	UNDISTRIBUTED	LEGAL FEES	90.50
WARRANT TOTAL					\$90.50 *
003446	TAMMY MINTEN PV-001298 FLD NOT USED	396237	UNDISTRIBUTED	TRAVEL AND CONFERENCE	31.07
WARRANT TOTAL					\$31.07 *
005422	MUSEUM OF SCIENCE PO-000599 FLD NOT USED	396238	REGULAR EDUCATION, K-12	BOOKS OTHER THAN TEXTBOOKS	2,005.32
WARRANT TOTAL					\$2,005.32 *
000094	PACIFIC GAS & ELECTRIC CO PV-001311 FLD NOT USED	396239	UNDISTRIBUTED	GAS AND ELECTRICITY	317.67
WARRANT TOTAL					\$317.67 *
005603	PIONEER REVIEW PV-001309 FLD NOT USED	396240	UNDISTRIBUTED	NEWSPAPER ADVERTISEMENTS	22.50
WARRANT TOTAL					\$22.50 *
004899	PLEASANT AIR COMPANY PV-001322 FLD NOT USED	396241	UNDISTRIBUTED	MATERIALS AND SUPPLIES	3,515.66
WARRANT TOTAL					\$3,515.66 *
004206	RECOLOGY BUTTE COLUSA COUNTIES PV-001316 FLD NOT USED	396242	UNDISTRIBUTED	GARBAGE	3,267.54
WARRANT TOTAL					\$3,267.54 *
005309	SOMMERS ARCHITECTURE PV-001302 FLD NOT USED	396243	UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	23,735.75
WARRANT TOTAL					\$23,735.75 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0044 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount
005397	STEVENSON PEST CONTROL PV-001318 FLD NOT USED	396244	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	370.00 \$370.00 *
005386	STRICTLY TECHNOLOGY LLC PO-000594 FLD NOT USED PO-000603 FLD NOT USED PO-000604 FLD NOT USED	396245	UNDISTRIBUTED REGULAR EDUCATION, K-12 UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	9,732.00 3,341.48 264.95 \$13,338.43 *
000536	SUTTER COUNTY SUPT OF SCHLS PO-000417 DO-PHS	396246	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	200.00 \$200.00 *
004197	EMILY TAYLOR PV-001297 JOHNSON JR HIGH SCHOOL	396247	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	15.10 \$15.10 *
005730	KYLE TERAMOTO PV-001301 FLD NOT USED	396248	UNDISTRIBUTED WARRANT TOTAL	FINGERPRINTING	20.00 \$20.00 *
005688	THATCHER COMPANY PV-001315 FLD NOT USED FLD NOT USED	396249	COMMUNITY SERVICES COMMUNITY SERVICES WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	1,012.98 320.00- \$692.98 *
004228	TMP SERVICES INC PO-000602 FLD NOT USED	396250	UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS	16,533.66 \$16,533.66 *
000841	TRI-COUNTY SCHOOLS PV-001314 FLD NOT USED FLD NOT USED FLD NOT USED	396251	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	HEALTH & WELFARE-CLASSIFIED HEALTH & WELFARE-CLASSIFIED HEALTH/WELFARE LIAB	6,865.00 7,718.00 15,184.00 \$29,767.00 *
005545	U.S. BANK CORP PAYMENT SYSTEM RC-000017 PIERCE HIGH SCHOOL FLD NOT USED PIERCE HIGH SCHOOL FLD NOT USED PIERCE HIGH SCHOOL JOHNSON JR HIGH SCHOOL FLD NOT USED FLD NOT USED FLD NOT USED	396252	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 VOCATIONAL EDUCATION REGULAR EDUCATION, K-12 UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED	MATERIALS AND SUPPLIES TRAVEL AND CONFERENCE TRAVEL AND CONFERENCE CONSULTING SERV/OPERATING EXP TRAVEL AND CONFERENCE MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES CONSULTING SERV/OPERATING EXP	158.26 356.80 23.60 400.30 3,189.75 810.89 34.50 120.00 10.00

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0044 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount

WARRANT TOTAL						\$5,104.10 *
***	BATCH TOTALS	***	TOTAL NUMBER OF WARRANTS:	41	TOTAL AMOUNT OF WARRANTS:	\$123,027.26*
***	DISTRICT TOTALS	***	TOTAL NUMBER OF WARRANTS:	41	TOTAL AMOUNT OF WARRANTS:	\$123,027.26**

APY280 L.00.03

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 05/25/2018

BATCH 45

05/24/18 PAGE 7

FUND : 01 GENERAL FUND/COUNTY SCH.SRV.

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	11,349.01
5200	TRAVEL AND CONFERENCE	177.84
5500	OPERATIONS & HOUSEKEEPING SERV	15,087.06
5600	RENTALS, LEASES AND REPAIRS	3,130.69
5800	CONSULTING SERV/OPERATING EXP	632.00
5900	COMMUNICATIONS	468.72
9516	WORKER'S COMP LIAB	15,363.00
	TOTAL FUND :	46,208.32

APY280 L.00.03

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 05/25/2018

05/24/18 PAGE 8
FUND : 13 CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	776.77
4700	FOOD	31,372.81
	TOTAL FUND :	32,149.58

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 21

BUILDING FUND

OBJECT	DESCRIPTION	AMOUNT
6100	LAND	667,184.55
6200	NEW & IMPROVEMENT OF BUILDINGS	960.00
	TOTAL FUND :	668,144.55
	TOTAL DISTRICT:	746,502.45

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0045 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
000179	BUSWEST NORTH PV-001351	FLD NOT USED	396402	UNDISTRIBUTED	MATERIALS AND SUPPLIES	333.43
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	89.88
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	89.88-
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	5.40
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	345.85
		FLD NOT USED		UNDISTRIBUTED	RENTALS, LEASES AND REPAIRS	1,967.29
		FLD NOT USED		UNDISTRIBUTED	RENTALS, LEASES AND REPAIRS	532.00
				WARRANT TOTAL		\$3,183.97 *
000043	COLUSA COUNTY OFFICE OF ED PV-001353	FLD NOT USED	396403	UNDISTRIBUTED	WORKER'S COMP LIAB	15,363.00
				WARRANT TOTAL		\$15,363.00 *
005121	CUMMINS PACIFIC LLC PO-000640	FLD NOT USED	396404	UNDISTRIBUTED	CONSULTING SERV/OPERATING EXP	577.00
				WARRANT TOTAL		\$577.00 *
005534	FLYERS ENERGY LLC PV-001350	FLD NOT USED	396405	UNDISTRIBUTED	FUEL	714.84
		FLD NOT USED		UNDISTRIBUTED	FUEL	3,543.07
				WARRANT TOTAL		\$4,257.91 *
000574	CAROL GEYER PV-001332	FLD NOT USED	396406	UNDISTRIBUTED	TRAVEL AND CONFERENCE	33.96
	PV-001335	FLD NOT USED		UNDISTRIBUTED	TRAVEL AND CONFERENCE	57.77
				WARRANT TOTAL		\$91.73 *
001651	GOLD STAR FOODS PV-001338	FLD NOT USED	396407	UNDISTRIBUTED	MATERIALS AND SUPPLIES	776.77
		FLD NOT USED		UNDISTRIBUTED	FOOD	31,372.81
				WARRANT TOTAL		\$32,149.58 *
005183	AMY HANNON-KORYNTA PV-001331	JOHNSON JR HIGH SCHOOL	396408	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	82.65
				WARRANT TOTAL		\$82.65 *
001787	INLAND BUSINESS SYSTEMS PV-001337	GRAND ISLAND ELEMENTARY SCHOOL	396409	REGULAR EDUCATION, K-12	COPY MACHINE MAINTENANCE	81.40
				WARRANT TOTAL		\$81.40 *
005736	KERI LOVELADY-MATAMOROS PV-001336	FLD NOT USED	396410	UNDISTRIBUTED	FINGERPRINTING	10.00
				WARRANT TOTAL		\$10.00 *
005728	MCCUEN CONSTRUCTION INC PO-000639	FLD NOT USED	396411	UNDISTRIBUTED	LAND	667,184.55

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0045 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
WARRANT TOTAL						\$667,184.55 *
003446	TAMMY MINTEN PV-001330	FLD NOT USED	396412	UNDISTRIBUTED	TRAVEL AND CONFERENCE	20.71
WARRANT TOTAL						\$20.71 *
005611	LAILA MURHI PV-001333	FLD NOT USED FLD NOT USED	396413	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES TRAVEL AND CONFERENCE	91.96 65.40
WARRANT TOTAL						\$157.36 *
005305	NICOLE NEWMAN PV-001334	PIERCE HIGH SCHOOL	396414	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	89.64
WARRANT TOTAL						\$89.64 *
000094	PACIFIC GAS & ELECTRIC CO PV-001340	FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED FLD NOT USED	396415	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED COMMUNITY SERVICES	GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY	3,850.42 969.17 7,566.43 1,806.18 105.26 29.38
WARRANT TOTAL						\$14,326.84 *
005603	PIONEER REVIEW PV-001341 PV-001343	FLD NOT USED FLD NOT USED	396416	UNDISTRIBUTED UNDISTRIBUTED	NEWSPAPER ADVERTISEMENTS NEWSPAPER ADVERTISEMENTS	22.50 22.50
WARRANT TOTAL						\$45.00 *
004899	PLEASANT AIR COMPANY PV-001344	FLD NOT USED	396417	UNDISTRIBUTED	MATERIALS AND SUPPLIES	376.06
WARRANT TOTAL						\$376.06 *
005724	RAFT SAN JOSE PO-000620	ARBUCKLE ELEMENTARY SCHOOL	396418	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	355.86
WARRANT TOTAL						\$355.86 *
004206	RECOLOGY BUTTE COLUSA COUNTIES PV-001347	FLD NOT USED	396419	UNDISTRIBUTED	GARBAGE	760.22
WARRANT TOTAL						\$760.22 *
003466	SAC-VAL PV-001348	FLD NOT USED	396420	UNDISTRIBUTED	MATERIALS AND SUPPLIES	1,416.68
WARRANT TOTAL						\$1,416.68 *
004512	SCHOOL NURSE SUPPLY PO-000630	FLD NOT USED	396421	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	547.18

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0045 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount
WARRANT TOTAL					\$547.18 *
000310	SCHOOL SPECIALTY INC	396422			
	PO-000554 ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	309.37
	ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	18.24
	PO-000570 ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	18.99
	ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	192.42
	PO-000625 ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	180.50
	ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	99.93
WARRANT TOTAL					\$819.45 *
005365	TERRACON CONSULTANTS INC	396423			
	PV-001352 FLD NOT USED		UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	960.00
WARRANT TOTAL					\$960.00 *
005416	TFD UNLIMITED LLC	396424			
	PO-000591 PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	275.00
	JOHNSON JR HIGH SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	275.00
WARRANT TOTAL					\$550.00 *
003982	THE TREMONT GROUP	396425			
	PV-001345 FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	751.15
	PV-001346 FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	1,194.09
WARRANT TOTAL					\$1,945.24 *
001199	UMPQUA BANK	396426			
	PV-001339 FLD NOT USED		UNDISTRIBUTED	RENTALS, LEASES AND REPAIRS	550.00
WARRANT TOTAL					\$550.00 *
005035	VALLEY TRUCK & TRACTOR CO.	396427			
	PV-001349 FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	131.70
WARRANT TOTAL					\$131.70 *
000610	VERIZON WIRELESS	396428			
	PV-001342 FLD NOT USED		UNDISTRIBUTED	COMMUNICATIONS	468.72
WARRANT TOTAL					\$468.72 *
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	27	TOTAL AMOUNT OF WARRANTS:	\$746,502.45*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS:	27	TOTAL AMOUNT OF WARRANTS:	\$746,502.45**

BATCH 40

APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 06/01/2018

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DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 01

GENERAL FUND/COUNTY SCH.SRV.

OBJECT	DESCRIPTION	AMOUNT
4200	BOOKS OTHER THAN TEXTBOOKS	34.49
4300	MATERIALS AND SUPPLIES	13,353.52
4400	NONCAPITALIZED EQUIPMENT	6,039.31
5200	TRAVEL AND CONFERENCE	214.19
5300	DUES AND MEMBERSHIPS	89.00
5600	RENTALS, LEASES AND REPAIRS	640.00
5800	CONSULTING SERV/OPERATING EXP	25,586.86
5900	COMMUNICATIONS	1,000.00
6200	NEW & IMPROVEMENT OF BUILDINGS	2,330.00
8600	LOCAL REVENUES	15.00
9330	PREPAID EXPENDITURES	560.00
	TOTAL FUND :	49,862.37

APY280 L.00.03

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

COLUSA COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE SUMMARY BY OBJECT
FOR WARRANTS DATED 06/01/2018

FUND : 13

05/31/18 PAGE 7

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
5800	CONSULTING SERV/OPERATING EXP	420.00
	TOTAL FUND :	420.00

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 21 BUILDING FUND

OBJECT	DESCRIPTION	AMOUNT
6100	LAND	73,694.70
	TOTAL FUND :	73,694.70
	TOTAL DISTRICT:	123,977.07

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0046 AP

Vendor#	Vendor name (remit)	Warrant	GOAL	OBJECT	Amount
Reference	SCHOOL				
005481	ALMOND DIESEL REPAIR INC. PV-001370 FLD NOT USED PV-001371 FLD NOT USED	396551	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	RENTALS, LEASES AND REPAIRS RENTALS, LEASES AND REPAIRS	395.00 245.00 \$640.00 *
004032	ASCD PV-001367 JOHNSON JR HIGH SCHOOL	396552	REGULAR EDUCATION, K-12 WARRANT TOTAL	DUES AND MEMBERSHIPS	89.00 \$89.00 *
004474	JENNIFER BARHAM PV-001358 ARBUCKLE ELEMENTARY SCHOOL	396553	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	95.14 \$95.14 *
000179	BUSWEST NORTH PV-001368 FLD NOT USED FLD NOT USED FLD NOT USED	396554	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES NONCAPITALIZED EQUIPMENT NONCAPITALIZED EQUIPMENT	286.39- 7,647.85 1,608.54- \$5,752.92 *
000205	CONTINENTAL ATHLETIC SUPPLY PO-000381 PIERCE HIGH SCHOOL PIERCE HIGH SCHOOL	396555	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	1,070.16 4,743.43 \$5,813.59 *
005740	DAVID COOROUGH PV-001362 FLD NOT USED	396556	UNDISTRIBUTED WARRANT TOTAL	FINGERPRINTING	10.00 \$10.00 *
005719	DAVIDS BROKEN NOTE PO-000598 JOHNSON JR HIGH SCHOOL	396557	REGULAR EDUCATION, K-12 WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	510.00 \$510.00 *
005520	EAGLE ARCHITECTS PO-000654 FLD NOT USED	396558	UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS	2,330.00 \$2,330.00 *
004850	FAGEN FRIEDMAN & FULFROST LLP PV-001374 FLD NOT USED FLD NOT USED	396559	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	LEGAL FEES LEGAL FEES	40,345.86 15,291.00- \$25,054.86 *
005534	FLYERS ENERGY LLC PV-001372 FLD NOT USED FLD NOT USED	396560	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	FUEL FUEL	538.03 3,239.94 \$3,777.97 *
000574	CAROL GEYER PV-001354 FLD NOT USED	396561	UNDISTRIBUTED	TRAVEL AND CONFERENCE	57.77

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0046 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
	PV-001359	FLD NOT USED		UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	15.00 \$72.77 *
005281	CAROL KEISER PV-001356 PV-001357	PIERCE HIGH SCHOOL PIERCE HIGH SCHOOL	396562	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	12.56 23.95 \$36.51 *
005192	CATHERINE LOPEZ PV-001361 PV-001375	FLD NOT USED FLD NOT USED	396563	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE TRAVEL AND CONFERENCE	20.71 20.71 \$41.42 *
005741	SAMANTHA MARLOW PV-001366	ARBUCKLE ELEMENTARY SCHOOL	396564	UNDISTRIBUTED WARRANT TOTAL	ALL OTHER LOCAL REVENUE	15.00 \$15.00 *
005728	MCCUEN CONSTRUCTION INC PO-000639	FLD NOT USED	396565	UNDISTRIBUTED WARRANT TOTAL	LAND	42,815.45 \$42,815.45 *
005305	NICOLE NEWMAN PV-001355	PIERCE HIGH SCHOOL	396566	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	289.41 \$289.41 *
002580	ORIENTAL TRADING CO PO-000648	GRAND ISLAND ELEMENTARY SCHOOL	396567	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	31.94 \$31.94 *
004826	MARY ORNBAUN PV-001364	PIERCE HIGH SCHOOL PIERCE HIGH SCHOOL PIERCE HIGH SCHOOL	396568	UNDISTRIBUTED REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	110.33 634.78 163.00 \$908.11 *
000094	PACIFIC GAS & ELECTRIC CO PV-001376	FLD NOT USED	396569	UNDISTRIBUTED WARRANT TOTAL	LAND	30,879.25 \$30,879.25 *
003820	PURCHASE POWER PV-001373	FLD NOT USED	396570	UNDISTRIBUTED WARRANT TOTAL	COMMUNICATIONS	1,000.00 \$1,000.00 *
001085	REALLY GOOD STUFF PO-000647	GRAND ISLAND ELEMENTARY SCHOOL	396571	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	335.98 \$335.98 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0046 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
005449	MARY REILLY PV-001360	JOHNSON JR HIGH SCHOOL	396572	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	31.75 \$31.75 *
003466	SAC-VAL PV-001369	FLD NOT USED	396573	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	742.21 \$742.21 *
000310	SCHOOL SPECIALTY INC PO-000659	ARBUCKLE ELEMENTARY SCHOOL	396574	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	282.98 \$282.98 *
003064	SCHOOL SPECIALTY/CLASSROOM DIR PO-000646	GRAND ISLAND ELEMENTARY SCHOOL	396575	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	42.89 \$42.89 *
001750	SCOE PO-000336	FLD NOT USED	396576	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	100.00 \$100.00 *
003621	SYNCB/AMAZON PO-000560 PO-000561 PO-000589 PO-000590 PO-000606 PO-000607 PO-000612 PO-000621 PO-000631 PO-000643	PIERCE HIGH SCHOOL ARBUCKLE ELEMENTARY SCHOOL JOHNSON JR HIGH SCHOOL JOHNSON JR HIGH SCHOOL PIERCE HIGH SCHOOL PIERCE HIGH SCHOOL ARBUCKLE ELEMENTARY SCHOOL PIERCE HIGH SCHOOL PIERCE HIGH SCHOOL ARBUCKLE ELEMENTARY SCHOOL GRAND ISLAND ELEMENTARY SCHOOL	396577	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES BOOKS OTHER THAN TEXTBOOKS MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES BOOKS OTHER THAN TEXTBOOKS	15.38 116.80 12.18 114.01 33.87 32.07 281.34 89.58 81.72 99.49 22.31 \$898.75 *
004627	UC REGENTS PO-000656	FLD NOT USED	396578	UNDISTRIBUTED WARRANT TOTAL	PREPAID EXPENDITURES	560.00 \$560.00 *
005739	STACIE VELAZQUEZ PV-001363	FLD NOT USED	396579	UNDISTRIBUTED WARRANT TOTAL	FINGERPRINTING	12.00 \$12.00 *
004592	VOLTAGE SPECIALISTS PV-001365	FLD NOT USED	396580	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	420.00 \$420.00 *
000433	WILLIAMS REDI MIX INC. PO-000641	PIERCE HIGH SCHOOL	396581	VOCATIONAL EDUCATION	MATERIALS AND SUPPLIES	387.17

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0046 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount

			WARRANT TOTAL		\$387.17 *
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	31	TOTAL AMOUNT OF WARRANTS:	\$123,977.07*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS:	31	TOTAL AMOUNT OF WARRANTS:	\$123,977.07**

ARCHITECTURAL SERVICES AGREEMENT
BETWEEN
PIERCE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")
AND
EAGLE ARCHITECTS
FOR
PERFORMANCE OF ARCHITECTURAL SERVICES
of the
WEIGHT ROOM REMODEL PROJECT
At
PIERCE HIGH SCHOOL
PN PHS-12

ARCHITECTURAL SERVICES AGREEMENT

This Agreement is made and entered into this 18th day of May, in the year 2018, between the Pierce Joint Unified School District ("District"), and EAGLE ARCHITECTS ("Architect"), collectively referred to herein as "Parties." This Agreement shall include all terms and conditions set forth herein.

WHEREAS, District intends to remodel the south side of the North Gym space to construct new Weight Room (PN PHS -12) at PIERCE HIGH SCHOOL; and

WHEREAS, the Architect is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I ARCHITECT'S SERVICES AND RESPONSIBILITIES

- A. This Agreement shall contain the general duties and responsibilities of the Parties.
- B. The Architect's basic services shall consist of those services performed by the Architect, Architect's employees, and Architect's consultants, as enumerated in Articles II and III of this Agreement.
- C. The Architect's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the Work. Architect represents that it and its employees, agents, and subcontractors will follow the standards of their profession in performing all services under this Agreement. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. The Project Schedule is set forth in Exhibit "C".
- D. The Architect shall prepare ~~schematic design, design development, and~~ construction documents. The construction documents shall be submitted to the Division of the State Architect ("DSA") for review and approval.
- E. Architect represents that Architect is licensed to provide architectural services in the State of California and is specially qualified to provide the services required by the District and as specified in this agreement, specifically the design and construction oversight of public school projects.

ARTICLE II SCOPE OF ARCHITECT'S SERVICES

- A. **Description of Basic Services.** The Architect's basic services include those services, as needed and described in this Article, and include structural, ~~mechanical, electrical engineering, (including low voltage), landscape architecture, civil engineering services,~~ and such other services as necessary to produce a complete and accurate set of Construction Documents

defined as including, but not limited to, the following: review of the agreement between District and Contractor awarded the Project ("Contractor"), review of the general and supplementary conditions of the Contract between District and Contractor, and preparation of drawings, specifications, addenda, and other documents listed in the Agreement, and modifications issued after execution of the District and Contractor Contract. A more detailed description of the Project is attached hereto as Exhibit "A".

B. Required Approvals. The Architect shall assist the District in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, as well as the Office of Public School Construction ("OPSC") and DSA.

C. Utility Review. The Architect, based on available documents from the District and/or public agencies, shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project. If, in the Architect's professional opinion, there are questions or concerns regarding the reliability or accuracy of the available documents, the Architect shall notify the District in writing.

D. Planning Surveys. The Architect shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations, as needed.

E. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, the District's representative(s), and other consultants of the District during Project development.

F. Drawing Revisions. The Architect shall make revisions in Drawings, Specifications, the Project Manual or other documents when such revisions are inconsistent with approvals or instructions previously given by District, including revisions made necessary by adjustments in the District's program or Project Budget.

~~**G. Programmatic Changes.** The Architect shall provide services required due to programmatic changes in the Project, including but not limited to size, quality, complexity, method of bidding, or negotiating the Contract for construction.~~

~~**H. Cost Estimates.** The Architect shall prepare detailed estimates of construction cost for review and comment by the District.~~

~~**I. Quantity Surveys.** The Architect shall prepare quantity surveys, which provide inventories of material, equipment, or labor, for review and comment by the District.~~

~~**J. Operating Costs.** The Architect shall provide analyses of District ownership and anticipated operating costs for the Project.~~

~~**K. Interior Design.** The Architect shall provide interior design and other services required for, or in connection with, graphics and signage.~~

L. Material Quality. To the extent the Architect is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the Architect shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for

carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the Project to ensure that they meet the design intent and specifications.

M. Material Consistency. The Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of Public Contract Code section 3400.

N. No Asbestos. The Architect shall certify to the best of its information pursuant to title 40, Code of Federal Regulations section 763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the Project and will require that Contractors provide District with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). Architect shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final Project submittal.

O. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for the District.

P. Public Presentations. The Architect shall prepare for and make formal presentations to the Governing Board of District and attend public hearings, and other public meetings at the direction of District. In addition, Architect shall attend and assist in legal proceedings that arise from errors or omissions of the Architect.

Q. Written Modifications. The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement between the District and Architect.

R. Legal Compliance. The Architect shall comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable to the Project.

S. Access to Work. The Architect shall have access to the Work at all times.

T. Scope of Services. The Architect's Basic Services include all services needed for the scope of work, including structural, ~~mechanical and electrical engineering (including low-voltage)~~, landscape architecture, ~~civil site engineering services, interior design, lighting, waterproofing~~ and such other services as necessary for design of the Work.

U. The Architect's responsibility to provide Basic Services terminates at the earlier of the issuance to District of the final Project Contractor's Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work.

**ARTICLE III
DESIGN AND ADMINISTRATIVE PHASES**

A. Planning And Schematic Design Phase.

1. Review of Project Requirements. The Architect shall review the program, schedule, and construction budget furnished by District to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with District, ~~and at the request of the District, shall meet with education stakeholders as necessary to discuss and determine programmatic requirements. Architect shall take meeting minutes of all Design Phase meetings. The Architect shall provide to the District minutes of any such meetings within three-~~ (3) business days of the meeting.

2. Methods of Project Delivery. The Architect shall review with District proposed site use and improvements, selection of materials, and methods of Project delivery. Architect acknowledges that the District may construct the Project using the Lease-Leaseback method of project delivery. In such an event the Architect agrees to modify its duties under this contract to accommodate this method of construction.

3. Specific Considerations. The Architect shall review with the District the following specific considerations to be taken into account in the design of the Project:

a. *Information Technology Systems.* Architect shall discuss with District representatives the manner in which the Project may be designed to include information technology systems, including writing systems, adequate to meet the needs of both the Project building systems and additional building systems that the District may add to the Project at a later date.

b. *Sustainability/LEED Analysis.* Architect shall be Leadership in Energy and Environmental Design ("LEED") accredited. Architect shall discuss with District representatives options for Project design that is sustainable or environmentally responsible and resource-efficient. Architect shall also discuss with the District design options which may result in LEED certification for the Project, including options for different levels of LEED certification.

c. *Building Maintenance.* Architect shall discuss with District representatives the ways in which the Project may be designed so that it is compatible with District maintenance resources. As discussed in Article III, Section C, subsection 9, below, the Architect shall utilize grants and outside funding services and work with District to utilize and consider funding from grants and alternative funding services.

4. Alternative Design and Construction. The Architect shall review with District any appropriate alternative approaches to design and construction of the Project.

5. ~~Updating Schematic Documents. At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to District and Architect, the Architect shall provide schematic design studies for District's review and information.~~

6. ~~Schematic Design Submittal.~~ Upon completion of the Schematic Design Phase, the Architect shall provide Schematic Design Documents consisting of drawings, specifications, descriptions of building systems and other documents illustrating the scale and relationship of Project components and descriptions of building systems for District's review. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations which are applicable to these documents and shall be sufficient to prepare Project cost estimates. The documents shall also be supplied to the District for review and preparation of the cost estimate.

7. Budget Requirements. The Architect shall perform Schematic Design Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District. ~~The Architect shall prepare a schematic design cost estimate for review by the District.~~

8. Site Conditions and Project Requirements. The Architect shall be entitled to rely on the accuracy and completeness of the information, surveys, and reports issued by the District or the District's consultants.

9. Investigation. Notwithstanding Article III, Section A, subsection 8, above, the Architect shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

10. ~~Project Schedule.~~ Architect shall prepare a Project Design Schedule for review and approval by the District. ~~The Design Schedule shall be periodically updated by the Architect.~~

B. Design Development Phase.

1. ~~Design Development Documents.~~ Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for District's approval. Such documents shall consist of site and floor plans, elevations, cross-sections, outline specifications, and other documents necessary to depict the Design of the Project, and shall outline specifications to fix and illustrate the size, character, and quality of the entire Project as to the Program requirements, landscapes, civil, structural, mechanical and electrical systems, materials, and such other essentials as may be appropriate.

2. Updating Drawings. At intervals mutually agreeable to District and Architect, the Architect shall provide drawings and other documents that depict the current status of design development for District's review.

3. ~~Design Development Submittal.~~ Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications, and other documents for District's review, approval and for the preparation of the cost estimate. The Architect shall review with District the selection of building systems and equipment.

4. Cost/Budget.

a. ~~The Architect shall make any needed updates to Construction Cost~~

~~estimate, for review and comment by the District.~~

b. The Architect shall perform ~~Design Development~~ Services to keep the Project within all budget and scope constraints set by the District, unless otherwise modified by written authorization by the District.

C. Construction Documents Phase.

1. CAD Drawings. The Architect shall prepare and provide to the District, from the Design Development Documents approved by District, Construction Documents consisting of drawings (in most recent AutoCAD or REVIT format), and specifications setting forth, in detail, the requirements for the construction of the entire Project in conformity with all applicable governmental and code requirements and requirements of all governmental agencies having jurisdiction over the Project including OPSC and DSA. This requirement shall be excused when the particular Project includes modernization or re-use of existing designs, and when portions of the documents may not be computer generated. In such case, that portion of the Project employing existing drawings need not be reduced to CAD. The Construction Documents shall show all the Work to be done, the materials, workmanship, and finishes required for the Project. The Construction Documents shall be stamped and signed by licensed professionals for the Architect and relevant engineers contracted by the Architect.

2. Design Elements to Prevent Water Intrusion. The Parties to this Agreement recognize that the failure of trade contractors to properly seal buildings against water intrusion is a significant and growing problem in public construction. Notwithstanding the Contractor's responsibility, the Architect shall include specific details in the Construction Documents regarding window, door, roof and any other elements of construction to protect the Project from water intrusion, and shall further fully illustrate and describe all aspects of such construction to include all design components that prevent water intrusion into the completed structure.

3. Fees. The District shall pay all fees required by such governmental authority as mentioned in Article II, Section C, subsection 1, above. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so payments may be prepared. Architect shall not charge a mark-up on costs associated with governmental agency fees when the Architect pays such fees for the District.

4. Construction Documents Submittals. Upon 90% completion of the Construction Documents Phase, the Architect shall provide updated Construction Documents for District's review ~~and an updated Construction Cost estimate for review.~~ The Architect shall also supply the District updated copies of the construction documents when they are 100% complete. The Architect shall also supply the District copies of all documents submitted to DSA.

5. Ownership of Documents.

a. Although the official copyright in all Project Documents shall remain with the Architect or other applicable Consultants, the plans, specifications, and estimates for the Project shall be and remain the property of District, pursuant to section 17316 of the Education Code.

b. In the event the District completes, modifies, or uses the plans, specifications, studies, drawings, estimates, other documents, or any other works of authorship prepared by the Architect following conclusion of this Project or at such other time or circumstance where the Architect is not directly supervising the completion, modification, utilization, and/or application of the aforementioned documents and/or Work, the District acknowledges that such use shall be at the District's sole risk and without liability to the Architect, its employees, and its consultants. Prior to re-use of the Architect's documents, the District agrees to notify the Architect in writing of such re-use.

6. Re-Use of Documents.

a. In the event District ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the Project which is the subject of this Agreement, the Architect agrees to:

(i) Re-use as a separate project its design and the corresponding Contract documents;

(ii) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction, and similar conditions;

(iii) Perform with appropriate compensation as far as applicable all of the services provided by this Agreement;

(iv) In the event the District re-uses drawings, the Architect's fees will take into account that no royalty will be paid for the re-used documents.

b. After completion of this Project, Architect shall not permit any reproductions to be made of any District owned documents without the prior written approval of the District and shall refer all requests for such documents by other persons to the District.

7. Project Cost Estimates. The District shall establish an estimated Project Construction Cost. ~~The Architect shall prepare the Construction Cost for review and comment by the District. The Construction Cost shall be periodically updated by the Architect, as stated in the preceding sections.~~

a. "Project Construction Cost" shall mean the estimate of construction costs to the District ~~as designed or specified by the Architect and accepted by the District until such time as bids have been received, whereupon it shall be the accepted Construction Contract amount including alternates designed when accepted, increased by the dollar amounts of all approved additive Contract change order items.~~ The Architect shall ~~perform Design Development Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District.~~

b. When labor or material is furnished by District below its market cost, the construction cost shall be based upon current market cost of labor and new material for the purpose of the Architect's fee calculation.

8. Survey Work. All survey and geo-technical studies will be provided by District. Notwithstanding the provisions set forth in Article III, Section A, Subsection 8, above, Architect shall review the completed survey prior to the preparation of construction. Foundation, drainage and compacting requirements shall reflect the analysis provided in the geo-technical reports.

9. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for District. The Architect shall utilize grants and outside funding services and shall work with District to utilize and consider funding from grants and alternative funding services.

~~10. Modification to Building Design Plans. Following DSA approval of Project documents, Architect shall modify building designs to incorporate DSA required revisions.~~

D. Bidding and Award Phase.

~~1. Assistance in Bid Process. The Architect shall assist the District, as needed, in the preparation of the necessary bidding information, bidding forms, proposal requests, the Conditions of the Contracts, and the forms of agreement between District and the Contractors. Architect, in accordance with Article III, Section C, Subsection 1, above, shall provide the Project plans and specifications as part of the bid process. The Architect shall have the primary role in the preparation of the Project plans and technical specifications. The Architect shall assist the District, as needed, in issuing bidding documents or requests for proposals to bidders, conducting pre-bid conferences with prospective bidders, and responding to pre-bid questions. The Architect shall assist the District in obtaining bids and awarding the Contract for the Construction of the Project. The Architect shall respond to questions from bidders and shall issue addenda where necessary.~~

2. Assistance in Filing Required Documents. The Architect shall prepare and file all Construction Documents required to obtain the approvals of all governmental agencies having jurisdiction over the Project, including OPSC, DSA, California Department of Education, County Health Department, the local fire marshal, and others which have jurisdiction over the Project. District shall pay all fees required by such governmental authority. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so that payments may be prepaid.

~~3. Deposit of Documents. The Architect shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by District for the bid and for printing of additional sets of plans and specifications during the Project. In addition, Architect shall provide District with an AutoCAD and pdf diskette file of the plans and specifications.~~

4. Re-Use and Engineers. Architect shall submit the name of the proposed Project engineers for District approval. In case District chooses to re-use construction documents prepared for another project, this re-use choice includes pre-approval of those consultants involved in preparation of those construction documents. Architect shall ensure that each architect and engineer places his or her name, seal, and signature on all drawings and specifications prepared by said architect or engineer.

5. ~~Bids Exceeding Costs.~~ If the estimate for the cost of construction is exceeded by the lowest bona fide bid or proposal by more than ten percent (10%), District may require the Architect, without additional compensation, to modify the documents for which the Architect is responsible under this Agreement as necessary to bring new bids or proposals within ten percent (10%) of such estimate. Alternatively, District may require the Architect to perform one or more of the following tasks at no additional cost to District: (1) Prepare, at no additional cost, deductive change packages which bring the Project within ten percent (10%) of the estimate; or (2) cooperate in revising the Project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

~~E. Construction Phase Administration of The Construction Contract.~~

1. ~~Quality Control Coordination.~~ Prior to commencement of Work on the Project, representatives from the Architect, the Inspector of Record, and the District shall meet to discuss and agree to a written plan for monitoring quality control of construction on the Project. The Plan shall discuss the quality control and monitoring duties of each member of the Project team and the methods to be used by each member to ensure quality control of the construction on the Project. The same Project team member representatives shall meet periodically, no less than once a month, throughout the duration of the Project to specifically discuss quality control issues and monitoring activities. Architect shall provide written documentation of the meetings to the District within thirty (30) days of such meetings.

2. ~~Administration of Contract.~~ The Architect shall provide administration of the Contract for construction as set forth below and in conformance with General Conditions of the Contract for Construction. It is understood that any document outlining General Conditions and Supplementary Conditions of the Contract for Construction supplied by parties other than the Architect will be reviewed with the Architect within a reasonable period of time, but no later than submission of construction documents to agencies having jurisdiction over the Project.

3. ~~Modification of Duties.~~ Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of District and Architect with consent of the Contractors, which consent shall not be unreasonably withheld.

4. ~~Technical Assistance to Project Inspector.~~ The Architect shall provide technical direction to a Project Inspector employed by and responsible to District as required by applicable law. The Architect shall advise the Inspector and/or Contractor in the preparation of a marked set of prints to be prepared by the Contractor, indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to District upon completion of the Project.

5. ~~Site Visits.~~ The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by District and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. In no event shall the site visits be less than once a week unless agreed to by the District. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

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6. Work Quality. On the basis of on-site observations as an architect, the Architect shall keep District informed in writing of the progress and quality of the Work and shall endeavor to guard the District against defects and deficiencies in the Work, including Work on the punchlist. The Architect will issue deficient Work notices where appropriate. (More extensive site representation may be agreed to as an Additional Service, as described in Article IV.)

7. Not Responsible for Means of Construction.

a. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractors' responsibility under the Contracts for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work.

b. The Architect, as part of its basic services, shall advise the District in writing and through photographs, if possible, of any deficiencies in construction as they are observed and following the acceptance of the Work and prior to the expiration of the guarantee period of the Project.

8. Access to Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

9. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, any District's representative(s), and other consultants of District.

10. Review and Certification of Applications for Payment.

a. Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors. The Architect's certification for payment shall constitute a representation to District, based on the Architect's observations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents.

b. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods,

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techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and materials suppliers and other data requested by the owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract sum.

11. Rejection of Work. The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from District, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

12. Submittals. The Architect shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by District's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review, but in no case, no longer than seven (7) business days. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures, nor will Architect check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Contract Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the Contractor. The Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

13. Change Orders and Record Drawings.

a. *Change Orders*. The District shall provide an initial review of all proposed change orders and provide its recommendation to the Architect. The Architect shall prepare and sign or take other appropriate action on Change Orders, Change Order Requests, and Construction Change Directives prepared for District's approval and execution in accordance with the Contract Documents. When the parties have agreed to the Change Order, the District and Architect shall sign said Change Order.

b. *Record Drawings*. Architect shall cause the Contractor to prepare a set of reproducible record drawings showing significant changes in the Work made during construction, based on marked-up prints, drawings, and other data. If the Contractor fails to maintain current record or as-built documents during construction, the Architect shall notify the District in writing and recommend withholding of contract payments owed to the Contractor until all record or as-built documents have been fully updated. The cost of revising the drawings

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or specifications, or for the act of preparing change orders resulting from errors or omissions in the drawings shall not be charged to District.

14. Review of Record Documents. Architect shall, at Architect's expense, review the Contractor's record drawings showing significant changes in the Work made during construction.

15. Request for Information Processing. The Architect shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. The Architect shall work to provide an expedited review of RFIs, with the goal of providing responses within five business (5) days of submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause. The Architect shall maintain an RFI log, which shall identify the RFI by number, the date the request was received, and the date the response was given.

16. Claim Review. The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes, or other matters at issue between the District and Contractor relating to the execution or progress of the Work as provided in the Construction Contract. Any claim involving more than twenty (20) hours of Architect's services where such claim does not arise out of the Architect's error and omissions, shall be considered an additional service pursuant to Article IV. Under no circumstances shall this evaluation take longer than twenty (20) calendar days from the date the claim is received by Architect.

17. Punchlist. Architect shall prepare the punchlist and, consistent with Article III, Section E, Subsection 5, above, concerning site visits, determine that the punchlist Work performed is in accordance with the Contract requirements. The Architect will further review the punchlist for completion.

18. Review of Substitutions. The Architect shall evaluate substitutions proposed by the Contractor, with the goal of providing responses to substitution requests within seven (7) business days of their submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause.

19. Substantial Completion and Final Certificate of Payment. The Architect shall observe the Project site to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall receive and forward to the District warranties and similar submittals provided by the Contractor required by the Contract Documents. The Architect shall review the Contractor's final Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

20. Testing of Equipment. The Architect shall require the Contractor to provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

21. Interpreting the Agreement. The Architect shall interpret and decide matters concerning performance of District and Contractor under the requirements of the

~~Contract Documents on written request of either District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.~~

22. Requirements for Interpretation and Decisions. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both District and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

23. Decisions on Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

24. Decisions in Writing. The Architect shall render written decisions within a reasonable time on all claims, disputes, or other matters in question between the District and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

~~25. Project Closeout. The Architect shall be responsible for gathering information and assisting District in processing forms required by applicable governing authorities, such as OPSC and DSA, in a timely manner and to confirm proper Project closeout.~~

~~26. Delivery of Final Documents. Upon completion of the Project, Architect shall deliver to the District one (1) set of the Contractor's reproducible drawings, showing the Project record upon issuance of the Architect's certificate of completion, with the location of underground sewer water and all utility connections and services specially noted.~~

ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES

A. Duty to Notify District of Additional Services. Architect shall notify District in writing of the need for additional services required due to circumstances beyond the control of the Architect. Architect shall obtain written authorization from District before rendering such services. Compensation for such services shall be negotiated and subject to District Board approval. Additional services shall be compensated at an hourly rate as set forth in Exhibit "B". Such services shall include:

1. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of such documents.

2. Providing consultation concerning replacement of Work damaged by fire and furnishing services required in connection with the replacement of such Work.

3. Providing services made necessary by the default of the Contractor, which does not arise directly from negligent, errors, or omissions of Architect or by major defect or

deficiencies in the Work of the Contractor or by significant failure of performance by the Contract.

4. Providing Contract administration services after the Construction Contract time has been materially exceeded through no fault of the Architect.

5. In the event the District elects to re-use designs, plans, specifications, estimates, or other documents, the services in connection with making significant revisions or changes to aforementioned materials to suit District.

6. Preparing drawings and specifications associated with bid alternates, where the bid alternates are of an unusual number or amount, given the size of the Project.

7. Providing services relative to future facilities, systems, and equipment.

8. Providing services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment not included in the Construction Contract.

9. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

B. Provision of Project Representatives, Etc. If authorized in writing by District, Architect shall, as an additional service, provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Articles II and III. The Project Representative(s) shall be selected, employed, and directed by the Architect, and the Architect shall be compensated, therefore, as agreed in writing by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities, or obligations of the Architect as described elsewhere in this Agreement. Such services shall be negotiated and approved in writing by the District including compensation.

ARTICLE V DISTRICT'S RESPONSIBILITIES

A. District shall provide to the Architect information regarding requirements for the Project, including information regarding District's site, program, objectives, constraints, criteria, educational program, realistic budgets and schedules.

B. District shall notify the Architect of administrative procedures required and shall name a representative authorized to act on its behalf. District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

C. Inspection Services. District shall furnish all inspection services.

D. Legal Advice. District shall furnish all legal advice and services required for the Project, save for those representing the Architect.

E. Notices of Defects. District shall give prompt written notice to the Architect if District becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents. However, District's failure or omission to do so shall not relieve the Architect of Architect's responsibilities under Title 21 and Title 24 of California Code of Regulations and the Field Act, hereunder. District shall have no duty to observe, inspect, or investigate the Project.

F. Surveys. The District shall furnish surveys, when needed, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information, as available, concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the surveys shall be referenced to a Project benchmark.

G. Geo-Technical Reports. The District shall furnish the services of geo-technical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

H. Hazardous Materials. The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law of the Contract Documents.

I. Auditing Services. The District shall furnish any auditing services the owner may require to verify the Contractor's application for payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.

J. Accuracy of Reports. The services, information, surveys, and reports required by Article V, Sections F through I, above, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

K. Approve Budget. The District shall approve a current, overall budget for the Project, including the construction costs for the Project.

ARTICLE VI TERMINATION

A. A Written Notice of Termination. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a material failure of performance by such other party, including insolvency of Architect, or if the District should decide to abandon or indefinitely postpone the Project.

B. Abandonment of Work by District.

1. In the event of a termination based upon abandonment or postponement by District, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports up until the date of the abandonment or postponement plus any sums due the Architect for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Work and Work in process of completion and to complete and incomplete drawings and other documents whether delivered to District or in the possession of the Architect. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the Architect.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VI, Section C, below, and Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect.

C. Terminate Without Cause. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Architect. In the event of a termination without cause, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Architect for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Work and Work in process of completion and to complete and incomplete drawings and other documents whether delivered to District or in the possession of the Architect. In addition, Architect will be reimbursed for reasonable termination costs through the payment of three percent (3%) beyond the sum due the Architect. This three percent (3%) payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

D. Work During Dispute. In the event of a dispute between the Parties as to performance of the Work or the interpretation of this Agreement, or payment or non-payment for Work performed or not performed, the Parties shall attempt to resolve the dispute and as to payment, shall make every reasonable effort to resolve the dispute expeditiously. In the event of disputes regarding the level of completion or reimbursable expenses invoiced, the District agrees to return the invoices with a clear description of the dispute within ten (10) business days from the date when invoice(s) are received. Unresolved payment disputes shall be subject to mediation, and the mediation shall be held no later than sixty (60) calendar days after receipt of the notice of a dispute, unless both parties agree otherwise. Pending resolution of this dispute, Architect agrees to continue the Work diligently to completion and the District agrees to make progress payments in accordance with this Agreement, except that the District may withhold only those funds that are in dispute. The District and Architect agree that any withholding by the District in excess of ten percent (10%) of the total Architect Fee shall be considered material for

purposes of providing professional architectural services and continuing work on the Project. If the withholding by the District is material as set forth herein, then the PARTIES shall submit the dispute to mediation for resolution as set forth herein. If the dispute involving a material withholding is not resolved within fifteen (15) business days after the completion of mediation, the Architect may discontinue work on the Project. If any other dispute not involving a material withholding is not resolved, Architect agrees it will neither rescind the Agreement nor stop the progress of the Work, but Architect's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. If the District withholds undisputed amounts in excess of forty-five (45) calendar days from the receipt of a written demand for payment from the Architect, then the Architect shall be entitled to interest, not to exceed one percent (1%), on such outstanding balances.

ARTICLE VII MEDIATION

A. District and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation before a third party mediator mutually agreed upon by the Parties. The request for mediation may be made concurrently with the filing of a court action, but in such event, mediation shall proceed in advance of any legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

B. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII COURT ACTION

A. Any dispute between the Parties under this Agreement shall be submitted for judicial resolution in the Colusa County Superior Court.

B. Prior to initiating judicial action against the District, Architect must comply with Government Code section 900 et seq.

ARTICLE IX ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project and records of accounts between District and Contractor shall be kept on a generally recognized accounting basis and shall be available to District or its authorized representative at mutually convenient times.

**ARTICLE X
COMPENSATION TO THE ARCHITECT**

As compensation for Architect's services, District shall pay the Architect as follows:

A. Basic Services. For all "Basic Services," as set forth in Articles II and III, above, and as specified in Exhibit A, attached hereto and incorporated by reference, compensation in the amount specifically set forth in Exhibit B, Compensation and Schedule of Hourly Billing Rates, attached hereto and incorporated by reference.

B. Additional Services. For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, discussed more fully in Article IV, above, compensation shall be agreed upon by the parties in writing prior to performance of such services by Architect, and may be a flat fee, or hourly based on Architect's standard hourly rates, as set forth in Exhibit B, with necessary consultants at 1.10 times cost. Only the District Representative, or authorized designee may authorize Additional Services or changes to duly authorized services, subject to Board approval or ratification. Architect understands that all other District employees are without authorization to order Additional Services, changes to authorized services, or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for Additional Services, changes to authorized services, or to waiver to contractual requirements, shall constitute a waiver of any and all right to adjustment in the compensation for Basic Services or waiver of contractual requirements, and Architect shall not be entitled to compensation for any such unauthorized services.

C. Reimbursable Expenses. "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit B, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses as marked:

_____ Expenses for authorized travel in connection with the Project, excluding travel within the Arbuckle Area and travel from the Firm location to the District Site or Office, and travel to meet with related consultants unless otherwise agreed and set forth in writing in Exhibit B hereto.

_____ Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications, and other Project documents including those for use of Architect and its consultants, excluding in-house copy fees.

_____ Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

Other: _____

D. Payments. District shall pay Architect monthly, in arrears, as follows:

1. Progress Payments. Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit B):

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic design phase	15	15
Design development phase	20	35
Construction documents phase	35	70
DSA approval See exhibit E	2	72
Bid phase	5	77
Construction phase	18	95
Closeout documents to DSA	3	98
DSA acceptance of closeout documents	2	100

2. Additional Services. Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

3. Monthly Invoice and Payment. Architect shall submit a monthly invoice that indicates the services performed during the past billing period, method of computation, and amount payable. Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

4. Payment Upon Termination. If District terminates this Agreement at any time as provided herein, Architect shall, upon notice of such termination, promptly cease all services. If the Agreement is terminated for any reason other than a material breach by Architect, Architect's total fee for all services performed shall be computed under the provisions of Article IV, above, to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which Architect's services stopped, proportionate to the degree of completion of the work on such phase.

**ARTICLE XI
EMPLOYEES AND CONSULTANTS**

A. The Architect, as part of the basic professional services, shall furnish at its expense the services of landscape architects, structural, mechanical, electrical, traffic and street improvements, civil engineers, and other disciplines as required for the Project.

B. The Architect shall submit, for written approval by District, the names of the consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual

relation between District and any consultants employed by the Architect under the terms of this Agreement.

C. Architect's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the Architect is not acceptable to District, then that individual shall be replaced with an acceptable, competent person at District's request.

D. The construction administrator or field representative assigned to this Project by Architect shall be a licensed California Architect and be able to make critical Project decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administration is not at the site.

ARTICLE XII MISCELLANEOUS

A. **Indemnification.** To the fullest extent permitted by law, the Architect agrees to indemnify, defend, and hold District entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and

2. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the District harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage, or expense arising under either (1), (2), or (3) in this Subsection, sustained by the Architect or the District, or any person, firm or corporation employed by the Architect or the District upon or in connection with the Project, except to the extent the damages arose from the negligence of the District.

3. Any loss, injury to or death to persons or damage to property caused by any negligence, recklessness or willful misconduct of the Architect or any person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the active negligence of the District. With regard to the Architect's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect.

4. The Architect, at its own expense, cost, and risk, shall defend any claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, other than professional negligence discussed in Article XII, Section A, Subsection 3, above, on any such claim or liability relating to the negligence,

recklessness or willful misconduct of the Architect, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings due to the negligence of the Architect, arising from their work on the Project.

B. State Allocation Board. Architect shall assist District and its consultants to apply for funding for the Project from the State Allocation Board; however, Architect shall not be responsible for preparation, form, submittal, monitoring, or tracking of funding applications prepared by the District. Architect shall be responsible for submittals required of the Architect by the DSA, OPSC, and California Department of Education in connection therewith.

C. Maintenance of Insurance. Architect shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which (acceptance will not be unreasonably withheld) will protect Architect and District from claims which may arise out of or result from Architect's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. The Architect shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

2. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability, aggregate, including:

- a. owned, if any, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

3. Professional liability insurance for the Architect, including contractual liability, with minimum limits depending upon the value of the Project as set forth in this Article XII, Section C, subsection 3.a., below. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the rates current at the time of execution of this Agreement adjusted for inflation. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

- a. Professional liability coverage limits shall be at least:

(i) ONE MILLION DOLLARS (\$1,000,000) per occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate for projects with anticipated Project Costs of five million dollars (\$5,000,000) or less;

(ii) TWO MILLION DOLLARS (\$2,000,000) per occurrence, FIVE MILLION DOLLARS (\$5,000,000) aggregate for projects with anticipated Project Costs between five million dollars (\$5,000,000) and fifteen million dollars (\$15,000,000);

(iii) FIVE MILLION DOLLARS (\$5,000,000) per occurrence, TEN MILLION DOLLARS (\$10,000,000) aggregate for projects with anticipated Project Costs over fifteen million dollars (\$15,000,000).

D. District As Additional Insured. Each policy of insurance required in Article XII, Section C, above, shall name District and its officers, agents, and employees as additional insureds and shall state that, with respect to the operations of Architect hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance. Each policy of insurance required in Article XII, Section C, Subsections 1 and 2, above, shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Architect shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing Work, Architect shall deliver to District certificates of insurance as evidence of compliance with the requirements herein, including certificates of insurance for the Architect's subcontractors, as discussed in Article XII, Section E, below. In the event Architect fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Architect, and in such event Architect shall reimburse District upon demand for the cost thereof.

E. Insurance for Subcontractors. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XII, Section C, above, in amounts which are appropriate with respect to that subcontractor's part of Work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

F. Lack of Insurance is Material Breach. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

G. Valuable Document Insurance. The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Architect, and the District shall be named as an additional insured.

H. Architect is Independent Contractor. Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect understands and agrees that Architect and all of Architect's employees shall not be considered officers, employees, or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Architect assumes the full

responsibility for the acts and/or omissions of Architect's employees or agents as they relate to the services to be provided under this Agreement. Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Architect's employees.

I. **Increased Costs.** To the extent Architect causes increased Project costs as a result of its negligence or as a result of failure to comply with the provisions of this Agreement, Architect shall be responsible for all costs, fees, expert fees and attorneys' fees resulting from same.

J. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either District or Architect.

K. **Assignment.** District and Architect, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Architect shall not assign this Agreement.

L. **Applicable Law.** This Agreement shall be governed by the laws of the State of California.

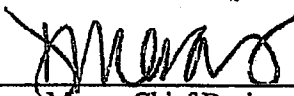
M. **Project Records.** The Architect shall make a written record of all meetings, conferences, discussions, and decisions made between or among the District, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance, and/or sequence of the Work. The Architect shall provide a copy of such record to the District.

N. **Entire Agreement.** This Agreement represents the entire Agreement between District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both District and the Architect. This Agreement may be executed in counterpart and with facsimile signatures.

O. **Effective Date.** This Agreement entered into as of the day and year first written above, and upon ratification by the District's Board.

PIERCE JOINT UNIFIED SCHOOL DISTRICT


By:



Daena Meras, Chief Business Official

ARCHITECT

By:



Alan S. Chambers, President

EXHIBIT "A"
SCOPE OF WORK AND PROJECT DESCRIPTION

SEE ATTACHED PROPOSAL FOR/PROJECT DESCRIPTION

"EXHIBIT E"

EXHIBIT "B"
COMPENSATION AND SCHEDULE OF HOURLY BILLING RATES

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

SEE ATTACHED PROPOSAL FOR ACCEPTED RATES

"EXHIBIT E"

PROJECT SCHEDULE

SEE ATTACHED PROPOSAL FOR ACCEPTED SCHEDULE

“EXHIBIT E”

ATTACHMENT "D"
SCOPE OF WORK DESCRIPTION

SEE ATTACHED PROPOSAL FOR PROJECT DESCRIPTION

"EXHIBIT E"

EXHIBIT E

Eagle Architects
349 Silver Lake Drive
Chico, CA 95973
(530)898-0123

May 2, 2018

Carol Geyer
Superintendent
Pierce Joint Unified School District
540A Sixth Street
Arbuckle, CA. 95912

Subject: Agreement for Consulting Services
Weight Room Remodel
Pierce High School
960 Wildwood Road
Arbuckle, CA. 95912

Dear Ms. Geyer,

I am glad to have the opportunity to continue a working relationship with Pierce Joint Unified School District. Please review, sign and return one (1) original of the attached Agreement for Consulting Services with Eagle Architects for the Weight Room Remodel at Pierce High School in Arbuckle.

The scope of work shall include the removal of the existing boy's locker room located at the south end of the North Gym at Pierce High School. The work shall include removal of the existing boy's locker room, showers, team room, instructors office & shower area, several toilet rooms and janitor room. The work shall include the modifications to the wall framing, removal of existing interior bearing walls with 6" raised concrete curbs to open up the area to create the weight room area. Gates and fire access review of the existing site and acceptance by local fire authority will not be required by DSA and not part of this work. The duration of this contract shall be from May 8, 2018 through an approximate completion of December 31, 2018. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

Task	Fee
Site visit & field verify existing conditions Architect & Structural Engineer	\$2670
Site topo survey at existing concrete walk and door landing outside of the western door to be done by others and not part of this contract.	N/A
Construction Documents Include the following documents: 1. Demo & New Enlarged Floor Plans 2. Architectural details 3. Specifications in Project Manual Book- not in contract	\$13,095

4. Structural foundation plan, framing plan and structural details 5. Structural Calculations 6. Construction documents will not be submitted to DSA for review & approval per IR A-10 exception 1.1	
Bidding- Not part of this contract Prepare & issue documents for Bidding Prepare Addendums with DSA review & approval Attend Bid Walk Through with district & bidders-Architect only	N/A
Construction Administration- not part of this contract Attend Pre-construction meeting with contractor & DSA inspector- architect only Review submittals from contractor Review and answer RFIs Final Observation/Punch list walk through- Architect & Structural Engineer	N/A
Project Closeout with DSA- Not part of this contract Prepare documents for closeout DSA forms/paperwork	N/A
Total Fee This fee proposal is good for 30 days. After 30 days fee subject to change.	\$15,765
Reimbursables- Printing costs to be billed at cost plus 10%- Estimated Budget	\$1500

All additional Services shall be billed at an hourly rate of \$120.00 for architect & \$150 for structural engineer.

All invoices will be billed based upon the percentage complete for each item in each task. All invoices are due and payable no more than 14 days after the invoice date. Interest of 12% annually will accrue on invoices 60 days past due. All documents produced by Eagle Architects are copyrighted under US copyright laws. Eagle Architects holds copyrights to all instruments of service until transferred or grants licenses for those rights

I hope this meets with your approval and I look forward to continue my relationship with Pierce Joint Unified School District.

Sincerely,
Eagle Architects

Alan S. Chambers
Principal

ACCEPTED
IN WITNESS WHEREOF, Pierce Joint Unified School District and Eagle Architects have executed this Agreement.

CLIENT
Pierce Joint Unified School District

CONSULTANT
Eagle Architects

By: Carol Geyer, Superintendent
Date:

By: Alan S. Chambers, President
Date:

ARCHITECTURAL SERVICES AGREEMENT
BETWEEN
PIERCE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")
AND
EAGLE ARCHITECTS
FOR
PERFORMANCE OF ARCHITECTURAL SERVICES
of the
STADIUM BLEACHER AND PRESSBOX REPLACEMENT PROJECT
At
PIERCE HIGH SCHOOL
PN PHS-11

ARCHITECTURAL SERVICES AGREEMENT

This Agreement is made and entered into this 17th day of May, in the year 2018, between the Pierce Joint Unified School District ("District"), and EAGLE ARCHITECTS ("Architect"), collectively referred to herein as "Parties." This Agreement shall include all terms and conditions set forth herein.

WHEREAS, District intends to construct new Stadium Bleachers and Press box Facilities (PN PHS -11) at PIERCE HIGH SCHOOL; and

WHEREAS, the Architect is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I ARCHITECT'S SERVICES AND RESPONSIBILITIES

- A. This Agreement shall contain the general duties and responsibilities of the Parties.
- B. The Architect's basic services shall consist of those services performed by the Architect, Architect's employees, and Architect's consultants, as enumerated in Articles II and III of this Agreement.
- C. The Architect's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the Work. Architect represents that it and its employees, agents, and subcontractors will follow the standards of their profession in performing all services under this Agreement. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. The Project Schedule is set forth in Exhibit "C".
- D. The Architect shall prepare schematic design, ~~design development~~, and construction documents. The construction documents shall be submitted to the Division of the State Architect ("DSA") for review and approval.
- E. Architect represents that Architect is licensed to provide architectural services in the State of California and is specially qualified to provide the services required by the District and as specified in this agreement, specifically the design and construction oversight of public school projects.

ARTICLE II SCOPE OF ARCHITECT'S SERVICES

- A. **Description of Basic Services.** The Architect's basic services include those services, as needed and described in this Article, and include structural, mechanical, electrical engineering, (including low voltage), landscape architecture, civil engineering services, and such other services as necessary to produce a complete and accurate set of Construction Documents

defined as including, but not limited to, the following: review of the agreement between District and Contractor awarded the Project ("Contractor"), review of the general and supplementary conditions of the Contract between District and Contractor, and preparation of drawings, specifications, addenda, and other documents listed in the Agreement, and modifications issued after execution of the District and Contractor Contract. A more detailed description of the Project is attached hereto as Exhibit "A".

B. Required Approvals. The Architect shall assist the District in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, as well as the Office of Public School Construction ("OPSC") and DSA.

C. Utility Review. The Architect, based on available documents from the District and/or public agencies, shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project. If, in the Architect's professional opinion, there are questions or concerns regarding the reliability or accuracy of the available documents, the Architect shall notify the District in writing.

D. Planning Surveys. The Architect shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations, as needed.

E. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, the District's representative(s), and other consultants of the District during Project development.

F. Drawing Revisions. The Architect shall make revisions in Drawings, Specifications, the Project Manual or other documents when such revisions are inconsistent with approvals or instructions previously given by District, including revisions made necessary by adjustments in the District's program or Project Budget.

G. Programmatic Changes. The Architect shall provide services required due to programmatic changes in the Project, including but not limited to size, quality, complexity, method of bidding, or negotiating the Contract for construction.

H. Cost Estimates. The Architect shall prepare detailed estimates of construction cost for review and comment by the District.

I. Quantity Surveys. The Architect shall prepare quantity surveys, which provide inventories of material, equipment, or labor, for review and comment by the District.

~~**J. Operating Costs.** The Architect shall provide analyses of District ownership and anticipated operating costs for the Project.~~

Signage

~~**K. Interior Design.** The Architect shall provide interior design and other services required for, or in connection with, graphics and signage.~~

L. Material Quality. To the extent the Architect is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the Architect shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for

carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the Project to ensure that they meet the design intent and specifications.

M. Material Consistency. The Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of Public Contract Code section 3400.

N. No Asbestos. The Architect shall certify to the best of its information pursuant to title 40, Code of Federal Regulations section 763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the Project and will require that Contractors provide District with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). Architect shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final Project submittal.

O. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for the District.

P. Public Presentations. The Architect shall prepare for and make formal presentations to the Governing Board of District and attend public hearings, and other public meetings at the direction of District. In addition, Architect shall attend and assist in legal proceedings that arise from errors or omissions of the Architect.

Q. Written Modifications. The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement between the District and Architect.

R. Legal Compliance. The Architect shall comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable to the Project.

S. Access to Work. The Architect shall have access to the Work at all times.

T. Scope of Services. The Architect's Basic Services include all services needed for the scope of work, including structural, mechanical and electrical engineering (including low voltage), landscape architecture, civil site engineering services, interior design, lighting, waterproofing and such other services as necessary for design of the Work.

U. The Architect's responsibility to provide Basic Services terminates at the earlier of the issuance to District of the final Project Contractor's Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work.

**ARTICLE III
DESIGN AND ADMINISTRATIVE PHASES**

A. Planning And Schematic Design Phase. *W/RE*

1. Review of Project Requirements. The Architect shall review the program, schedule, and construction budget furnished by District to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with District, and at the request of the District, shall meet with education stakeholders as necessary to discuss and determine programmatic requirements. Architect shall take meeting minutes of all Design Phase meetings. The Architect shall provide to the District minutes of any such meetings within three (3) business days of the meeting.

2. Methods of Project Delivery. The Architect shall review with District proposed site use and improvements, selection of materials, and methods of Project delivery. Architect acknowledges that the District may construct the Project using the Lease-Leaseback method of project delivery. In such an event the Architect agrees to modify its duties under this contract to accommodate this method of construction.

3. Specific Considerations. The Architect shall review with the District the following specific considerations to be taken into account in the design of the Project:

a. Information Technology Systems. Architect shall discuss with District representatives the manner in which the Project may be designed to include information technology systems, including writing systems, adequate to meet the needs of both the Project building systems and additional building systems that the District may add to the Project at a later date.

b. Sustainability/LEED Analysis. Architect shall be Leadership in Energy and Environmental Design ("LEED") accredited. Architect shall discuss with District representatives options for Project design that is sustainable or environmentally responsible and resource-efficient. Architect shall also discuss with the District design options which may result in LEED certification for the Project, including options for different levels of LEED certification.

c. Building Maintenance. Architect shall discuss with District representatives the ways in which the Project may be designed so that it is compatible with District maintenance resources. As discussed in Article III, Section C, subsection 9, below, the Architect shall utilize grants and outside funding services and work with District to utilize and consider funding from grants and alternative funding services.

4. Alternative Design and Construction. The Architect shall review with District any appropriate alternative approaches to design and construction of the Project.

W/RE
~~5. Updating Schematic Documents. At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to District and Architect, the Architect shall provide schematic design studies for District's review and information.~~

6. ~~Schematic Design Submittal.~~ Upon completion of the Schematic Design Phase, the Architect shall provide ~~Schematic Design Documents~~ consisting of drawings, specifications, descriptions of building systems and other documents illustrating the scale and relationship of Project components and descriptions of building systems for District's review. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations which are applicable to these documents and shall be sufficient to prepare Project cost estimates. The documents shall also be supplied to the District for review and preparation of the cost estimate.

7. Budget Requirements. The Architect shall perform Schematic Design Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District. The Architect shall prepare a schematic design cost estimate for review by the District.

8. Site Conditions and Project Requirements. The Architect shall be entitled to rely on the accuracy and completeness of the information, surveys, and reports issued by the District or the District's consultants.

9. Investigation. Notwithstanding Article III, Section A, subsection 8, above, the Architect shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

10. Project Schedule. Architect shall prepare a Project Design Schedule for review and approval by the District. The Design Schedule shall be periodically updated by the Architect.

B. Design Development Phase.

1. ~~Design Development Documents.~~ Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for District's approval. Such documents shall consist of site and floor plans, elevations, cross-sections, outline specifications, and other documents necessary to depict the Design of the Project, and shall outline specifications to fix and illustrate the size, character, and quality of the entire Project as to the Program requirements, landscapes, civil, structural, mechanical and electrical systems, materials, and such other essentials as may be appropriate.

2. Updating Drawings. At intervals mutually agreeable to District and Architect, the Architect shall provide drawings and other documents that depict the current status of design development for District's review.

3. ~~Design Development Submittal.~~ Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications, and other documents for District's review, approval and for the preparation of the cost estimate. The Architect shall review with District the selection of building systems and equipment.

4. Cost/Budget.

a. ~~The Architect shall make any needed updates to Construction Cost~~

~~estimate, for review and comment by the District~~

b. The Architect shall perform ~~Design Development Services~~ to keep the Project within all budget and scope constraints set by the District, unless otherwise modified by written authorization by the District. AC

C. Construction Documents Phase.

1. CAD Drawings. The Architect shall prepare and provide to the District, from the Design Development Documents approved by District, Construction Documents consisting of drawings (in most recent AutoCAD or REVIT format), and specifications setting forth, in detail, the requirements for the construction of the entire Project in conformity with all applicable governmental and code requirements and requirements of all governmental agencies having jurisdiction over the Project including OPSC and DSA. This requirement shall be excused when the particular Project includes modernization or re-use of existing designs, and when portions of the documents may not be computer generated. In such case, that portion of the Project employing existing drawings need not be reduced to CAD. The Construction Documents shall show all the Work to be done, the materials, workmanship, and finishes required for the Project. The Construction Documents shall be stamped and signed by licensed professionals for the Architect and relevant engineers contracted by the Architect.

2. Design Elements to Prevent Water Intrusion. The Parties to this Agreement recognize that the failure of trade contractors to properly seal buildings against water intrusion is a significant and growing problem in public construction. Notwithstanding the Contractor's responsibility, the Architect shall include specific details in the Construction Documents regarding window, door, roof and any other elements of construction to protect the Project from water intrusion, and shall further fully illustrate and describe all aspects of such construction to include all design components that prevent water intrusion into the completed structure.

3. Fees. The District shall pay all fees required by such governmental authority as mentioned in Article II, Section C, subsection 1, above. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so payments may be prepared. Architect shall not charge a mark-up on costs associated with governmental agency fees when the Architect pays such fees for the District.

4. Construction Documents Submittals. Upon 90% completion of the Construction Documents Phase, the Architect shall provide updated Construction Documents for District's review ~~and an updated Construction Cost estimate for review~~. The Architect shall also supply the District updated copies of the construction documents when they are 100% complete. The Architect shall also supply the District copies of all documents submitted to DSA. AC

5. Ownership of Documents.

a. Although the official copyright in all Project Documents shall remain with the Architect or other applicable Consultants, the plans, specifications, and estimates for the Project shall be and remain the property of District, pursuant to section 17316 of the Education Code.

b. In the event the District completes, modifies, or uses the plans, specifications, studies, drawings, estimates, other documents, or any other works of authorship prepared by the Architect following conclusion of this Project or at such other time or circumstance where the Architect is not directly supervising the completion, modification, utilization, and/or application of the aforementioned documents and/or Work, the District acknowledges that such use shall be at the District's sole risk and without liability to the Architect, its employees, and its consultants. Prior to re-use of the Architect's documents, the District agrees to notify the Architect in writing of such re-use.

6. Re-Use of Documents.

a. In the event District ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the Project which is the subject of this Agreement, the Architect agrees to:

(i) Re-use as a separate project its design and the corresponding Contract documents;

(ii) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction, and similar conditions;

(iii) Perform with appropriate compensation as far as applicable all of the services provided by this Agreement;

(iv) In the event the District re-uses drawings, the Architect's fees will take into account that no royalty will be paid for the re-used documents.

b. After completion of this Project, Architect shall not permit any reproductions to be made of any District owned documents without the prior written approval of the District and shall refer all requests for such documents by other persons to the District.

7. Project Cost Estimates. The District shall establish an estimated Project Construction Cost. ~~The Architect shall prepare the Construction Cost for review and comment by the District. The Construction Cost shall be periodically updated by the Architect, as stated in the preceding sections.~~

a. "Project Construction Cost" shall mean the estimate of construction costs to the District as designed or specified by the Architect and accepted by the District until such time as bids have been received, whereupon it shall be the accepted Construction Contract amount including alternates designed when accepted, increased by the dollar amounts of all approved additive Contract change order items. The Architect shall perform Design-Development Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District.

b. When labor or material is furnished by District below its market cost, the construction cost shall be based upon current market cost of labor and new material for the purpose of the Architect's fee calculation.

8. Survey Work. All survey and geo-technical studies will be provided by District. Notwithstanding the provisions set forth in Article III, Section A, Subsection 8, above, Architect shall review the completed survey prior to the preparation of construction. Foundation, drainage and compacting requirements shall reflect the analysis provided in the geo-technical reports.

9. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for District. The Architect shall utilize grants and outside funding services and shall work with District to utilize and consider funding from grants and alternative funding services.

10. Modification to Building Design Plans. Following DSA approval of Project documents, Architect shall modify building designs to incorporate DSA-required revisions.

D. Bidding and Award Phase.

1. Assistance in Bid Process. The Architect shall assist the District, as needed, in the preparation of the necessary bidding information, bidding forms, proposal requests, the Conditions of the Contracts, and the forms of agreement between District and the Contractors. Architect, in accordance with Article III, Section C, Subsection 1, above, shall provide the Project plans and specifications as part of the bid process. The Architect shall have the primary role in the preparation of the Project plans and technical specifications. The Architect shall assist the District, as needed, in issuing bidding documents or requests for proposals to bidders, conducting pre-bid conferences with prospective bidders, and responding to pre-bid questions. The Architect shall assist the District in obtaining bids and awarding the Contract for the Construction of the Project. The Architect shall respond to questions from bidders and shall issue addenda where necessary.

2. Assistance in Filing Required Documents. The Architect shall prepare and file all Construction Documents required to obtain the approvals of all governmental agencies having jurisdiction over the Project, including OPSC, DSA, California Department of Education, County Health Department, the local fire marshal, and others which have jurisdiction over the Project. District shall pay all fees required by such governmental authority. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so that payments may be prepaid.

3. Deposit of Documents. The Architect shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by District for the bid and for printing of additional sets of plans and specifications during the Project. In addition, Architect shall provide District with an AutoCAD and pdf diskette file of the plans and specifications.

4. Re-Use and Engineers. Architect shall submit the name of the proposed Project engineers for District approval. In case District chooses to re-use construction documents prepared for another project, this re-use choice includes pre-approval of those consultants involved in preparation of those construction documents. Architect shall ensure that each architect and engineer places his or her name, seal, and signature on all drawings and specifications prepared by said architect or engineer.

DM
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request

5. Bids Exceeding Costs. If the estimate for the cost of construction is exceeded by the lowest bona fide bid or proposal by more than ten percent (10%), District may require the Architect, without additional compensation, to modify the documents for which the Architect is responsible under this Agreement as necessary to bring new bids or proposals within ten percent (10%) of such estimate. Alternatively, District may require the Architect to perform one or more of the following tasks at no additional cost to District: (1) Prepare, at no additional cost, deductive change packages which bring the Project within ten percent (10%) of the estimate; or (2) cooperate in revising the Project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate. All services will be performed as additional services to this contract

E. Construction Phase-Administration of The Construction Contract.

1. Quality Control Coordination. Prior to commencement of Work on the Project, representatives from the Architect, the Inspector of Record, and the District shall meet to discuss and agree to a written plan for monitoring quality control of construction on the Project. The Plan shall discuss the quality control and monitoring duties of each member of the Project team and the methods to be used by each member to ensure quality control of the construction on the Project. The same Project team member representatives shall meet periodically, no less than once a month, throughout the duration of the Project to specifically discuss quality control issues and monitoring activities. Architect shall provide written documentation of the meetings to the District within thirty (30) days of such meetings.

2. Administration of Contract. The Architect shall provide administration of the Contract for construction as set forth below and in conformance with General Conditions of the Contract for Construction. It is understood that any document outlining General Conditions and Supplementary Conditions of the Contract for Construction supplied by parties other than the Architect will be reviewed with the Architect within a reasonable period of time, but no later than submission of construction documents to agencies having jurisdiction over the Project.

3. Modification of Duties. Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of District and Architect with consent of the Contractors, which consent shall not be unreasonably withheld.

4. Technical Assistance to Project Inspector. The Architect shall provide technical direction to a Project Inspector employed by and responsible to District as required by applicable law. The Architect shall advise the Inspector and/or Contractor in the preparation of a marked set of prints to be prepared by the Contractor, indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to District upon completion of the Project.

5. Site Visits. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by District and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. In no event shall the site visits be less than once a week unless agreed to by the District. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

6. Work Quality. On the basis of on-site observations as an architect, the Architect shall keep District informed in writing of the progress and quality of the Work and shall endeavor to guard the District against defects and deficiencies in the Work, including Work on the punchlist. The Architect will issue deficient Work notices where appropriate. (More extensive site representation may be agreed to as an Additional Service, as described in Article IV.)

7. Not Responsible for Means of Construction.

a. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractors' responsibility under the Contracts for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work.

b. The Architect, as part of its basic services, shall advise the District in writing and through photographs, if possible, of any deficiencies in construction as they are observed and following the acceptance of the Work and prior to the expiration of the guarantee period of the Project.

8. Access to Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

9. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, any District's representative(s), and other consultants of District. *Dr Ke*

10. Review and Certification of Applications for Payment.

a. Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors. The Architect's certification for payment shall constitute a representation to District, based on the Architect's observations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents.

b. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods,

techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and materials suppliers and other data requested by the owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract sum.

11. Rejection of Work. The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from District, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

12. Submittals. The Architect shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by District's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review, but in no case, no longer than seven (7) business days. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures, nor will Architect check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Contract Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the Contractor. The Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

13. Change Orders and Record Drawings.

a. *Change Orders.* The District shall provide an initial review of all proposed change orders and provide its recommendation to the Architect. The Architect shall prepare and sign or take other appropriate action on Change Orders, Change Order Requests, and Construction Change Directives prepared for District's approval and execution in accordance with the Contract Documents. When the parties have agreed to the Change Order, the District and Architect shall sign said Change Order.

b. *Record Drawings.* Architect shall cause the Contractor to prepare a set of reproducible record drawings showing significant changes in the Work made during construction, based on marked-up prints, drawings, and other data. If the Contractor fails to maintain current record or as-built documents during construction, the Architect shall notify the District in writing and recommend withholding of contract payments owed to the Contractor until all record or as-built documents have been fully updated. The cost of revising the drawings

or specifications, or for the act of preparing change orders resulting from errors or omissions in the drawings shall not be charged to District.

14. Review of Record Documents. Architect shall, at Architect's expense, review the Contractor's record drawings showing significant changes in the Work made during construction.

15. Request for Information Processing. The Architect shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. The Architect shall work to provide an expedited review of RFIs, with the goal of providing responses within five business (5) days of submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause. The Architect shall maintain an RFI log, which shall identify the RFI by number, the date the request was received, and the date the response was given.

16. Claim Review. The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes, or other matters at issue between the District and Contractor relating to the execution or progress of the Work as provided in the Construction Contract. Any claim involving more than twenty (20) hours of Architect's services where such claim does not arise out of the Architect's error and omissions, shall be considered an additional service pursuant to Article IV. Under no circumstances shall this evaluation take longer than twenty (20) calendar days from the date the claim is received by Architect.

17. Punchlist. Architect shall prepare the punchlist and, consistent with Article III, Section E, Subsection 5, above, concerning site visits, determine that the punchlist Work performed is in accordance with the Contract requirements. The Architect will further review the punchlist for completion.

18. Review of Substitutions. The Architect shall evaluate substitutions proposed by the Contractor, with the goal of providing responses to substitution requests within seven (7) business days of their submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause.

19. Substantial Completion and Final Certificate of Payment. The Architect shall observe the Project site to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall receive and forward to the District warranties and similar submittals provided by the Contractor required by the Contract Documents. The Architect shall review the Contractor's final Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

20. Testing of Equipment. The Architect shall require the Contractor to provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

21. Interpreting the Agreement. The Architect shall interpret and decide matters concerning performance of District and Contractor under the requirements of the

Contract Documents on written request of either District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

22. Requirements for Interpretation and Decisions. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both District and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

23. Decisions on Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

24. Decisions in Writing. The Architect shall render written decisions within a reasonable time on all claims, disputes, or other matters in question between the District and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

25. Project Closeout. The Architect shall be responsible for gathering information and assisting District in processing forms required by applicable governing authorities, such as OPSC and DSA, in a timely manner and to confirm proper Project closeout.

26. Delivery of Final Documents. Upon completion of the Project, Architect shall deliver to the District one (1) set of the Contractor's reproducible drawings, showing the Project record upon issuance of the Architect's certificate of completion, with the location of underground sewer water and all utility connections and services specially noted.

ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES

A. Duty to Notify District of Additional Services. Architect shall notify District in writing of the need for additional services required due to circumstances beyond the control of the Architect. Architect shall obtain written authorization from District before rendering such services. Compensation for such services shall be negotiated and subject to District Board approval. Additional services shall be compensated at an hourly rate as set forth in Exhibit "B". Such services shall include:

1. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of such documents.

2. Providing consultation concerning replacement of Work damaged by fire and furnishing services required in connection with the replacement of such Work.

3. Providing services made necessary by the default of the Contractor, which does not arise directly from negligent, errors, or omissions of Architect or by major defect or

deficiencies in the Work of the Contractor or by significant failure of performance by the Contract.

4. Providing Contract administration services after the Construction Contract time has been materially exceeded through no fault of the Architect.

5. In the event the District elects to re-use designs, plans, specifications, estimates, or other documents, the services in connection with making significant revisions or changes to aforementioned materials to suit District.

6. Preparing drawings and specifications associated with bid alternates, where the bid alternates are of an unusual number or amount, given the size of the Project.

7. Providing services relative to future facilities, systems, and equipment.

8. Providing services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment not included in the Construction Contract.

9. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

B. Provision of Project Representatives, Etc. If authorized in writing by District, Architect shall, as an additional service, provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Articles II and III. The Project Representative(s) shall be selected, employed, and directed by the Architect, and the Architect shall be compensated, therefore, as agreed in writing by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities, or obligations of the Architect as described elsewhere in this Agreement. Such services shall be negotiated and approved in writing by the District including compensation.

ARTICLE V DISTRICT'S RESPONSIBILITIES

A. District shall provide to the Architect information regarding requirements for the Project, including information regarding District's site, program, objectives, constraints, criteria, educational program, realistic budgets and schedules.

B. District shall notify the Architect of administrative procedures required and shall name a representative authorized to act on its behalf. District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

C. Inspection Services. District shall furnish all inspection services.

D. Legal Advice. District shall furnish all legal advice and services required for the Project, save for those representing the Architect.

E. Notices of Defects. District shall give prompt written notice to the Architect if District becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents. However, District's failure or omission to do so shall not relieve the Architect of Architect's responsibilities under Title 21 and Title 24 of California Code of Regulations and the Field Act, hereunder. District shall have no duty to observe, inspect, or investigate the Project.

F. Surveys. The District shall furnish surveys, when needed, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information, as available, concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the surveys shall be referenced to a Project benchmark.

G. Geo-Technical Reports. The District shall furnish the services of geo-technical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

H. Hazardous Materials. The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law of the Contract Documents.

I. Auditing Services. The District shall furnish any auditing services the owner may require to verify the Contractor's application for payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.

J. Accuracy of Reports. The services, information, surveys, and reports required by Article V, Sections F through I, above, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

K. Approve Budget. The District shall approve a current, overall budget for the Project, including the construction costs for the Project.

ARTICLE VI TERMINATION

A. A Written Notice of Termination. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a material failure of performance by such other party, including insolvency of Architect, or if the District should decide to abandon or indefinitely postpone the Project.

B. Abandonment of Work by District.

1. In the event of a termination based upon abandonment or postponement by District, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports up until the date of the abandonment or postponement plus any sums due the Architect for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Work and Work in process of completion and to complete and incomplete drawings and other documents whether delivered to District or in the possession of the Architect. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the Architect.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VI, Section C, below, and Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect.

C. Terminate Without Cause. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Architect. In the event of a termination without cause, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Architect for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Work and Work in process of completion and to complete and incomplete drawings and other documents whether delivered to District or in the possession of the Architect. In addition, Architect will be reimbursed for reasonable termination costs through the payment of three percent (3%) beyond the sum due the Architect. This three percent (3%) payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

D. Work During Dispute. In the event of a dispute between the Parties as to performance of the Work or the interpretation of this Agreement, or payment or non-payment for Work performed or not performed, the Parties shall attempt to resolve the dispute and as to payment, shall make every reasonable effort to resolve the dispute expeditiously. In the event of disputes regarding the level of completion or reimbursable expenses invoiced, the District agrees to return the invoices with a clear description of the dispute within ten (10) business days from the date when invoice(s) are received. Unresolved payment disputes shall be subject to mediation, and the mediation shall be held no later than sixty (60) calendar days after receipt of the notice of a dispute, unless both parties agree otherwise. Pending resolution of this dispute, Architect agrees to continue the Work diligently to completion and the District agrees to make progress payments in accordance with this Agreement, except that the District may withhold only those funds that are in dispute. The District and Architect agree that any withholding by the District in excess of ten percent (10%) of the total Architect Fee shall be considered material for

purposes of providing professional architectural services and continuing work on the Project. If the withholding by the District is material as set forth herein, then the PARTIES shall submit the dispute to mediation for resolution as set forth herein. If the dispute involving a material withholding is not resolved within fifteen (15) business days after the completion of mediation, the Architect may discontinue work on the Project. If any other dispute not involving a material withholding is not resolved, Architect agrees it will neither rescind the Agreement nor stop the progress of the Work, but Architect's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. If the District withholds undisputed amounts in excess of forty-five (45) calendar days from the receipt of a written demand for payment from the Architect, then the Architect shall be entitled to interest, not to exceed one percent (1%), on such outstanding balances.

ARTICLE VII MEDIATION

A. District and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation before a third party mediator mutually agreed upon by the Parties. The request for mediation may be made concurrently with the filing of a court action, but in such event, mediation shall proceed in advance of any legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

B. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII COURT ACTION

A. Any dispute between the Parties under this Agreement shall be submitted for judicial resolution in the Colusa County Superior Court.

B. Prior to initiating judicial action against the District, Architect must comply with Government Code section 900 et seq.

ARTICLE IX ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project and records of accounts between District and Contractor shall be kept on a generally recognized accounting basis and shall be available to District or its authorized representative at mutually convenient times.

**ARTICLE X
COMPENSATION TO THE ARCHITECT**

As compensation for Architect's services, District shall pay the Architect as follows:

A. Basic Services. For all "Basic Services," as set forth in Articles II and III, above, and as specified in Exhibit A, attached hereto and incorporated by reference, compensation in the amount specifically set forth in Exhibit B, Compensation and Schedule of Hourly Billing Rates, attached hereto and incorporated by reference.

B. Additional Services. For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, discussed more fully in Article IV, above, compensation shall be agreed upon by the parties in writing prior to performance of such services by Architect, and may be a flat fee, or hourly based on Architect's standard hourly rates, as set forth in Exhibit B, with necessary consultants at 1.10 times cost. Only the District Representative, or authorized designee may authorize Additional Services or changes to duly authorized services, **subject to Board approval or ratification**. Architect understands that all other District employees are without authorization to order Additional Services, changes to authorized services, or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for Additional Services, changes to authorized services, or to waiver to contractual requirements, shall constitute a waiver of any and all right to adjustment in the compensation for Basic Services or waiver of contractual requirements, and Architect shall not be entitled to compensation for any such unauthorized services.

C. Reimbursable Expenses. "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit B, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses as marked:

- _____ Expenses for authorized travel in connection with the Project, excluding travel within the Arbuckle Area and travel from the Firm location to the District Site or Office, and travel to meet with related consultants unless otherwise agreed and set forth in writing in Exhibit B hereto.
- _____ Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications, and other Project documents including those for use of Architect and its consultants, excluding in-house copy fees.
- _____ Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

Other: _____

D. **Payments.** District shall pay Architect monthly, in arrears, as follows:

1. **Progress Payments.** Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit B):

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic design phase	15	15
Design development phase	20	35
Construction documents phase	35	70
DSA approval	Replace with "See Exhibit E72"	72
Bid phase	5	77
Construction phase	18	95
Closeout documents to DSA	3	98
DSA acceptance of closeout documents	2	100

2. **Additional Services.** Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

3. **Monthly Invoice and Payment.** Architect shall submit a monthly invoice that indicates the services performed during the past billing period, method of computation, and amount payable. Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

4. **Payment Upon Termination.** If District terminates this Agreement at any time as provided herein, Architect shall, upon notice of such termination, promptly cease all services. If the Agreement is terminated for any reason other than a material breach by Architect, Architect's total fee for all services performed shall be computed under the provisions of Article IV, above, to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which Architect's services stopped, proportionate to the degree of completion of the work on such phase.

**ARTICLE XI
EMPLOYEES AND CONSULTANTS**

A. The Architect, as part of the basic professional services, shall furnish at its expense the services of landscape architects, structural, mechanical, electrical, traffic and street improvements, civil engineers, and other disciplines as required for the Project.

B. The Architect shall submit, for written approval by District, the names of the consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual

relation between District and any consultants employed by the Architect under the terms of this Agreement.

C. Architect's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the Architect is not acceptable to District, then that individual shall be replaced with an acceptable, competent person at District's request.

D. The construction administrator or field representative assigned to this Project by Architect shall be a licensed California Architect and be able to make critical Project decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administration is not at the site.

ARTICLE XII MISCELLANEOUS

A. **Indemnification.** To the fullest extent permitted by law, the Architect agrees to indemnify, defend, and hold District entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and

2. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the District harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage, or expense arising under either (1), (2), or (3) in this Subsection, sustained by the Architect or the District, or any person, firm or corporation employed by the Architect or the District upon or in connection with the Project, except to the extent the damages arose from the negligence of the District.

3. Any loss, injury to or death to persons or damage to property caused by any negligence, recklessness or willful misconduct of the Architect or any person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the active negligence of the District. With regard to the Architect's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect.

4. The Architect, at its own expense, cost, and risk, shall defend any claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, other than professional negligence discussed in Article XII, Section A, Subsection 3, above, on any such claim or liability relating to the negligence,

recklessness or willful misconduct of the Architect, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings due to the negligence of the Architect, arising from their work on the Project.

B. State Allocation Board. Architect shall assist District and its consultants to apply for funding for the Project from the State Allocation Board; however, Architect shall not be responsible for preparation, form, submittal, monitoring, or tracking of funding applications prepared by the District. Architect shall be responsible for submittals required of the Architect by the DSA, OPSC, and California Department of Education in connection therewith.

C. Maintenance of Insurance. Architect shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which (acceptance will not be unreasonably withheld) will protect Architect and District from claims which may arise out of or result from Architect's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. The Architect shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

2. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability, aggregate, including:

- a. owned, if any, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

3. Professional liability insurance for the Architect, including contractual liability, with minimum limits depending upon the value of the Project as set forth in this Article XII, Section C, subsection 3.a., below. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the rates current at the time of execution of this Agreement adjusted for inflation. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

- a. Professional liability coverage limits shall be at least:

(i) ONE MILLION DOLLARS (\$1,000,000) per occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate for projects with anticipated Project Costs of five million dollars (\$5,000,000) or less;

(ii) TWO MILLION DOLLARS (\$2,000,000) per occurrence, FIVE MILLION DOLLARS (\$5,000,000) aggregate for projects with anticipated Project Costs between five million dollars (\$5,000,000) and fifteen million dollars (\$15,000,000);

(iii) FIVE MILLION DOLLARS (\$5,000,000) per occurrence, TEN MILLION DOLLARS (\$10,000,000) aggregate for projects with anticipated Project Costs over fifteen million dollars (\$15,000,000).

D. District As Additional Insured. Each policy of insurance required in Article XII, Section C, above, shall name District and its officers, agents, and employees as additional insureds and shall state that, with respect to the operations of Architect hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance. Each policy of insurance required in Article XII, Section C, Subsections 1 and 2, above, shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Architect shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing Work, Architect shall deliver to District certificates of insurance as evidence of compliance with the requirements herein, including certificates of insurance for the Architect's subcontractors, as discussed in Article XII, Section E, below. In the event Architect fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Architect, and in such event Architect shall reimburse District upon demand for the cost thereof.

E. Insurance for Subcontractors. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XII, Section C, above, in amounts which are appropriate with respect to that subcontractor's part of Work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

F. Lack of Insurance is Material Breach. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

G. Valuable Document Insurance. The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Architect, and the District shall be named as an additional insured.

H. Architect is Independent Contractor. Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect understands and agrees that Architect and all of Architect's employees shall not be considered officers, employees, or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Architect assumes the full

responsibility for the acts and/or omissions of Architect's employees or agents as they relate to the services to be provided under this Agreement. Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Architect's employees.

I. Increased Costs. To the extent Architect causes increased Project costs as a result of its negligence or as a result of failure to comply with the provisions of this Agreement, Architect shall be responsible for all costs, fees, expert fees and attorneys' fees resulting from same.

J. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either District or Architect.

K. Assignment. District and Architect, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Architect shall not assign this Agreement.

L. Applicable Law. This Agreement shall be governed by the laws of the State of California.

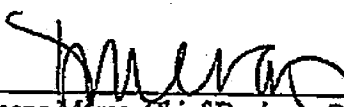
M. Project Records. The Architect shall make a written record of all meetings, conferences, discussions, and decisions made between or among the District, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance, and/or sequence of the Work. The Architect shall provide a copy of such record to the District.

N. Entire Agreement. This Agreement represents the entire Agreement between District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both District and the Architect. This Agreement may be executed in counterpart and with facsimile signatures.

O. Effective Date. This Agreement entered into as of the day and year first written above, and upon ratification by the District's Board.

PIERCE JOINT UNIFIED SCHOOL DISTRICT

By: _____


Daena Meras, Chief Business Official

ARCHITECT

By: _____


Alan S. Chambers, President

EXHIBIT "A"
SCOPE OF WORK AND PROJECT DESCRIPTION

SEE ATTACHED PROPOSAL FOR/PROJECT DESCRIPTION

"EXHIBIT E"

EXHIBIT "B"
COMPENSATION AND SCHEDULE OF HOURLY BILLING RATES

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

SEE ATTACHED PROPOSAL FOR ACCEPTED RATES

"EXHIBIT E"

PROJECT SCHEDULE

SEE ATTACHED PROPOSAL FOR ACCEPTED SCHEDULE

“EXHIBIT E”

ATTACHMENT "D"
SCOPE OF WORK DESCRIPTION

SEE ATTACHED PROPOSAL FOR PROJECT DESCRIPTION

"EXHIBIT E"

EXHIBIT E

Eagle Architects
349 Silver Lake Drive
Chico, CA 95973
(530)898-0123

May 4, 2018

Carol Geyer
Superintendent
Pierce Joint Unified School District
540A Sixth Street
Arbuckle, CA. 95912

Subject: Agreement for Consulting Services
Bleachers & Press Box Replacement
Pierce High School
960 Wildwood Road
Arbuckle, CA. 95912

Dear Ms. Geyer,

I am glad to have the opportunity to continue a working relationship with Pierce Joint Unified School District. Please review, sign and return one (1) original of the attached Agreement for Consulting Services with Eagle Architects for the Bleachers & Press Box Replacement at Pierce High School in Arbuckle.

The scope of work shall include the replacement of the existing bleachers & press box located at the south end of the stadium at Pierce High School. The work shall include removal of the existing bleachers, press box, modifications to existing guard rail, creation of a new ADA accessible path of travel from the new bleachers to the existing accessible parking stalls, new accessible gate, new electrical power, data & signal to press box, emergency lighting to bleacher area & new fire alarm to press box. The work shall include new bleachers & press box provided by bleacher manufacturer. Gates and fire access will be based upon a review of the existing site and acceptance by local fire authority. The duration of this contract shall be from May 9, 2018 through an approximate completion of August 31, 2019. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

Task	Fee
Site visit, ADA Survey & field verify existing conditions Architect & Electrical Engineer	\$2330
Site topo survey at existing concrete walk, ADA accessible path of travel and existing accessible parking stalls to be done by others and not part of this contract.	N/A
Construction Documents Include the following documents: 1. Cover sht./ plot plan/general notes 2. Site plan/ADA access entire campus 3. Demo & New Enlarged Site Plans	\$21,870

<ul style="list-style-type: none"> 4. Site Plan Local Fire Review/Authority 5. Accessible Site Details 6. Architectural details 7. Specifications in Project Manual Book 8. Bleacher emergency lighting plan 9. Press Box power plan 10. Press box fire alarm plan with calculations 11. Press Box data plan with new IDF & data outlets 12. One Line diagram 13. Electrical Site Plan 14. Electrical distribution system calculations 15. Bleachers Manufacturers Drawings (Provided by Manufacturer) 16. Bleachers concrete footings/details (Provided by manufacturer & their structural engineer) 17. Gates & Access Approval from Arbuckle Fire Dept. 18. Submit construction documents to DSA for plan check review electronically through "The Box" 19. Redline comments from DSA plan check 20. DSA back check review & approval. 	
<p>Bidding-</p> <ul style="list-style-type: none"> Prepare & issue documents for Bidding Prepare Addendums with DSA review & approval Attend Bid Walk Through with district & bidders-Architect only 	\$2330
<p>Construction Administration</p> <ul style="list-style-type: none"> Attend Pre-construction meeting with contractor & DSA inspector- architect only Review submittals from contractor Review and answer RFIs Prepare CCDs with DSA approval DSA forms/paperwork Provide DSA-6AE Interium Verified Reports for DSA Inspector card Sign-off-(limited to 1 site visit & report) Upload & interact with DSA through "The Box" Final Observation/Punch list walk through- Architect & Electrical Engineer 	\$6740
<p>Project Closeout with DSA</p> <ul style="list-style-type: none"> Prepare documents for closeout DSA forms/paperwork 	\$2050
<p>Total Fee</p> <p>This fee proposal is good for 30 days. After 30 days fee subject to change.</p>	\$35,320
<p>Reimburseables- Printing costs to be billed at cost plus 10%- Estimated Budget</p>	\$3000

All additional Services for architect shall be billed at an hourly rate of \$125.00.
All additional Services for electrical engineer shall be billed at an hourly rate of \$155.00. Department of the State Architect(DSA) Fees to be paid by school district.

All invoices will be billed based upon the percentage complete for each item in each task. All invoices are due and payable no more than 14 days after the invoice date. Interest of 12% annually will accrue on invoices 60 days past due. All documents produced by Eagle Architects are copyrighted under US copyright laws. Eagle Architects holds copyrights to all instruments of service until transferred or grants licenses for those rights

I hope this meets with your approval and I look forward to continue my relationship with Pierce Joint Unified School District.

Sincerely,
Eagle Architects

Alan S. Chambers
Principal

ACCEPTED

IN WITNESS WHEREOF, Pierce Joint Unified School District and Eagle Architects have executed this Agreement.

CLIENT
Pierce Joint Unified School District

CONSULTANT
Eagle Architects

By: Carol Geyer, Superintendent
Date:

By: Alan S. Chambers, President
Date:



Customer Payment Coupon

Pierce Joint Unified School District, A Government Agency

P.O. BOX 239
ARBUCKLE CA 95912

For Internal Use	
Notification #	114033967
Contract #	1241337
E-PM #	31384307
G-PM #	
E-Prior MLX/PM#	1980
G-Prior MLX/PM#	
Customer #	1955789

Customer Payment Summary

701 HALL ST, ARBUCKLE, 95912

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options		Total Due
10-Year Refundable Advance Option Gas and Electric	\$59,315.89	\$59,315.89
Non-Refundable 50 percent Discount Option for Gas and Electric	\$30,879.25	\$30,879.25
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$30,879.25	\$30,879.25
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$59,315.89	\$59,315.89

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at pge.com/contractpayments

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and this customer payment coupon with your payment
- **Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

Have Questions?

Please Call **1-800-422-0436**



114033967E

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Gas and Electric Extension Agreement*

May 29, 2018

Pierce Joint Unified School District, A Government Agency

P.O. BOX 239
ARBUCKLE CA 95912

Re: 701 HALL ST, ARBUCKLE, 95912

Dear DAENA MERAS

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

For Internal Use	
Notification #	114033967
Contract #	1241337
E-PM #	31384307
G-PM #	
E-Prior MLX/PM#	1980
G-Prior MLX/PM	
Customer #	1955789

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE ELECTRIC DISTRIBUTION				ELECTRIC SERVICE			
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										X
Customer								X	X	

	GAS	ELECTRIC
Total non-refundable project costs	\$0.00	\$4,942.62
Refundable extension costs	\$0.00	\$71,102.77
Allowances (credit)	-	\$0.00
Net refundable amount	= \$0.00	= \$56,873.26
10 YEAR REFUNDABLE OPTION		
Net refundable amount	\$0.00	\$56,873.26
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	+ \$0.00	+ \$4,942.62
Total (if you select this option)	= \$0.00	= \$61,815.89
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	\$0.00	\$56,873.26
Discount: 50% of Net refundable amount	-	\$0.00
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	+ \$0.00	+ \$4,942.62
Total (if you select this option)	= \$0.00	= \$33,379.25
Potential refund per residential lot/unit	\$0.00	\$0.00
Potential reimbursement per service completion		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
Reimbursement for other work performed	\$0.00	\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.



114033967E

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E
March 2015

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PG&E refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2015 Pacific Gas and Electric Company. All rights reserved.



Gas and Electric Extension Agreement*

2 Select one of the following payment options.

- 10-Year Refundable Option for Gas and Electric
- Non-Refundable 50 Percent Discount Option for Gas and Electric
- 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$0.00	\$61,815.89	\$2,500.00	\$59,315.89
\$0.00	\$33,379.25	\$2,500.00	\$30,879.25
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from 29-MAY-18.

PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Kristopher Olstad at 530-634-6463 or by email at KX07@pge.com

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

REBECCA ROBLES

REBECCA ROBLES
SERVICE PLANNING SUPERVISOR

Customer

Agreed and accepted by:

Pierce Joint Unified School District, A Government Agency

Authorized Signatory DAENA MERAS

Title CHIEF BUSINESS OFFICIAL

Signature DAENA MERAS

Date 5/30/2018 | 9:05:08 AM PDT

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.



114033967E

* Automated document, Preliminary Statement, Part A



**STATEMENT OF APPLICANT'S CONTRACT
ANTICIPATED COSTS.***

Project Name: Classroom Bldg. Relocation

Project Location: 701 HALL ST, ARBUCKLE, 95912

Notification Number: 114033967

PM Number(s): (Gas)

(Electric) 31384307

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

Residential Service Facilities:

Applicant: \$ _____

PG&E: \$0.00

Number of gas service: 0 **Stubs:** 0

ELECTRIC

Residential Service Facilities:

Applicant: \$ _____

PG&E: \$0.00

Number of Electric service: 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



114033967E

GAS

**Gas Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$0.00

ELECTRIC

**Electric Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$25,823.31

GAS DISTRIBUTION TRENCH

Applicant: \$ _____

PG&E: \$0.00

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT'S ELECTION NOT TO PROVIDE COSTS: (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on 5/30/2018 | 9:05:08 AM PDT at ARBUCKLE, CA
(Date) (City)

By:

Print Applicant Name: **DAENA MERAS** ^{DS} *DM*

Signed: DAENA MERAS ^{DS} *DM*

Title: **CHIEF BUSINESS OFFICAL** ^{DS} *DM*



114033967E



"We Make Smart Products Intelligent"
NICE! CERTIFIED

1482 Sky Harbor Drive, Suite B, Olivehurst, CA 95961

CA License #: 988235 - (530) 923-2225

Proposal

Proposal submitted by: Tony Barber

Date of submission: May 8, 2018

Proposal Submitted to: George Parker

At: Pierce Joint Unified School District

Job information: **Pierce High School**

Scope of Work: **Site work and Fiber Optic Cabling**

DRE #: 100003823

Site Work

1. Run approximately 50' of 2" EMT conduit
2. Trench approximately 1200'
3. Run approximately 1200' of 2" PVC conduit in trench
4. Run two (2) 2" raceways from room 902 to stadium and coil 100' in Christy-box – terminate on room 902 end in the existing IDF cabinet
5. Install three (3) STC cans
6. Run approximately 200' of 2" innerduct
7. Set three (3) N-48 Christy-boxes
8. Run one (1) 2" raceway from MDF in main building to IT department
9. Run two (2) 2" raceways from MDF in main building to "girls gym"
10. 2" innerduct will be ran under main school building
11. Bore from "girls gym" to independent portables approximately 600'
12. Use existing 1-1/2 conduit pull out fire and install pull boxes for raceway to portables from Girls Gym
13. Pull all fiber, (single and multi mode) through new pathways
14. Terminate (42) multi-mode and (42) single-mode fiber
15. Label all Fiber
16. Trench approx. 600' and run 2" conduit to Farm and pull single mode and Multi mode fiber

Scope #1

1. Run raceway (1) 2" conduits and fiber-single mode and multi mode coil at stadium
2. 100' in box and terminate at room 902 end in existing IDG

Scope #2

1. Run raceway (1) 2" conduit and fiber from MDF to IT department intercept existing conduit and re-route into IT building. Pull Multi mode and single mode fiber

Scope #3

1. Run raceway(2) 2" conduits and multimode and single mode fiber from MDF to girls gym
2. Run a 2" raceway innerduct under main building

Scope #4

1. Using existing 1.5" conduit from Girls gym to Independent portables for fiber runs to MDF to Independent portable. Run conduit into IDF/pull Multimode and single mode fiber

Scope #5

1. Trench Approximately 600 feet from stadium/field to the school farm and place 2-(2") pvc conduits in trnch and backfill.
2. Pull approximately 1000 feet of multi-mode and single mode fiber and terminate both ends



1482 Sky Harbor Drive, Suite B, Olivehurst, CA 95961
CA License #: 988235 - (530) 923-2225

Proposal

Plans and Specifications: **None**

Proposal is based on the plans, specifications and addendums available as of the date on this proposal and listed below.
Site Map outlined and on-site walk-thru

All Phase Systems Integration, Inc. proposes to furnish the material and/or labor in accordance with the attached terms and conditions for the sum of Sixty-nine thousand nine hundred thirty-three ~~(\$69,933.00)~~ Dollars.

SB \$63,508.00

Scope#1 Thirteen Thousand nine hundred thirty-three (\$13,933.00) Dollars

Scope#2 Ten Thousand (\$10,000.00) Dollars

Scope#3 Sixteen thousand (\$16,000.00) Dollars

Scope#4 Eleven thousand two hundred seventy five (\$11,275.00) Dollars

Scope#5 Twelve thousand three hundred (\$12,300.00) Dollars

All Phase Systems Integration, Inc. Signed by: Tony Barber

Signature: _____

Acceptance Signed by (print name): Daena Meras

Signature:

Date: 5/30/19

*When both parties sign this proposal, this instrument constitutes a legal and binding contract between the parties
This proposal may be withdrawn if not accepted within thirty (30) days from date of submission.
If this proposal is accepted, the terms and conditions will be attached to and become part of the contract.*

All Phase Systems Integration, Inc.
Terms and Conditions – Attachment “A”

PERFORMANCE:

All Phase Systems Integration Inc., agrees that where written construction schedule is provided with the signing of this proposal and fails to comply with said schedule, All Phase Systems Integration, Inc. shall pay all overtime costs necessary to complete construction in a timely manner.

If a written construction schedule is not provide with the signing of this proposal, All Phase Systems Integration Inc. shall not pay for any overtime to complete project and any overtime required shall be considered an extra and authorization shall be required. Reasonable time shall be given to All Phase Systems Integration, Inc. to complete each phase of the electrical job.

Costs incurred as a result of limited access to our work area due to construction or delays does not constitute as a delay on All Phase Systems Integration, Inc., and any overtime that may be needed to meet time schedules is to be paid for by others.

All boxes, transformer and switchgear to be set one (1) time only.

All labor rates are based on prevailing wages.

Labor rate is based on straight time only, if overtime is needed it will be at an added cost.

Monthly Progress payments will be required.

MATERIALS AND EQUIPMENT:

All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that title to all material required (for the purpose of this proposal) to remain the property of All Phase Systems Integration, Inc. until paid in full. It is understood that All Phase Systems Integration, Inc. shall have the authorization to enter upon owner/contractor property for the purpose of repossessing material and equipment whether or not installed without liability to owner/contractor for trespass or any other reason.

Excavation:

Price for excavation is for favorable working conditions either by hand work or machinery. (“Machinery” shall be considered a mini excavator GEHL 383Z (or the like) or a skid steer.) If conditions such as rock formations, rock ledge, high water table, pumping or any other unforeseen problems requiring additional materials, drilling, splitting, ripping, hammering, blasting, time and labor, the responsible individual will be notified and any additional costs will be on time and material basis.

Engineering and staking by others. Subgrade must be within +/- 0.5' and final finished grade in the PUE at +/- 0.3'. Trench depth determined from final driveway grade specified by the owner. Plan or staking errors resulting in the shutdown of equipment will be paid for on a time and material basis.

GENERAL EXCLUSIONS:

This proposal does not include concrete (Other than stated in proposed scope of work, if any at all, like bollards, light standards, ect.) temporary power, temporary lighting, street lights, forming, painting of any kind, patching of sheetrock, asphalt, ect., saw cutting, core drilling, masonry, fire calking, venting and sealing of roof penetrations. **All waste created by All Phase Systems Integration, Inc. will be removed to a specific area on the construction site (“waste” is considered any unusable or unwanted substance/s, including but not limited to dirt spoils).** Repairs; any that may be needed due-from or caused by any other trades. Cost of inspections, third party inspections, compliance officers, lighting commissioner, any and all permits (unless stated in proposal-i.e. fire permits), fees and tests. Erosion control will be provided by others. Traffic control by others. Extended warranty.

1. SPECIFIC EXCLUSIONS (if any):

- a. All active components including switches, hubs, media converters, routers, recording devices, cameras, clocks, speakers, music, sound control, ect.
- b. Any cabling other than what has been listed in proposal

All Phase Systems Integration, Inc.
Terms and Conditions – Attachment “A”

- c. Physical cross connections
- d. Bonds-bid, payment, performance, ect.
- e. MDF/IDF racks, cabinets, etc (existing)
- f. Fiber adaptor panels, LIU's, jumpers, etc (these are stated to be provided by the school)

CHANGE ORDERS:

Any deviation, alteration or changes from this proposal will be executed only on receipt of written work order. Said charges shall in no way affect or make void the proposal. Charges for changes or modification to this proposal will be at All Phase Systems Integration, Inc. labor rate as used to quote this proposal and materials shall be charged at contractor's list price plus 15% .

Any work that has to be redone due to any changes, **damage by other trades** or other unforeseen circumstances will result in additional costs.

NO WORK SHALL COMMENCE UNTIL ALL PHASE SYSTEMS INTEGRATION, INC. RECEIVES WRITTEN AUTHORIZATION.

NATIONAL AND LOCAL CODES:

Electrical installation shall meet the National Electrical Code and local building codes. Errors in design by the architect and/or engineer are not the responsibility of All Phase Systems Integration, Inc. Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans or specifications that are required by other (i.e., Inspectors) shall not be part of this proposal.

FIXTURES AND EQUIPMENT SUPPLIED BY OTHERS: (WHEN APPLICABLE):

Price includes the *installation* of fixtures furnished by others, if fixtures are on the job site at time of electrical trim out. Any fixtures supplied by others shall be assembled, and pre-lamped. All Phase Systems Integration, Inc., shall not be responsible for fixtures and equipment supplied by others and losses due to theft, damage, vandalism, etc. are not the responsibility of All Phase Systems Integration, Inc.. Fixtures and equipment must be stored by others.

REMOVAL OF FIXTURES AND/OR EQUIPMENT THAT IS TO BE REMOVED, STORED AND REINSTALLED: (WHEN APPLICABLE):

If any fixtures and/or equipment are to be removed and reinstalled, it is understood that All Phase Systems Integration, Inc. does not guarantee or take responsibility that any or all of the removed fixtures and/or equipment will be in proper working order at time of reinstallation.

WARRANTY:

Warranties shall apply *exclusively* to the electrical installation of the material, fixtures, equipment, and other items *supplied* by All Phase Systems Integration, Inc.

Warranty does not apply to:

1. Material, fixtures, equipment and other items supplied by others or
2. Extensions or additions to the original installation if made by others.

Warranty shall commence from the final electrical inspection date for a maximum period of one (1) year. Warranty or service will not be performed if any payments according to this proposal become past due including change orders.

ALL PHASE SYSTEMS INTEGRATION, INC. SHALL NOT BE LIABLE:

For failure to perform if prevented by strikes, or other labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond electrical contractor's control. In no event shall the electrical contractor be liable for special or

All Phase Systems Integration, Inc.
Terms and Conditions – Attachment “A”

consequential damages whatsoever or however caused.

OWNER/CONTRACTOR DEFAULTS:

1. Any payment called for under this proposal and all authorized change orders' becomes past due.
2. Any written agreement made by the owner/contractor is not promptly performed.
3. Any conditions warranted by the owner/contractor prove to be untrue.
4. Failure of owner/contractor to comply with any of the conditions of this proposal.

All Phase Systems Integration, Inc. remedies in the event of owner/contractor defaults, in event of owner/contractor default, All Phase Systems Integration, Inc. may do any or all of the following:

Suspend the work and remove its material/equipment from the premises.

Remove any All Phase Systems Integration, Inc. -supplied material/equipment, whether or not it has been installed and whether or not is has been placed in operation. In this regard, owner/contractor agrees that All Phase Systems Integration, Inc. may enter upon owner/contractor property for the purpose of repossessing such equipment without liability to owner/contractor for trespass or any other reason.

Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The owner/contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by All Phase Systems Integration, Inc. in enforcing its rights under this proposal.

4	SIGNATURE, TITLE, DATE OF REVISION, ADDRESS, PHONE NUMBER AND E-MAIL ADDRESS OF THE ARCHITECT OR ARCHITECTURAL FIRM		
5	SIGNATURE OF SCHOOL DISTRICT OFFICIAL		DATE
6	Print the School District Official's Name:		
7	The location(s) of the proposed post-walker valve and the downstream connection meet the requirements of this jurisdiction.		
8	The location(s) of the detector check valve assembly meet the requirements of this jurisdiction.		
9	Is the project located in a hazard severity zone area? (SDG, Chapter 7A, Section 701A) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
10	Check type of fire: <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> Very High <input type="checkbox"/> WFA (if one of these boxes is checked, the project design must meet the requirements of Chapter 7A)		
11	COMMENTS (note deficiencies)		

DATE: 08/06/13 BY: [] DIVISION OF THE STATE ARCHITECT DEPARTMENT OF GENERAL SERVICES STATE OF CALIFORNIA Page 3 of 7

SITE PARKING ANALYSIS

TOTAL PARKING 170 SPACES 8 ACCESS TOTAL 3 VAN ACCESS

REMOVAL NO. OF ACCESSIBLE PARKING STALLS PER CBC TABLE 11B-209.2 + 6

NO. OF ACCESSIBLE PARKING PROVIDED + 6

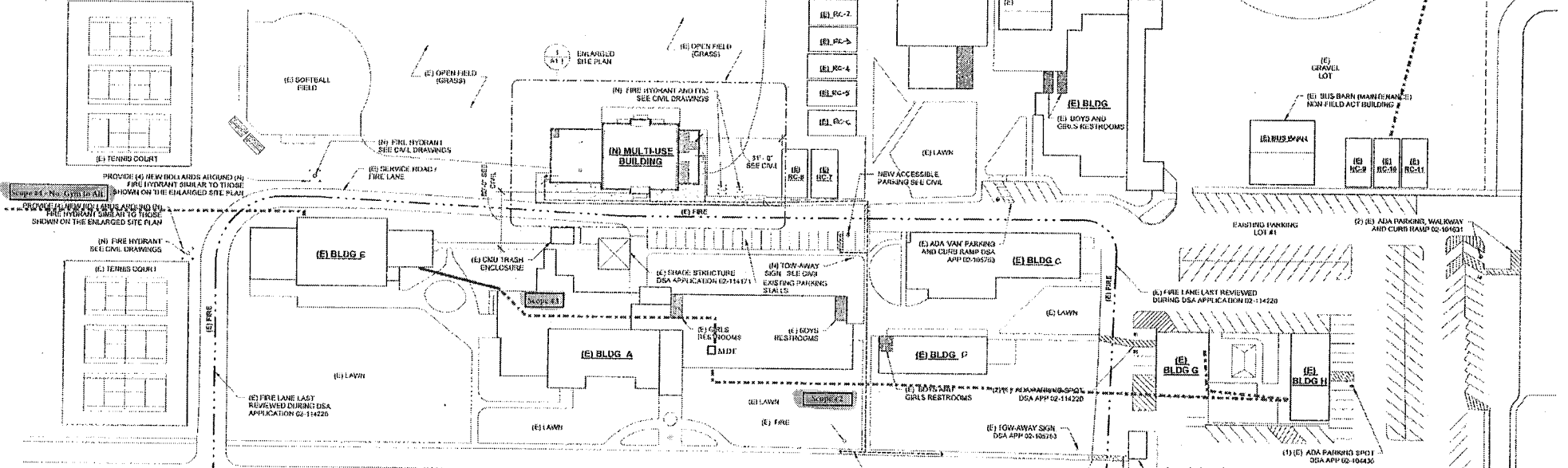
REMOVAL NO. OF VAN ACCESSIBLE PARKING STALLS PER CBC TABLE 11B-209.2.4 + 1

NO. OF VAN ACCESSIBLE PARKING PROVIDED + 1

SITE PLAN LEGEND

- (E) ACCESSIBLE PATH OF TRAVEL
- (N) OR (E) DSA APPROVED RESTROOM (R) AND/OR DRINKING FOUNTAIN (F)

- * THESE SIGNAGE REQUIREMENTS ARE TO BE COMPLIED WITH ON ALL SIGNAGE
- * WITH COPIERS IN PLANS AND GRATING NOT TO EXCEED 1" IN PRE-COMBUSTION DIRECTION OF TRAVEL
- * IS FREE OF OVERHEAD OBSTRUCTIONS WITHIN 8' ABOVE THE WALKING SURFACE AND
- * IS FREE OF OBJECTS WHICH PROTRUDE MORE THAN 4" BETWEEN THE HEIGHTS OF 2' AND 8' ABOVE THE WALKING SURFACE



PHS - FIBER UPGRADE WILLOWOOD ROAD

(1) SITE PLAN 1" = 60'-0"





West Side Hwy

SCOPE #5

301 ft

© 2018 Google

Go

1998

Imagery Date: 5/21/2017 39°00'28.79" N 122°03'13.58" W elev 148 ft

584 of 742

Pierce Joint Unified School District
Overnight Field Trip Request

Date Submitted: 5/24/18

Site Approval: 

Date: 5/25/18

As outlined in the district's administrative regulations, requests for overnight field trips must be submitted thirty days prior to the date of the next regularly scheduled Board meeting. The Board will approve or disapprove the request and notify the teacher at the next regularly scheduled Board meeting after receipt of the request.

Event/Group Title: Educational Talent Search Summer Trip

Teacher(s) Submitting Request (Field Trip Supervisor): Uriel Delgado

The teacher(s) submitting the request will be designated the *Field Trip Supervisor* and assumes responsibility at all times for supervising student activities and shall assume responsibility for the proper conduct of all participants.

Number of students participating: 15 Number of adult volunteers: 3

List adult volunteers/chaperones: _____

Uriel Delgado

Xochitl Villaseñor

Staff TBA

For other than athletic events, there must be one adult for every five students participating.

Departure Date/Time/Location: July 20 2018 7:00 AM Colusa

County Campus

Scheduled Return (include time): July 21 2018 9:00 PM Colusa County Campus

Destination (address required): 1 Heegenberger Rd, Oakland CA


94621

Contact Phone Number at Destination (required): (510) 635-5000

(OVER)

Pierce Joint Unified School District
Overnight Field Trip Request

Date Submitted: 5/22/18

Site Approval: 
Date: 5/30/18

As outlined in the district's administrative regulations, requests for overnight field trips must be submitted thirty days prior to the date of the next regularly scheduled Board meeting. The Board will approve or disapprove the request and notify the teacher at the next regularly scheduled Board meeting after receipt of the request.

Event/Group Title: FFA Chapter Officer Retreat

Teacher(s) Submitting Request (*Field Trip Supervisor*): Mr. VanLaningham

The teacher(s) submitting the request will be designated the *Field Trip Supervisor* and assumes responsibility at all times for supervising student activities and shall assume responsibility for the proper conduct of all participants.

Number of students participating: 7 *Number of adult volunteers: 1-2

List adult volunteers/chaperones: TBA

Date transportation request submitted: _____ Will submit when date is known- mid July

Funding source: FFA

*For other than athletic events, there must be one adult for every five students participating.

Departure Date/Time/Location: _____ Will leave from PHS. Date and location will be determined asap. Probably for sometime in July.

Working on getting everyones summer schedule coordinated. Will give date to Board as soon as it is determined.

Scheduled Return (include time): Retreat will last 3 days (2 nights)

Destination (address required): Camp ground

Contact Phone Number at Destination (required): 916-417-0253

(OVER)

Pierce Joint Unified School District
Overnight Field Trip Request

Date Submitted: 5/25/18² Site Approval: [Signature]
Date: 5/30/18

As outlined in the district's administrative regulations, requests for overnight field trips must be submitted thirty days prior to the date of the next regularly scheduled Board meeting. The Board will approve or disapprove the request and notify the teacher at the next regularly scheduled Board meeting after receipt of the request.

Event/Group Title: FFA Chapter Officer Leadership Conference

Teacher(s) Submitting Request (*Field Trip Supervisor*): Mr. VanLaningham

The teacher(s) submitting the request will be designated the *Field Trip Supervisor* and assumes responsibility at all times for supervising student activities and shall assume responsibility for the proper conduct of all participants.

Number of students participating: 7 *Number of adult volunteers: 1-2

List adult volunteers/chaperones: TBA

Date transportation request submitted: 5/22/2018

Funding source: FFA

*For other than athletic events, there must be one adult for every five students participating.

Departure Date/Time/Location: The plan is August 15-16, 2018.

Will leave from PHS on 8/15

Scheduled Return (include time): Return 8/16, 2018

Destination (address required): Mountain Meadow Ranch, P.O. Box 610 Susanville, CA 96130

Contact Phone Number at Destination (required): 916-417-0253

(OVER)

Pierce Joint Unified School District
Overnight Field Trip Request

Date Submitted: 8/5/16

Site Approval: 

Date: 5/30/18

As outlined in the district's administrative regulations, requests for overnight field trips must be submitted thirty days prior to the date of the next regularly scheduled Board meeting. The Board will approve or disapprove the request and notify the teacher at the next regularly scheduled Board meeting after receipt of the request.

Event/Group Title: FFA to National Convention

Teacher(s) Submitting Request (*Field Trip Supervisor*): Mrs. Sweet

Mr. VanLaningham

The teacher(s) submitting the request will be designated the *Field Trip Supervisor* and assumes responsibility at all times for supervising student activities and shall assume responsibility for the proper conduct of all participants.

Number of students participating: 13 *Number of adult volunteers: _____

List adult volunteers/chaperones: TBA

Date transportation request submitted: N/A

Funding source: FFA

*For other than athletic events, there must be one adult for every five students participating.

Departure Date/Time/Location: October 22, 2018, time-TBA, PHS

Scheduled Return (include time): October 28, 2018/ Evening

Destination (address required): Marriott Hotel, Indianapolis, IN

Contact Phone Number at Destination (required): 916-715-4223 or 916-417-0253

(OVER)

POLICY GUIDE SHEET

May 2018

Page 1 of 3

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP 0410 - Nondiscrimination in District Programs and Activities

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and **NEW LAW (SB 31)** which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

BP/AR 3514 - Environmental Safety

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 746)** which provides that, if a community water system finds lead above specified levels in a school's potable water system, the district must notify parents/guardians, shut down fountains and faucets, and provide a source of drinking water to students. Policy also deletes details regarding district strategies that are duplicated in the AR. Regulation also updates material related to particulate filters in school buses and carbon monoxide detectors to reflect current law.

BP 3514.1 - Hazardous Substances

(BP revised)

Policy updated to reflect legal requirements regarding toxic art and craft supplies, formerly in BP 6161.3 - Toxic Art Supplies.

BP/AR 3516 - Emergencies and Disaster Preparedness Plan

(BP/AR revised)

Policy expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency.

AR 3541 - Transportation Routes and Services

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1453)** which authorizes districts to provide for the transportation of adult volunteers to and from educational activities. Regulation also reflects requirement to provide transportation consistent with a student's Section 504 plan, and clarifies the district's responsibility with respect to transportation for homeless students and foster youth.

BP/AR 4131 - Staff Development

(BP revised; AR deleted)

Policy updated to reflect the self-repeal of the Math and Reading Professional Development program and to reflect **NEW LAW (AB 97)** which redirects funding for the Professional Development Block Grant into the LCFF. Goals for staff development expanded to include ability to meet the needs of foster youth.

Regulation deleted since the Math and Reading Professional Development program was self-repealed.

POLICY GUIDE SHEET

May 2018

Page 2 of 3

BP/AR 4158/4258/4358 - Employee Security

(BP/AR revised)

Policy updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.

BP/AR 5111 - Admission

(BP/AR revised)

Policy updated to reflect state law prohibiting the collection of social security numbers or the last four digits of the social security numbers of students or their parents/guardians, unless otherwise required by law. Policy also reflects **NEW LAW (AB 699)** which prohibits districts from inquiring into students' citizenship or immigration status and the California Attorney General's model policy which provides that, under the limited circumstances when such information must be collected to comply with eligibility requirements for special state or federal programs, such information should be collected separately from the school enrollment process. Regulation updated to reflect a requirement of the Attorney General's model policy that prohibits districts from requiring documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. Regulation also reflects the authority to accept a parent/guardian affidavit as evidence of a child's age when other documentation is not available.

BP/AR 5111.1 - District Residency

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 699)** which prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. Regulation also updated to reflect **NEW LAWS** providing that a student meets district residency requirements if the student's parent/guardian is transferring or pending transfer to a military installation within the state (**SB 455**), or the student's parent/guardian was a resident of California who departed the state against his/her will pursuant to a transfer by a government agency, a court order, or the federal Immigration and Nationality Act (**SB 257**).

BP/AR 5125 - Student Records

(BP/AR revised)

Policy updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which (1) prohibits districts from collecting information regarding students' citizenship or immigration status, and (2) requires district staff to receive training in the gathering and handling of sensitive student information. Policy also reflects state law limiting the collection of students' social security numbers or the last four digits of the social security numbers, and **NEW LAW (SB 31)** which prohibits districts from assisting in the compilation of a list, registry, or database based on students' national origin, ethnicity, or religion. Regulation updated to reflect **NEW LAW (SB 233)** which expands the types of records related to foster youth that must be made accessible to specified agencies, and a requirement of the Attorney General's model policy that the annual parental notification include a statement that a student's citizenship, place of birth, or national origin will not be released without parental consent or a court order.

AR/E 5125.1 - Release of Directory Information

(AR/E revised)

Regulation and exhibit updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which requires that the annual parental notification include a statement that directory information does not include citizenship status, immigration status, place of birth, or national origin.

BP 5131.2 - Bullying

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. Policy also reflects the California Attorney General's model policy developed pursuant to **AB 699**, which requires staff training with specified components related to bullying prevention and response.

POLICY GUIDE SHEET

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BP/AR 5145.13 - Response to Immigration Enforcement

(BP/AR added)

New policy and regulation reflect **NEW LAW (AB 699)** which mandates districts to adopt, by July 1, 2018, policy consistent with the model policy developed by the California Attorney General, including policy related to the district's response to requests by law enforcement for access to information, students, or school grounds for immigration enforcement purposes and actions to be taken in the event that a student's family member is detained or deported. Policy also reflects **NEW LAW (SB 31)** which prohibits districts from compiling or assisting federal government authorities with compiling a list, registry, or database based on students' national origin, ethnicity, or religion.

BP/AR 5145.3 - Nondiscrimination/Harassment

(BP/AR revised)

Minor revisions made in policy and regulation to reflect **NEW LAW (AB 699)** which prohibits discrimination based on immigration status.

BP 5145.9 - Hate-Motivated Behavior

(BP revised)

Policy updated to define hate-motivated behavior and expand material related to collaboration, staff training, and enforcement of rules regarding student conduct. Policy also provides for the use of uniform complaint procedures when the behavior is determined to be based on unlawful discrimination.

BP 6161.3 - Toxic Art Supplies

(BP deleted)

Policy deleted and key concepts incorporated into BP 3514.1 - Hazardous Substances.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0410(a)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

Note: ~~Government Code 11138~~ **Education Code 234.1** mandates districts to adopt **rules policy** and regulations to ensure that district programs and activities are free from unlawful discrimination. In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220, **as amended by AB 699 (Ch. 493, Statutes of 2017)**, prohibits discrimination based on race or ethnicity, nationality, **immigration status**, sex, sexual orientation, gender, gender identity, gender expression, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. For policy language protecting students against discrimination and harassment, see BP/AR 5145.3 - Nondiscrimination/Harassment and BP/AR 5145.7 - Sexual Harassment.

Education Code 260 and 5 CCR 4900-4965 require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights of the U.S. Department of Education, and the California Department of Education may investigate complaints regarding discrimination pursuant to 5 CCR 4600-~~4687~~ **4670**.

Similarly, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment. For policy language addressing these protections as they relate to volunteers, see BP 1240 - Volunteer Assistance, and in relation to employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment.

The Governing Board is committed to providing equal opportunity for all individuals in **education-district programs and activities**. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital **status**, pregnancy, ~~or~~ **parental status**, physical or mental disability, sex, sexual orientation, gender, gender identity, **gender** ~~or~~ expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

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

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

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

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

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), mandates that districts adopt policy consistent with the California Attorney General's model policy contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. That model policy includes statements regarding the equitable provision of services and a prohibition against the use of school resources or data for creating a registry based on specific characteristics. In addition, Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

Note: Education Code 221.2-221.3 (the California Racial Mascot Act), as added by AB 30 (Ch. 767, Statutes of 2015), declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname beginning January 1, 2017. The following paragraph expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.

District programs and activities shall **also** be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Note: Pursuant to Education Code 221.5, a district is required to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. See BP/AR 5145.3 - Nondiscrimination/Harassment. For further information, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

~~Annually,~~†The Superintendent or designee shall **annually** review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.9, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the basis of disability **and or** sex in its educational programs or activities. In addition, Education Code 221.61, ~~as added by SB 1375 (Ch. 655, Statutes of 2016),~~ requires ~~that, on or before July 1, 2017,~~ districts **must to** post specified information relating to Title IX on their web sites. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in **each the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in** announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed **by the district.** ~~to these groups and, as applicable, to the public. As appropriate, such~~ **The notification shall also be posted on the district's web site and, when available, district-supported social media and shall be posted** in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations **as appropriate and shall be posted on the district's web site and, when available, district-supported social media.**

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

(cf. 5145.6 - Parental Notifications)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires the following notification. Information about the educational rights of all students is contained in the appendix of the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

Note: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice.

In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. Districts with questions about compliance with the ADA should consult with legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

Note: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). In effect, the district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available.

A U.S. Department of Justice technical assistance publication, Accessibility of State and Local Government Websites to People with Disabilities, affirms that the ADA applies to district sponsored web sites. Examples of technical standards for web site accessibility are available from the World Wide Web Consortium, California Department of Education's standards for state web sites, and other sources; The U.S. Department of Education's Office for Civil Rights (OCR) has interpreted the ADA and Section 504 of the Rehabilitation Act of 1973 to include the requirement that district web sites be accessible to individuals with disabilities. See the OCR's June 2010 and May 2011 Dear Colleague Letters and see BP 1113 - District and School Web Sites.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Note: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's uniform complaint procedures. The

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

following paragraph, which identifies the person or position identified in the AR 1312.3 - Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

(title or position)

(address)

(telephone number)

(email)

Legal Reference: (see next page)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)*Legal Reference:*EDUCATION CODE200-262.4 *Prohibition of discrimination***48980 Parental notifications**48985 *Notices to parents in language other than English*51007 *Legislative intent: state policy*GOVERNMENT CODE**8310.3 California Religious Freedom Act**11000 *Definitions*11135 *Nondiscrimination in programs or activities funded by state*~~11138 Rules and regulations~~12900-12996 *Fair Employment and Housing Act*54953.2 *Brown Act compliance with Americans with Disabilities Act*PENAL CODE422.55 *Definition of hate crime*422.6 *Interference with constitutional right or privilege*CODE OF REGULATIONS, TITLE 54600-~~4687~~ **4670** *Uniform complaint procedures*4900-4965 *Nondiscrimination in elementary and secondary education programs*UNITED STATES CODE, TITLE 201400-1482 *Individuals with Disabilities in Education Act*1681-1688 *Discrimination based on sex or blindness, Title IX*2301-2415 *Carl D. Perkins Vocational and Applied Technology Act*6311 *State plans*6312 *Local education agency plans*UNITED STATES CODE, TITLE 29794 *Section 504 of the Rehabilitation Act of 1973*UNITED STATES CODE, TITLE 422000d-2000d-7 *Title VI, Civil Rights Act of 1964*2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*2000h-2000h-6 *Title IX*12101-12213 *Americans with Disabilities Act*CODE OF FEDERAL REGULATIONS, TITLE 2835.101-35.190 *Americans with Disabilities Act*36.303 *Auxiliary aids and services*CODE OF FEDERAL REGULATIONS, TITLE 34100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*106.9 *Dissemination of policy**Management Resources:*CSBA PUBLICATIONS*Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016*~~*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014*~~~~*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*~~*Management Resources continued: (see next page)*

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)*Management Resources: (continued)***CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS****Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018****CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS***California Law Prohibits Workplace Discrimination and Harassment***U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS***Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016**Dear Colleague Letter: Title IX Coordinators, April 2015***Dear Colleague Letter, May 26, 2011***Dear Colleague Letter: Harassment and Bullying, October 2010***Notice of Non-Discrimination, Fact Sheet, August 2010***Dear Colleague Letter: Electronic Book Readers, June 29, 2010**Notice of Non-Discrimination, January 1999***Protecting Students from Harassment and Hate Crime, January 1999***Nondiscrimination in Employment Practices in Education, August 1991***U.S. DEPARTMENT OF JUSTICE PUBLICATIONS***2010 ADA Standards for Accessible Design, September 2010**Accessibility of State and Local Government Websites to People with Disabilities, June 2003***WORLD WIDE WEB CONSORTIUM PUBLICATIONS***Web Content Accessibility Guidelines, December 2008***WEB SITES***CSBA: <http://www.csba.org>***California Office of the Attorney General: <http://oag.ca.gov>***California Department of Education: <http://www.cde.ca.gov>**California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>**Safe Schools Coalition: <http://www.casafeschools.org>**Pacific ADA Center: <http://www.adapacific.org>**U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>**U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>**U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>**World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>*

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3514(a)

ENVIRONMENTAL SAFETY

Note: The following optional policy may be revised to reflect district practice.

Education Code 17070.75 requires **any each** district participating in the state's School Facility Program ~~or Deferred Maintenance Program~~ to have a facility inspection system ~~in place~~ to ensure that ~~facilities are~~ **each school facility is kept in good repair. as defined in Pursuant to** Education Code 17002, a facility is in "good repair" when it is maintained in a manner that ensures that it is clean, safe, and functional in accordance with criteria set forth in ~~and determined according to~~ the Facility Inspection Tool developed by the Office of Public School Construction. ~~This tool includes a number of environmental safety conditions; s~~See AR 3517 - Facilities Inspection. In addition, the U.S. Environmental Protection Agency (EPA) has developed the Healthy School Environments Assessment Tool (HealthySEAT), a software program designed to be customized by districts to conduct voluntary self-assessments of environmental conditions, such as chemical management, hazardous materials and waste, indoor and outdoor air quality, moisture/mold control, pest control, ultraviolet radiation, and construction/renovation of school facilities. For further information, see EPA's web site.

The Governing Board recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks **and** ~~He/she~~ shall ~~establish a comprehensive plan~~ **develop strategies** to prevent and/or mitigate environmental hazards. **He/she shall consider** based on a consideration of the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff **and students, including the impact on student achievement and attendance.** ~~attendance, student attendance, and student achievement.~~

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

(cf. 3517 - Facilities Inspection)

(cf. 4157/4257/4357 - Employee Safety)

~~*(cf. 5030 - Student Wellness)*~~

(cf. 5142 - Safety)

(cf. 7111 - Evaluating Existing Buildings)

~~Strategies addressed in the district's plan shall include, but not necessarily be limited to, the following:~~ **Such strategies shall focus on maximizing healthy indoor air quality; monitoring the quality of outdoor air and adjusting outdoor activities as necessary; reducing exposure to vehicle emissions; minimizing exposure to lead and mercury; reducing the risk of unsafe drinking water; inspecting and properly abating asbestos; appropriately storing, using, and disposing of potentially hazardous substances; using effective least toxic pest management practices; reducing the risk of foodborne illness; and addressing any other environmental hazards identified during facilities inspections.**

ENVIRONMENTAL SAFETY (continued)***(cf. 3510 - Green School Operations)****(cf. 3513.3 - Tobacco-Free Schools)**(cf. 3514.1 - Hazardous Substances)**(cf. 3514.2 - Integrated Pest Management)**(cf. 3516.5 - Emergency Schedules)**(cf. 3540 - Transportation)**(cf. 3541.1 - Transportation for School-Related Trips)**(cf. 3542 - School Bus Drivers)**(cf. 3550 - Food Service/Child Nutrition Program)**(cf. 5141.23 - Asthma Management)**(cf. 5141.7 - Sun Safety)****(cf. 5142.2 - Safe Routes to School Program)****(cf. 6142.7 - Physical Education and Activity)**(cf. 6163.2 - Animals at School)**(cf. 7150 - Site Selection and Development)*

Note: Districts that select **optional** item #1 below to require strategies for indoor air quality are encouraged to review CSBA's policy briefs on Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments and Asthma Management in the Schools. Also see the accompanying administrative regulation.

1. Ensuring good indoor air quality by maintaining adequate ventilation; using effective maintenance operations to reduce dust, mold, mildew, and other indoor air contaminants; and considering air quality in the site selection, design, and furnishing of new or remodeled facilities

*(cf. 3513.3 - Tobacco-Free Schools)**(cf. 5141.23 - Asthma Management)**(cf. 6163.2 - Animals at School)**(cf. 7150 - Site Selection and Development)*

Note: In order to determine when poor outdoor air quality necessitates limiting outdoor activities, as provided in **optional** item #2 below, districts may use local or online resources to obtain forecasts of air quality and ultraviolet radiation. See the accompanying administrative regulation, BP 5141.7 - Sun Safety, and CSBA's policy brief on Sun Safety in Schools.

2. Limiting outdoor activities when necessary due to poor outdoor air quality, including excessive smog, smoke, or ozone, or when ultraviolet radiation levels indicate a high risk of harm

*(cf. 3516.5 - Emergency Schedules)**(cf. 5141.7 - Sun Safety)**(cf. 6142.7 - Physical Education and Activity)*

Note: 13 CCR 2480 establishes requirements for limiting idling by school buses and other commercial motor vehicles in order to reduce exposure to diesel exhaust and other air contaminants as provided in **optional** item #3 below; see the accompanying administrative regulation.

ENVIRONMENTAL SAFETY (continued)

3. Reducing exposure to diesel exhaust and other air contaminants by limiting unnecessary idling of school buses and other commercial motor vehicles

(cf. 3540 – Transportation)

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

(cf. 3542 – School Bus Drivers)

Note: According to the EPA and the Centers for Disease Control and Prevention, exposure to lead, which may be particularly hazardous for young children, can occur through multiple means as described in **optional item #4** below and in the accompanying administrative regulation.

4. Minimizing exposure to lead in paint, soil, and drinking water

Note: Education Code 49410.5 requires districts to comply with EPA guidelines for inspection and management of asbestos-containing materials, as provided in **optional item #5** below and the accompanying administrative regulation. Naturally occurring asbestos may be found in rocks or soil and released into the air by routine human activities or weathering processes. According to the EPA, asbestos-containing materials and naturally occurring asbestos that are intact generally do not pose a health risk, but these materials may become hazardous if they are disturbed and thereby released into the air.

5. Inspecting facilities for naturally occurring asbestos and asbestos-containing building materials that pose a health hazard due to damage or deterioration and safely removing, encapsulating, enclosing, or repairing such materials

Note: 8 CCR 5194 requires that a written hazard communication program be developed and implemented by employers whose employees may have potential exposure to hazardous substances, as provided in **optional item #6** below; see BP/AR 3514.1 – Hazardous Substances for further information.

6. Ensuring the proper storage, use, and disposal of potentially hazardous substances

(cf. 3514.1 – Hazardous Substances)

(cf. 6161.3 – Toxic Art Supplies)

Note: Education Code 17608-17613 require the use of effective least toxic pest management practices for the management of pests at school sites, as provided in **optional item #7** below; see AR 3514.2 – Integrated Pest Management for further information.

7. Ensuring the use of effective least toxic pest management practices

(cf. 3514.2 – Integrated Pest Management)

Note: State and federal law (Health and Safety Code 113700-114437 and 42 USC 1758) establish sanitation and safety requirements for food services, as provided in **optional item #8** below; see BP/AR 3550 – Food Service/Child Nutrition Program and CSBA's fact sheet on Food Safety Requirements.

ENVIRONMENTAL SAFETY (continued)

8. ——— Instituting a food safety program for the storage, preparation, delivery, and service of school meals in order to reduce the risk of foodborne illnesses

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

Note: Health and Safety Code 116277, as added by AB 746 (Ch. 746, Statutes of 2017), requires a community water system serving a school to test for lead in the potable water system of the school and, if the school's lead level exceeds a defined level, the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal law and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277." For more information in regard to lead exposure and remediation, see the accompanying administrative regulation.

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, **water boards**, and other community organizations.

(cf. 1020 - Youth Services)

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmentally **safe and healthy** at the schools.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

(cf. 5141.6 - School Health Services)

Legal Reference: (see next page)

ENVIRONMENTAL SAFETY (continued)*Legal Reference:*EDUCATION CODE

17002 Definition of "good repair"

17070.75 Facilities inspection

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-~~17613~~ **17614** Healthy Schools Act of 2000, least toxic pest management practices

32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000, least toxic pest management practices

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

HEALTH AND SAFETY CODE

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

116277 Lead testing of potable water at schools and requirements to remedyCODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 8

337-339 Hazardous substances list

340-340.2 Occupational safety and health, rights of employees

1528-~~1533~~ **1537** Construction safety orders; exposure to hazards

5139-5223 Control of hazardous substances

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

2480 Vehicle idling

CODE OF REGULATIONS, TITLE 17

35001-36100 Lead abatement services

CODE OF REGULATIONS, TITLE 22

64670-64679 Lead and copper in drinking water

CODE OF REGULATIONS, TITLE 24**915.1-915.7 California Building Standards Code; carbon monoxide devices**UNITED STATES CODE, TITLE 7

136-136y Use of pesticides

UNITED STATES CODE, TITLE 15

2601-2629 Control of toxic substances

2641-2656 Asbestos Hazard Emergency Response Act

UNITED STATES CODE, TITLE 42

1758 Food safety and inspections

CODE OF FEDERAL REGULATIONS, TITLE 40

141.1-141.723 Drinking water standards

745.61-745.339 Lead-based paint standards

763.80-763.99 Asbestos-containing materials in schools

763.120-763.123 Asbestos worker protections

Management Resources: (see next page)

ENVIRONMENTAL SAFETY (continued)*Management Resources:*CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Site Selection and Approval Guide, 2000

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CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care Facilities, April 1998

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY: AIR RESOURCES BOARD PUBLICATIONS

Facts about Truck and Bus Regulation School Bus Provisions, rev. March 22, 2011

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Frequently Asked Questions about Lead Testing of Drinking Water in California Schools; Updated for Assembly Bill 746/Health and Safety Code 116277, December 15, 2017

DIVISION OF THE STATE ARCHITECT PUBLICATIONS

K-12 Occupancy Classification and Load Factors, IR A-26, rev. April 18, 2012

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon, 2016

Healthy School Environments Assessment Tool, rev. 2015

Indoor Air Quality Tools for Schools, rev. 2007-2009

Healthy School Environments Assessment Tool, 2007

Mold Remediation in Schools and Commercial Buildings, September 2008

The ABCs of Asbestos in Schools, rev. August 2003

Mold Remediation in Schools and Commercial Buildings, March 2001

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide, 1996

WEB SITES

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

AirNow: <http://www.airnow.gov>

American Association of School Administrators: <http://www.aasa.org>

California Air Resources Board: <http://www.arb.ca.gov>

California Building Standards: <http://www.bsc.ca.gov/codes.aspx>

California Department of Education, Health and Safety: <http://www.cde.ca.gov/ls/fa/hs>

California Department of Pesticide Regulation: <http://www.cdpr.ca.gov>

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

California State Water Resources Control Board: <https://www.waterboards.ca.gov>

California Indoor Air Quality Program: <http://www.cal-iaq.org>

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

Consumer Product Safety Commission: <http://www.cpsc.gov>

National Center for Environmental Health: <http://www.cdc.gov/nceh>

Occupational Safety and Health Administration: <http://www.osha.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3514(a)

ENVIRONMENTAL SAFETY

Note: The following **optional** administrative regulation may be revised to reflect district practice.

The following paragraph may be revised to reflect the job position(s) designated to coordinate the district's environmental safety programs.

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
~~*(cf. 5030 - Student Wellness)*~~
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

Note: The following **optional** section ~~addresses strategies for maintaining healthy indoor air quality and~~ may be revised to reflect district practice. For further information, see the U.S. Environmental Protection Agency's (EPA) Indoor Air Quality Tools for Schools and CSBA's policy briefs on Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments and Asthma Management in the Schools.

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

ENVIRONMENTAL SAFETY (continued)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites. **(Education Code 17608-17614; Food and Agriculture Code 13182)**

(cf. 3514.2 - Integrated Pest Management)

~~Note: Pursuant to Education Code 32080-32081, as added by AB 56 (Ch. 475, Statutes of 2013), the California Building Code scheduled to be adopted in 2016 and effective January 1, 2017 must require carbon monoxide devices to be installed in school buildings constructed after that date which contain a fossil fuel burning furnace. School buildings built prior to that date are encouraged, but not required, to install carbon monoxide devices.~~

5. ~~In any new school construction, and in all existing schools when feasible, the Superintendent or designee shall install a carbon monoxide detector or alarm in all school buildings that contain a each school building that contains a fossil fuel-burning appliance, fireplace, or forced-air furnace. The device or alarm shall be placed located in close proximity to the furnace appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)~~
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair **duties activities** that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.

ENVIRONMENTAL SAFETY (continued)

8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

(cf. 6161.3 - Toxic Art Supplies)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

Note: The following **optional** section may be revised to reflect district practice. Forecasts of ozone levels and particle pollution are available through the federal AirNow web site and may be printed in local newspapers. The district may monitor ultraviolet radiation levels through the EPA's UV Index web site; see BP 5141.7 - Sun Safety **and CSBA's policy brief on Sun Safety in Schools.**

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, **and/or** ultraviolet radiation levels, **and/or temperature and humidity.**

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

ENVIRONMENTAL SAFETY (continued)

Vehicle Emissions

Note: 13 CCR 2480 prohibits idling of school buses, student activity buses, and other commercial motor vehicles within 100 feet of a school except under specified conditions; see AR 3542 - School Bus Drivers for additional language reflecting these requirements.

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. **The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.**

(cf. 3540 - Transportation)

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

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Note: Pursuant to 13 CCR 2025, any district that owns, operates, leases, or rents a diesel-fueled, **dual-fueled, or alternative diesel-fueled** school bus with a gross vehicle weight rating over 14,000 pounds that was manufactured on or after April 1, 1977 is required to **have** installed a particulate filter in the bus that reduces diesel particulate matter emissions by 85 percent. **The district must ensure that 100 percent of its fleet complies with this requirement by January 1, 2014.** —An exception exists for any school bus that operates fewer than 1,000 miles per year. **In the event that the filter cannot be installed (i.e., if doing so would void the engine warranty, if no appropriate filter is commercially available, or if the manufacturer or installer does not deem the filter to be technologically feasible for the school bus), the district may receive an extension until January 1, 2018 by providing specified information to the Air Resources Board each year.** Any school bus manufactured before April 1, 1977 **must should already** be retired.

Any diesel-fueled, **dual-fueled, or alternative diesel-fueled** school bus with a gross vehicle weight rating over 14,000 pounds **manufactured on or after April 1, 1977** shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water

Note: The following **optional** section addresses the quality of tap water available in schools. See AR 3550 - Food Service/Child Nutrition Program for information about requirements to make fresh drinking water available during mealtimes.

The quality and safety of the district's drinking water sources shall be regularly assessed, **and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.**

Whenever **levels of arsenic, bacteria, or other any** contaminants in the drinking water are determined to be a concern, the Superintendent or designee **shall take reasonable steps to**

ENVIRONMENTAL SAFETY (continued)

identify the source and mitigate the concern to ensure the availability of safe drinking water may recommend basic filtration or pipe flushing when feasible. Until drinking water is assured to be safe **As needed,** the Superintendent or designee **may explore shall provide** alternatives **sources of drinking water,** such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day. **As needed,** he/she also may encourage appropriate governmental agencies to conduct regular testing of the water quality in district schools and to implement strategies to improve water quality in the community.

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

Drinking fountains in district schools shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Note: State and federal law require public water systems, including any schools and child care facilities that are nontransient noncommunity water systems as defined in 40 CFR 141.2, to regularly test water samples for lead. Pursuant to the standards established in 40 CFR 141.80 and 22 CCR 64678, the district may need to take action whenever notified by the public water system, or by its own testing, that lead concentrations exceed .015 milligrams per liter. Health and Safety Code 116277, as added by AB 746 (Ch. 746, Statutes of 2017), requires a community water system serving a school constructed before January 1, 2010 to test for lead in the potable water system of the school. If the school's lead level exceeds 15 parts per billion (equivalent to .015 milligrams per liter), the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277." Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal law and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91, and may revise the following paragraph to reflect applicable requirements.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277)

Lead Exposure

Note: The following **optional** section reflects recommendations of the EPA. For further information, the district may contact its city or county lead poisoning prevention program.

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

ENVIRONMENTAL SAFETY (continued)

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.

Note: 17 CCR 35001-36100 contain state standards for lead abatement services. In addition, 40 CFR 745.61-745.339 extend federal standards for renovations involving lead-based paint to child-occupied facilities, which include preschools and elementary schools.

3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with **high low** lead content may be covered with grass, other plantings, concrete, or asphalt. **For soil with high lead content, removal and abatement are required.**
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Mercury Exposure

Note: The following **optional** section may be revised to reflect district practice. Mercury may exist in schools in thermometers, barometers, switches, thermostats, flowmeters, lamps, and other sources. Although devices containing mercury are considered safe as long as the mercury is sealed, if a device is broken and mercury spills, the health of students and staff may be endangered.

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

ENVIRONMENTAL SAFETY (continued)

Note: The EPA's web site contains detailed procedures for cleaning up a small mercury spill, actions that should never be taken in the event of a spill, and items that should be assembled in a mercury spill kit.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

Note: **The following section is optional.** Education Code 49410-49410.7 and the federal Asbestos Hazard Emergency Response Act (AHERA) (15 USC 2641-2656; 40 CFR 763.80-763.99) contain requirements for asbestos inspection and abatement which are applicable to school districts. For further information, consult the local air quality management district or air pollution control district.

40 CFR 763.84 requires the district to designate a person who will be responsible for ensuring that federal and state requirements are properly implemented. According to the EPA, this designated person is not required to be a licensed asbestos consultant, but the district must verify that he/she has received proper training. The specific knowledge that the designated person must have is described in the EPA's publication How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide. The following section may be revised to reflect the position designated to fulfill this responsibility, who may be the same person designated above to coordinate all of the district's environmental safety programs.

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; **asbestos management programs**; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

ENVIRONMENTAL SAFETY (continued)

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:
 - a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, **763.93**)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal

ENVIRONMENTAL SAFETY (continued)

regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work, **preparation of a management plan**, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3514.1(a)

HAZARDOUS SUBSTANCES

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to **any** potentially hazardous substances **that may be** used in the district's educational program and in the maintenance and operation of district facilities and equipment.

(cf. 3514 - Environmental Safety)

*(cf. 4119.42/4219.42/~~4219.42~~**4319.42** - Exposure Control Plan for Bloodborne Pathogens)*

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

(cf. ~~6161.3~~ - Toxic Art Supplies)

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

(cf. 3510 - Green School Operations)

(cf. 3514.2 - Integrated Pest Management)

Note: Pursuant to Education Code 49401.5, districts may request consultation services from the Department of Industrial Relations, Division of Occupational Safety and Health, to ensure that hazardous materials are being used and stored safely in schools. See the accompanying administrative regulation for legal requirements related to storage and disposal of hazardous substances.

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

Note: **8 CCR 5194 requires that employers develop and implement a written hazard communication program to inform and train employees who may be exposed to hazardous substances. See the accompanying administrative regulation for required program components. The following paragraph also requires communication with students and others as necessary and may be revised to reflect district practice.**

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

(cf. 1240 - Volunteer Assistance)

HAZARDOUS SUBSTANCES (continued)

Note: The following paragraph is for use by districts that offer science laboratory classes, at any grade level, that expose employees to hazardous substances. Pursuant to 8 CCR 5191, any employer that maintains a workplace where there is laboratory use of hazardous chemicals (i.e., where relatively small quantities of hazardous chemicals are used but not produced) is required to have a written chemical hygiene plan to protect employees. See the accompanying administrative regulation for required program components.

In addition, Education Code 49340-49341 encourage educational efforts to increase awareness of students and staff dealing with hazardous materials in school laboratories in order to minimize injuries, loss of property, and classroom disruptions. For further information about safe handling of potentially hazardous substances in science laboratory classes, see the California Department of Education's Science Safety Handbook for California Public Schools.

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 - Science Instruction)

Note: The following paragraph may be revised to reflect the grade levels offered by the district. Education Code 32064 prohibits the use of arts and crafts materials containing toxic substances in grades K-6, and requires that any materials with toxic substances used in grades 7-12 meet specified labeling standards that inform users of the long-term health risks and provide instructions for safe use. For additional information and a list of materials prohibited in grades K-6, see the California Office of Environmental Health Hazard Assessment publication Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use.

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Legal Reference: (see next page)

HAZARDOUS SUBSTANCES (continued)*Legal Reference:*EDUCATION CODE**32060-32066 Toxic art supplies in schools**

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

108100-108515 California Hazardous Substances ActLABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Science Safety Handbook for California Public Schools, 2012***CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT PUBLICATIONS****Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016**WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://cde.ca.gov>**California Office of Environmental Health Hazard Assessment: <http://www.oehha.ca.gov>**Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3516(a)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Note: 5 CCR 560 mandates that the **Governing** Board adopt policy for use by district schools in formulating individual civil defense and disaster preparedness plans.

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. **The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.**

Note: Education Code 32282 requires that emergency **disaster** procedures, **including, but not limited to, earthquake emergency procedures**, be incorporated into the comprehensive school safety plan. ~~including earthquake emergency procedures (see AR 3516.3 - Earthquake Emergency Procedure System and See BP/AR 0450 - Comprehensive Safety Plan). See BP/AR 0450 - Comprehensive Safety Plan and AR 3516.3 - Earthquake Emergency Procedure System.~~ For districts with an average daily attendance (ADA) over 2,500, the comprehensive safety plan is a school-level plan developed by the school site council or school safety planning committee. Districts with an ADA of 2,500 or less may instead choose to develop a districtwide plan. The following paragraph may be revised to reflect district practice and the individuals or groups responsible for developing the disaster preparedness plan.

The **Superintendent or designee** shall develop and maintain a disaster preparedness plan which **details provisions for handling emergencies and disasters contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. and which**Such procedures shall be ~~included in~~ **incorporated into** the ~~district's~~ comprehensive school safety plan. (Education Code 32282)

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

Note: The **following optional paragraph reflects a recommendation from the U.S. Department of Education's** has published **Practical Information on Crisis Planning Guide for Developing High-Quality School Emergency Operations Plans**, which is available on its web site, and may be revised to reflect **district practice**.to provide guidance for schools in developing crisis plans. This document recommends that districts work with city and county emergency planners to help integrate resources and that school staff participate in local emergency planning so that the district perspective is addressed by the local government. In addition, as part of the **Pandemic Influenza Planning Checklist**, the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that local public health administrators be involved in the district's planning process.

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

In developing the ~~district and school emergency disaster preparedness plans~~, the Superintendent or designee shall ~~collaborate with~~ **involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with city and county emergency responders, including local public health administrators, law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.**

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3513.3 - District Police/Security Department)

Note: ~~Government Code 8607 and 19 CCR 2400-2450 created the Standardized Emergency Management System (SEMS). While SEMS must still be used to coordinate emergency operations, by 2006, pursuant to an Executive Order signed by the Governor, each local agency must integrate the National Incident Management System (NIMS) with the SEMS. Districts should work with their local emergency management agency to assist with this integration.~~In order to be eligible for reimbursement of response-related personnel costs due to a Governor-proclaimed disaster, each district must follow the **Standardized Emergency Management System (SEMS) guidelines (Government Code 8607; 19 CCR 2400-2450)** to coordinate multiple-jurisdiction or multiple-agency operations. The guidelines urge districts to formally adopt policy language giving clear direction to staff to meet SEMS requirements. Districts may contact the California Governor's Office of Emergency Services (**Cal OES**) for more information.

In addition, public agencies must comply with the National Incident Management System (NIMS). See the Federal Emergency Management Agency's publication National Incident Management System. In accordance with the State of California Emergency Plan, Cal OES is the principal coordinator for NIMS implementation statewide and will annually communicate, monitor, and implement NIMS requirements in cooperation with state and local agencies.

~~The Superintendent or designee~~ **The plan shall use comply with** state-approved Standardized Emergency Management System (SEMS) guidelines **established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.** and the National Incident Command System ~~when updating district and site-level emergency and disaster preparedness plans~~

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

Note: Pursuant to Education Code 32282, requires that emergency procedures be incorporated into the comprehensive school safety plan, including a procedure to allow the use of school facilities for mass care and welfare shelters during disasters or other emergencies **must be incorporated into the comprehensive school safety plan**. See AR 0450 - Comprehensive Safety Plan.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services **they the district may** deem necessary to meet the community's needs. (Education Code 32282)

(cf. 1330 - Use of School Facilities)

Note: Pursuant to Government Code 3100, all public employees are declared to be disaster service workers. As such, in the event that a local or state emergency has been proclaimed or a federal disaster declaration has been made, district staff may be directed to perform jobs other than their usual duties for periods of time exceeding their normal working hours. In those cases, their workers' compensation insurance coverage becomes the responsibility of Cal OES, but their overtime is paid by the district. For further information, see the Cal OES publication **School Emergency Response: Using SEMS at Districts and Sites**.

Government Code 3100-3109 require all disaster service workers to take the oath or affirmation of allegiance to the U.S. Constitution contained in the California Constitution, Article 20, Section 3; see AR/E 4112.3/4212.3/4312.3 - Oath or Affirmation. Although Board members are required to take the same oath upon entering office (see BB 9224 - Oath or Affirmation), **they are not considered disaster service workers according to the definition in Government Code 3101.**

School District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

Legal Reference: (see next page)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)*Legal Reference:*EDUCATION CODE

32001 Fire alarms and drills

32040 Duty to equip school with first aid kit

32280-32289 School safety plans

32290 Safety devices

39834 Operating overloaded bus

46390-46392 Emergency average daily attendance in case of disaster

49505 Natural disaster; meals for homeless students; reimbursement

CIVIL CODE**1714.5 Release from liability for disaster service workers and shelters**GOVERNMENT CODE3100-3109 Public employees as disaster service workers; **oath or affirmation**

8607 Standardized emergency management system

CALIFORNIA CONSTITUTION**Article 20, Section 3 Oath or affirmation**CODE OF REGULATIONS, TITLE 5

550 Fire drills

560 Civil defense and disaster preparedness plans

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized emergency management system

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

*Management Resources:*CSBA PUBLICATIONSAvian Influenza, Governance and Policy Services Fact Sheet, April 2006911! A Manual for Schools and the Media During a Campus Crisis, 2001CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCrisis Response Box, 2000CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONSActive Shooter Awareness Guidance, February 2018State of California Emergency Plan, 2017School Emergency Response: Using SEMS at Districts and Sites, June 1998CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONSPandemic Influenza Planning Checklist, 2006CONTRA COSTA COUNTY OFFICE OF EDUCATIONPandemic Flu School Action Kit, June 2006FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONSNational Incident Management System, 3rd ed., October 2017U.S. DEPARTMENT OF EDUCATION PUBLICATIONSGuide for Developing High-Quality School Emergency Operations Plans, 2013Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003*Management Resources continued: (see next page)*

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

Management Resources: (continued)

WEB SITES

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

American Red Cross: <http://www.redcross.org>

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

California Department of Education, Crisis Preparedness: <http://www.cde.ca.gov/ls/ss/cp>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

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

~~Contra Costa County Office of Education, Pandemic influenza resources:~~

~~http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit~~

Federal Emergency Management Agency: <http://www.fema.gov>

U.S. Department of Education, Emergency Planning:

http://www2.ed.gov/admins/lead/safety/emergencyplan_crisisplanning.html

U.S. Department of Homeland Security: <http://www.dhs.gov>

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3516(a)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Components of the Plan

Note: The following administrative regulation should be modified to reflect district practice.

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff

(cf. 3516.1 - Fire Drills and Fires)

2. Earthquake, flood, or other natural disasters

(cf. 3516.3 - Earthquake Emergency Procedure System)

3. Environmental hazards, such as leakages or spills of hazardous materials

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

4. Attack or disturbance, or threat of attack or disturbance, by an individual or group

(cf. 3515 - Campus Security)

(cf. 3515.2 - Disruptions)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.4 - Student Disturbances)

5. Bomb threat or actual detonation

(cf. 3516.2 - Bomb Threats)

6. Biological, radiological, chemical, and other activities, or heightened warning of such activities

Note: As part of its Pandemic Influenza Planning Checklist, the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that a district's emergency and disaster preparedness plan include procedures for dealing with medical emergencies, such as a pandemic flu outbreak.

7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

(cf. 5141.22 - Infectious Diseases)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, **and** identification of risks, **and implementation of strategies and measures to increase the safety and security of school facilities**

(cf. 3513.3 - District Police/Security Department)

(cf. 3515 - Campus Security)

(cf. 3517 - Facilities Inspection)

(cf. 3530 - Risk Management/Insurance)

2. Instruction ~~and practice~~ for **district staff and** students ~~and employees~~ regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during **the an** emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid
4. Personal safety and security, including:

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

- a. Identification of areas of responsibility for **the** supervision of students
- b. Procedures for **the** evacuation of students and staff, including posting of evacuation routes
- c. Procedures for **the** release of students, including a procedure to release students when reference to the emergency card is not feasible

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

Note: Although loading a school bus in excess of capacity is generally prohibited, Education Code 39834 allows the **Governing** Board to adopt a policy or rule permitting such overloading for the evacuation of students in case of an emergency, as provided in the following paragraph.

- d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

(cf. 3543 - Transportation Safety and Emergencies)

- e. Provision of a first aid kit to each classroom
- f. Arrangements for students and staff with special needs

(cf. 4032 - Reasonable Accommodation)

(cf. 6159 - Individualized Education Program)

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

- g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

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

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

- 5. Closure of schools, including an analysis of:
 - a. The impact on student learning and methods to ensure continuity of instruction
 - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)*(cf. 3516.5 - Emergency Schedules)*

6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
 - a. Identification of spokesperson(s)

(cf. 1112 - Media Relations)

- b. Development and testing of communication platforms, such as hotlines, telephone trees, ~~and~~ web sites, **social media, and electronic notifications**

*(cf. 1113 - District and School Web Sites)****(cf. 1114 - District-Sponsored Social Media)***

- c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
 - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
7. Cooperation with other state and local agencies, including:
 - a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department ~~to~~ **of** a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

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

8. Steps to be taken after the disaster or emergency, including:
 - a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed

(cf. 6164.2 - Guidance/Counseling Services)

Note: The following optional paragraph reflects a recommendation of the California Office of the Attorney General and the California Department of Education (CDE) in their joint publication Crisis Response Box, which is available on the CDE's web site.

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.


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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3541(a)

TRANSPORTATION ROUTES AND SERVICES

Note: The following administrative regulation is for use by districts that choose to provide transportation services for students to and from school, either through their own transportation system, contracting out, or other methods, as authorized by Education Code 39800.

Routes and Bus Stops

The Superintendent or designee shall design transportation routes and stops **within district boundaries that** to promote **the student safety, of students and** maximum efficiency in the use of buses, **and decreased traffic in and around the schools.**

(cf. 3510 - Green School Operations)

(cf. 3514 - Environmental Safety)

(cf. 3540 - Transportation)

Note: 5 CCR 15241 establishes minimum transportation distances for determining district reimbursement for transportation expenses. These distances are measured from the point the student boards the bus at the regular stop to the school by the shortest traveled road.

The numbers listed below reflect reimbursement minimums pursuant to 5 CCR 15241. Districts should revise the following **section list** to reflect appropriate grades and applicable distances.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

1. For elementary school students:
Grades K-3: three-fourths mile
Grades 4-8: one mile
2. For students attending a three-year junior high school:
Grades 7-9: one mile
3. For students attending a four-year high school:
Grades 9-12: two miles

The Superintendent or designee may authorize transportation **within the walking distance below these limits** when safety problems or hazards exist.

(cf. 5142.2 - Safe Routes to School)

TRANSPORTATION ROUTES AND SERVICES (continued)

Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict attendance)

Note: The following optional paragraph should be modified to reflect district practice.

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules, and stops, and/or shall He/she may also arrange for local media to publish such information.

(cf. 1112 - Media Relations)

Transportation Services

Note: Items #1-10 below should be revised to reflect services provided or contracted for by the district.

With the Governing Board's authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)

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

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)

Note: Education Code 39837.5, as amended by AB 1453 (Ch. 173, Statutes of 2017), authorizes districts to provide for the transportation of adult volunteers to and from educational activities.

4. District employees, and parents/guardians, and adult volunteers traveling to and from educational activities authorized by the district (Education Code 39837.5)
5. Preschool or nursery school students (Education Code 39800)

(cf. 5148.3 - Preschool/Early Childhood Education)

6. Students traveling to full-time occupational classes provided by a Regional Occupational center or Program or Center (Education Code 39807.5, 41850)

TRANSPORTATION ROUTES AND SERVICES (continued)***(cf. 6178.2 - Regional Occupation Center/Program)***

7. Students traveling to and from their places of employment during the summer in connection with a summer employment program for youth (Education Code 39837)
8. Matriculated or enrolled adults traveling to and from school, or adults for educational purposes other than to and from school (Education Code 39801.5)

(cf. 6200 - Adult Education)

9. Private school students, **upon the same terms**, in the same manner, and on the same routes provided for district students (Education Code 39808)
10. Nonschool purposes as allowed by law, such as:
 - a. Community recreation (Education Code 39835)
 - b. Public transportation (Education Code 39841)

Note: Item #10c is for use only by districts that normally transport to and from school, students residing on property belonging to a federal, state or local agency, have entered into a contract with a federal, state, or local agency pursuant to Education Code 39840 to grant the use of a school bus to transport employees of that agency to and from their places of employment, provided that the district already provides transportation to and from school for students residing on the government agency's property, public transportation is not reasonably available to the agency's employees, and the transportation of agency employees does not interfere with the district's use of school buses for school transportation purposes.

- c. Transportation of government employees to and from their places of employment (Education Code 39840)

Students who attend a school outside of their **school** attendance area or district boundaries may be eligible for transportation services in accordance with Board **district** policy.

(cf. 5116.1 - Intradistrict Open Enrollment)***(cf. 5117 - Interdistrict Attendance)***

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education programs **or Section 504 plan**. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, **300.17, 300.34**)

(cf. 3541.2 - Transportation for Students with Disabilities)***(cf. 6159 - Individualized Education Program)******(cf. 6164.6 - Identification and Education under Section 504)***

TRANSPORTATION ROUTES AND SERVICES (continued)

Note: The McKinney-Vento Homeless Assistance Act (42 USC 11432) mandates that the district adopt policies and practices to ensure that transportation is provided to homeless **children students** who have moved, but have decided to continue to attend their school of origin. See BP/AR 6173 - Education for Homeless Children for language implementing this mandate.

The Superintendent or designee shall provide transportation to homeless **children students** in accordance with law, Board policy, and administrative regulation. **When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)**

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)

(cf. 6173.1 - Education for Foster Youth)

Legal Reference: (see next page)

TRANSPORTATION ROUTES AND SERVICES (continued)*Legal Reference:*EDUCATION CODE

10900.5 Use of school buses for community recreation

35330 Excursions and field trips

35350 Authority to transport pupils

39800-39809.5 Transportation, general provisions, especially:

39800 Powers of governing board to provide transportation to and from school

39801.5 Transportation for adults

39808 Transportation for private school students

39830-~~39842~~ **39843** School buses, especially:

39835 Use of school buses for community recreation

39837 Transportation to summer employment program

39837.5 Transportation of employees, **and** parents/guardians, **and adult volunteers** to school activities

39860 Transportation to school activities

41850-41856 Allowances for transportation

41860-41863 Supplementary allowances for transportation

48853.5 Educational placement of students residing in licensed children's institutionsCODE OF REGULATIONS, TITLE 515240-15244 Allowances for student transportation, **definitions**UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

6312 Transportation to maintain children in foster care in school of originUNITED STATES CODE, TITLE 42

11432 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

300.17 Free appropriate public education**300.34 Special education related services***Management Resources:***CSBA PUBLICATIONS****Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief, April 2014****WEB SITES**

California Department of Education, Office of School Transportation:

<http://www.cde.ca.gov/bus/index.html> <https://www.cde.ca.gov/ls/tu/or/assignment.asp>Pupil Transportation Safety Institute: <http://www.ptsi.org>

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Certificated Personnel

BP 4131(a)
BP 4231(a)
BP 4331(a)

STAFF DEVELOPMENT

Note: Staff development is not one of the enumerated items within the scope of collective bargaining pursuant to Government Code 3543.2. However, the Public Employment Relations Board (PERB) has found that some aspects of staff development may be negotiable if they are related to an enumerated subject of bargaining, such as working hours, wages, or other enumerated terms or conditions of employment. (United Faculty of Contra Costa Community College District v. Contra Costa Community College District) Because the terms "staff development" and "training" are not always clear, their negotiability, in the absence of agreement, may be determined by PERB on a case-by-case basis.

The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

Note: Education Code 52060-52077, as added by AB 97 (Ch. 47, Statutes of 2013), require districts to develop a local control and accountability plan (LCAP) which includes goals aligned with state and local priorities, specific actions aligned to meet those goals, and a budget aligned to fund those specific actions; see BP/AR 0460 - Local Control and Accountability Plan. The district's staff development program should be aligned with its priorities and goals as outlined in the LCAP and other applicable district and school plans.

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 0520.4 - Quality Education Investment Schools)

Note: Pursuant to Education Code 99242, the Math and Reading Professional Development program self-repealed on January 1, 2013. In addition, AB 97 (Ch. 47, Statutes of 2013) redirected funding for the Professional Development Block Grant (Education Code 41530-41533) into the local control funding formula. At their discretion, districts may design professional development opportunities to meet the purposes of these programs or other local needs. Items #1-11 below are **optional**.

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

STAFF DEVELOPMENT (continued)

1. Mastery of subject-matter knowledge, including current state and district academic standards

(cf. 6011 - Academic Standards)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.3 - Civic Education)
(cf. 6142.5 - Environmental Education)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills

3. Use of technologies to enhance instruction

(cf. 0440 - District Technology Plan)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English language learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students

(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 5147 - Dropout Prevention)
(cf. 5149 - At-Risk Students)
(cf. 6141.5 - Advanced Placement)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

STAFF DEVELOPMENT (continued)

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)

10. Knowledge of topics related to student health, safety, and welfare

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.5 - Sex Offender Notification)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.63 - Steroids)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

11. Knowledge of topics related to employee health, safety, and security

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 44277 encourages districts to establish professional growth programs that give individual teachers a wide range of options and significant roles in determining the course of their professional growth. Districts may assist teachers with preliminary credentials to meet the qualifications required for a professional clear credential,

STAFF DEVELOPMENT (continued)

and are required to provide staff development and support to teachers participating in internship programs (Education Code 44325-44328, 44450-44468, and 44830.3). In addition, 20 USC 6319 requires that the Title I local educational agency plan include professional development designed to enable teachers of core academic subjects to meet the requirements of the No Child Left Behind Act for "highly qualified" teachers; see BP/AR 4112.24 - Teacher Qualifications Under the No Child Left Behind Act.

The Superintendent or designee may, in conjunction with individual teachers and interns, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4131.1 - Beginning Teacher Support/Induction)

(cf. 4138 - Mentor Teachers)

The district's staff evaluation process may be used to recommend additional staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

STAFF DEVELOPMENT (continued)

Legal Reference:

EDUCATION CODE

41530-41533 Professional Development Block Grant
44032 Travel expense payment
44259.5 Standards for teacher preparation
44277 Professional growth programs for individual teachers
44325-44328 District interns
44450-44468 University internship program
44570-44578 Inservice training, secondary education
44580-44591 Inservice training, elementary teachers
44630-44643 Professional Development and Program Improvement Act of 1968
44700-44705 Classroom teacher instructional improvement program
45028 Salary schedule and exceptions
48980 Notification of parents/guardians: schedule of minimum days
56240-56245 Staff development; service to persons with disabilities
99200-99206 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

State Board of Education Guidelines and Criteria for Approval of Training Providers, March 2008

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

WEB SITES

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

California Department of Education, Professional Development: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmf.ucop.edu>

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

CSBA Sample Board Policy

All Personnel

BP 4158(a)

4258

EMPLOYEE SECURITY

4358

Note: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation are **optional** and may be revised to reflect district practice.

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing **them with** necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

Note: Code of Civil Procedure 527.8 allows **an employer the district** to seek a temporary restraining order and injunction on behalf of an employee against any other individual who has subjected the employee to unlawful violence or a credible threat of violence in the workplace. **Penal Code 601 makes it illegal for someone who has made such a threat to enter the threatened person's workplace within 30 days of the threat, seeking to locate that person without lawful purpose and in order to carry out the threat.** In *City of San Jose v. William Garbett*, a California Court of Appeal held that a court's issuance of a temporary restraining order and injunction against a person who had verbally threatened a city official was not a violation of that person's right to free speech and right of access to a public place.

In addition, Education Code 48905 provides that an employee who is injured or whose property is damaged by willful misconduct of a district student may request that the district pursue legal action against the student or his/her parent/guardian.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. **As appropriate,** ~~T~~the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

Note: Education Code 48905 provides that an employee who is injured or whose property is damaged by willful misconduct of a district student **under the conditions described below** may request that the district pursue legal action against the student, or his/her parent/guardian **pursuant to Education Code 48904. Education Code 48904 provides that a parent/guardian will be liable for damages caused by his/her minor child's willful misconduct resulting in injury to a district student, employee, or volunteer or damage to district or employee property. Also see BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. The district should consult legal counsel when considering whether to pursue legal action.**

In addition, the Superintendent or designee may initiate legal proceedings against any

EMPLOYEE SECURITY (continued)

individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises. The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees ~~are trained~~ receive training in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, **procedures for responding to an active shooter situation**, and crisis resolution.

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

The Superintendent or designee also shall ~~ensure that employees are informed~~ **inform teachers**, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Note: The following section is **optional** and may be revised to reflect district practice. Penal Code ~~12403.7~~ **22810** authorizes adults, with certain exceptions, to carry **an approved tear gas weapon such as pepper spray** for purposes of self-defense ~~an approved tear gas weapon in which the active ingredient is oleoresin capsicum, a peppery type substance which causes physical discomfort when discharged on a sensitive part of the body~~. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow **(Option 1)** or disallow with certain exceptions **(Option 2)** the possession of pepper spray

EMPLOYEE SECURITY (continued)

on school property or at school activities. **See the accompanying administrative regulation for related procedures.** Districts that prohibit employees from possessing pepper spray on school property or at school activities without exception should delete this section.

OPTION 1: Employees may possess pepper spray that meets the requirements of Penal Code 12403.7 on school property and at school activities for their own safety. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

OPTION 2: Employees ~~may~~ **shall** not carry or possess pepper spray on school property or at school activities, **except when authorized by.** ~~On a case-by-case basis, however,~~ the Superintendent or designee **for self-defense purposes.** ~~may allow an employee to possess pepper spray that meets the requirements of Penal Code 12403.7 when justified by unusual dangerous circumstances.~~ **When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810.** Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

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

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

Reporting of Injurious Objects

Note: The following **optional** section specifies actions to be taken in the event an employee becomes aware **that of** any person **who** is in possession of an injurious object, and is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the **authority jurisdiction** of school personnel ~~is immune from civil liability or discipline by the district~~ **cannot be subject to any civil or administrative proceeding, including disciplinary action, for such action.**

The Board requires employees to take immediate action upon being made aware that any person is in possession of **a weapon or an** unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and, ~~based upon this analysis,~~ shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

EMPLOYEE SECURITY (continued)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

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

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

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference: (see next page)

EMPLOYEE SECURITY (continued)

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion

49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240-246.3 Assault and battery, **including especially:**

241.3 Assault against school bus drivers

241.6 Assault on school employee **including** board member

243.3 Battery against school bus drivers

243.6 Battery against school employee **including** board member

245.5 Assault with deadly weapon; **against** school employee **including** board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626-626.11 School crimes

646.9 Stalking

12403.7 Weapons approved for self defense

22810 Purchase, possession, and use of tear gas

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

WEB SITES

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

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/lss/>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

All Personnel

AR 4158(a)

4258

EMPLOYEE SECURITY

4358

An employee may use reasonable and necessary force for ~~his/her~~ self-defense or defense of another person, ~~or protection of property;~~ to quell a disturbance threatening physical injury to others ~~or damage to property;~~ or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

Note: Pursuant to Education Code 44014, **it is the duty of an employee and his/her immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Failure to report such an attack, assault, or physical threat an employee or principal/supervisor's failure to report to law enforcement an assault, attack, or physical threat by a student is an infraction punishable by a fine of not more than \$1,000.** It is also an infraction for **any person, including a Governing Board member, or employee** to prevent the filing of the report or to impose any sanction against an employee for so doing.

Although the law only requires **employees to report attacks, assaults, or threats made by students,** the following paragraph requires **employees to report any attack, assault, or threat made against them by any other individual on school grounds.**

EmployeesAn employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against ~~them~~ **him/her** by a student, **or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response. When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.**

~~Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. (Education Code 44014)~~

~~In addition, employees shall promptly report to the principal or supervisor, and may report to law enforcement, any attack, assault, or threat made against them on school grounds by any other individual.~~

(cf. 3515.2 - Disruptions)

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

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

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3530 - Risk Management/Insurance)

EMPLOYEE SECURITY (continued)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

Note: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. School district officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

The Superintendent or designee shall inform the teacher(s) of each student who, **during the previous three school years**, has engaged in, or is reasonably suspected **of to have engaged in**, any act, **except** the possession or use of tobacco products, ~~during the previous three school years which could~~ **that would** constitute **a grounds** for suspension or expulsion **as specified in AR 5144.1 - Suspension and Expulsion/Due Process. under Education Code 48900, with the exception of the possession or use of tobacco products., or Education Code 48900.2, 48900.3, 48900.4, or 48900.7**. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 5125 - Student Records)

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

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee must inform the student's teacher(s) of the acts as specified below.

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended **from school** or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

Note: The following **optional** paragraph is for use by districts maintaining a district police or security department. Welfare and Institutions Code 828 specifies that information gathered by a law enforcement agency relating to a minor taken into custody may be disclosed to a school district police or security department. The following paragraph addresses ~~what~~ the **authority of the** district police department **to utilize may do with** such information as it pertains to certain offenses committed by students.

EMPLOYEE SECURITY (continued)

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

(cf. 3515.3 - District Police/Security Department)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institutions Code 827)

The principal shall disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. The principal **shall** also ~~may~~ inform any teacher or administrator **directly supervising or reporting on the student's behavior or progress whom** he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

Note: The following **optional** section describes procedures for maintaining confidentiality of student records and documenting the district's good faith effort to notify counselors or teachers about student offenses. Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine. This section may be modified to reflect district practice.

EMPLOYEE SECURITY (continued)

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification that one of his/her students has committed an offense that requires his/her review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee. **The staff member He/she shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.**

Use of Pepper Spray

Note: The following optional section **may be revised to reflect district practice.** is for use by districts that allow all or individual ~~any~~ employees to carry pepper spray on school property or at school activities; see the accompanying Board policy. Districts that prohibit all employees from possessing pepper spray on school property or at school activities should delete this section.

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray on school property or to a school-related activity shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. ~~Should~~ **The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.** ~~determines that the employee may not carry pepper spray, the employee shall receive a written statement of the reason for this determination.~~


~~Employees who possess pepper spray on school property shall be notified.~~ **When approving an employee's request, the Superintendent or designee shall inform the employee** of the following conditions:

1. The pepper spray shall be used only in self-defense.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

EMPLOYEE SECURITY (continued)

3. ~~Employees shall ensure that~~ The pepper spray ~~is~~ **must be** stored in a secure place and not ~~be~~ accessible to students or other individuals. ~~An employee who is negligent in the~~ **Negligent** storage of ~~the~~ pepper spray may ~~be~~ subject ~~the employee~~ to disciplinary action.


(11/00 3/11) 5/18

CSBA Sample Board Policy

Students

BP 5111(a)

ADMISSION

Note: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to a model policy developed by the California Attorney General, which prohibits the solicitation or collection of information regarding the immigration or citizenship status of students and their families, unless otherwise required by law. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on its web site. These requirements are addressed in the following policy and BP/AR 5111.1 - District Residency.

In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. For further discussion of these issues, see CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status. CSBA's legal guidance also includes a sample board resolution that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children **entering-seeking admission to** a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Note: The following optional paragraph may be revised to reflect district practice. Education Code 48354 requires the district to give priority for enrollment to students residing in the district, including students applying for intradistrict open enrollment, over students transferring from a school identified under the Open Enrollment Act (Education Code 48350-48361). Thus, †The district should align the application windows for various attendance options in a manner that will allow the district to meet legal requirements pertaining to admissions priorities. See BP/AR 5116.1 - Intradistrict Open Enrollment, AR 5117 - Interdistrict Attendance, and BP/AR 5118 - Open Enrollment Act Transfers for application windows applicable to those options.

~~When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not~~

ADMISSION (continued)

reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with **The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.**

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

Note: Education Code 49452.9, as amended by AB 2308 (Ch. 570, Statutes of 2016), extends beyond the 2017-18 school year the requirement **requires** that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing **an its own** informational item or **amending its existing forms, or by using a template or attaching a fact sheet to be using a flier** developed by the California Department of Education.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Note: Admission requirements include age criteria for grades K-1; see the accompanying administrative regulation. Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

ADMISSION (continued)

Note: In *Plyler v. Doe*, the U.S. Supreme Court ruled that, under the Fourteenth Amendment of the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, *Information on the Rights of All Children to Enroll in School*, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented.

Undocumented children in California not only have a right to attend school, but are mandated to do so under state compulsory education laws (Education Code 48200). Furthermore, every student has a right to attend school free from discrimination, harassment, violence, intimidation, and bullying; see BP 0410 - Nondiscrimination in District Programs and Activities and BP/AR 5145.3 - Nondiscrimination/Harassment.

Although districts may require proof of residency within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), they should not request are prohibited, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), from inquiring into the citizenship or immigration status of students and their families. Consequently, consistent with the Attorney General's model policy, districts may not request a student's or parent/guardian's green card, visas, passports, voter registration, or other documentation that would indicate citizenship status and could discourage undocumented children from enrolling in school. Also see BP/AR 5111.1 - District Residency.

In addition, pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program. Also see BP/AR 5125 - Student Records.

If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing such information to U.S. Immigration and Customs Enforcement, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.

The Superintendent or designee district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7), and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

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

(cf. 5145.13 - Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

ADMISSION (continued)

Note: The following optional paragraph is for use by districts that request the social security number of a student or his/her parent/guardian for enrollment purposes. 5 USC 552a Note provides that a district may not deny enrollment to a student if he/she or his/her parent/guardian chooses not to provide a social security number. Thus, while CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status recommends against requesting social security numbers, a district that chooses to do so must inform the enrolling student or parent/guardian that the disclosure is voluntary.

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7. Information regarding national origin (e.g., place of birth, date of entry into the United States, and date the student first attended school in the United States) may be collected only when required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English learners, but should not be collected during the admission process to avoid deterring initial school enrollment of immigrant students.

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

Note: The following paragraph is for use by districts that maintain grades K-1. In addition to the methods specified in Education Code 48002 for documenting a child's age for admittance to kindergarten or first grade, as listed in the accompanying administrative regulation, the Governing Board is authorized to prescribe alternative means for proof of a child's age. The following paragraph may be revised to reflect any such alternative means approved by the Board. The following paragraph also reflects the Attorney General's model policy, developed pursuant to Education Code 234.7, requiring that such alternative means be available to all persons regardless of immigration status, citizenship status, or national origin.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

Note: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432), and foster youth (Education Code 48853.5), and former juvenile court school students (Education Code 48645.5) regardless of their ability to provide the school with records normally

ADMISSION (continued)

required for enrollment; see BP/AR 6173 - Education for Homeless Children, and AR 6173.1 - Education for Foster Youth, and AR 6173.3 - Education for Juvenile Court School Students. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families.

The Superintendent or designee shall **immediately enroll** ensure that the enrollment of a homeless **student, or foster child youth, student who has had contact with the juvenile justice system, or** a child of a military family is **not delayed because regardless** of outstanding fees or fines owed to the ~~child's~~ **student's** last school, **lack of clothing normally required by the school, such as school uniforms, or for** his/her inability to produce previous academic, medical, or other records normally required for enrollment. **(Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)**

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

Note: Education Code 48645.5 prohibits the district from denying enrollment to a child solely for reason of his/her contact with the juvenile justice system as specified in the following paragraph. Also see AR 6173.3 - Education for Juvenile Court School Students. Pursuant to Education Code 48647, districts are strongly encouraged to work together with other agencies, including, but not limited to, the county office of education and the county probation department, to facilitate smooth transition of children from the juvenile court schools into regular schools.

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. **(Education Code 48645.5)**

(cf. 5119 - Students Expelled from Other Districts)

Legal Reference: (see next page)

ADMISSION (continued)

*Legal Reference:*EDUCATION CODE**234.7 Student protections relating to immigration and citizenship status**

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48645.5 Enrollment of former juvenile court school students

48850-48859 Educational placement of homeless and foster youth

48645.5 Enrollment of former juvenile court school students

49076 Access to records by persons without written consent or under judicial order

49076.7 Student records; data privacy; social security numbers

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-~~49704~~ **49703** Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources: (see next page)

ADMISSION (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

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

California Department of Education, **Health Care Coverage and Enrollment Assistance**:
<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

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

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CSBA Sample Administrative Regulation

Students

AR 5111(a)

ADMISSION

Note: The following **optional** administrative regulation is for use by districts offering grades K-1.

Age of Admittance to Kindergarten and First Grade

Note: Pursuant to Education Code 48200, a parent/guardian's obligation to enroll his/her child in school begins with the child's eligibility to be enrolled in first grade once he/she has his/her sixth birthday, as specified in Education Code 48010. However, a district that offers kindergarten is obligated to enroll a child in kindergarten at the beginning of the school year in which the child will have his/her fifth birthday, if his/her birthday is on or before September 1, pursuant to Education Code 48000.

At the beginning of each school year, the Superintendent or designee shall enroll any **otherwise**-eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Note: Pursuant to Education Code 48000, a district that offers kindergarten must, each year, offer transitional kindergarten (TK) to children who will have their fifth birthday between September 2 and December 2. See BP 6170.1 - Transitional Kindergarten for details of the program.

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

Note: The following paragraph is **optional**. Education Code 48000 authorizes the district, at its discretion, to allow enrollment into kindergarten during the school year on a case-by-case basis, under the conditions described below. According to the "Transitional Kindergarten FAQs" issued by the California Department of Education (CDE), enrollment into TK during the school year is also permitted on a case-by-case basis and under the same conditions. CDE information on "Kindergarten in California," available on its web site, cautions that any district utilizing this option must ensure that the child has turned age five or else may jeopardize its apportionments as auditors may impose fiscal sanctions. The CDE also cautions that the district may risk being challenged by parents/guardians if it bases early admission on test results, maturity of the child, or preschool records. The district might consider establishing a process for parents/guardians to challenge denial of early entry.

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in kindergarten or TK at any time during that school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

Note: Education Code 48000 requires the Governing Board to make a determination that the admittance is in the best interests of the child.

ADMISSION (continued)

1. The Governing Board determines that the admittance is in the best interests of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

(cf. 6151 - Class Size)

(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Note: Education Code 48002 specifies that the method of proof of age, ~~when admitting children to grades K-1~~ may include any appropriate means prescribed by the **Governing** Board. The following items reflect examples in Education Code 48002 and may be revised to reflect district practice.

Although Education Code 48002 includes a passport as a possible means for determining a child's age, the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), states that districts should not require documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. See the Office of the Attorney General's publication *Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues*.

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. **When none of the above documents is obtainable, an affidavit of the parent/guardian**

ADMISSION (continued)

5. Other means prescribed by the Board

~~When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)~~

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CSBA Sample Board Policy

Students

BP 5111.1(a)

DISTRICT RESIDENCY

Note: Education Code 48200 requires the district to provide an education to any student who resides within the district's attendance area. Education Code 48204, ~~as amended by AB 224 (Ch. 554, Statutes of 2015)~~, specifies additional circumstances under which students will be deemed to meet the residency requirements for school attendance, including, but not limited to, ~~through~~ parent/guardian employment within district boundaries under certain conditions and interdistrict transfers; see the accompanying administrative regulation.

If the Governing Board elects to authorize investigations to verify students' residency, it is **mandated** to adopt policy with specified components pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~. See sections "Investigation of Residency" and "Appeal of Enrollment Denial" below.

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

Note: In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented.

DISTRICT RESIDENCY (continued)

Consistent with this guidance, Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits districts from collecting information or documents regarding citizenship or immigration status of students or their family members. See the accompanying administrative regulation and guidance provided by the California Office of the Attorney General, Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on its web site. Thus, while the district may require proof that a student resides within the district (see accompanying administrative regulation for allowable evidence of residency), it should not request visas, passports, or other documentation that would discourage undocumented children from enrolling in school. Also see BP 5111 – Admission and CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status.

When establishing **a student's students'** residency for enrollment purposes, the Superintendent or designee shall not inquire into **a student's the** citizenship or immigration status **of students or their family members**.

(cf. 5145.13 - Response to Immigration Enforcement)

Note: When a district ~~chooses to grant residency status to students whose parent/guardian is employed~~ **authorizes residency status on the basis of the parent/guardian's employment** within district boundaries for at least 10 hours per school week (see section "Residency Based on Parent/Guardian Employment (Allen Bill Transfers)" in the accompanying administrative regulation), Education Code 48204 encourages the district to notify the parent/guardian in writing when admission is denied and to provide reasons for the denial. The following **optional** paragraph provides that written notice will be provided to parents/guardians whenever enrollment is denied on any basis related to residency and may be revised to reflect district practice.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

Note: The following section should be revised to reflect district practice. To conduct an investigation into the residency claim of a student as authorized by Education Code 48204.1, a district is **mandated**, pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~, to adopt a policy with specified components. The policy must (1) identify the circumstances under which the district may initiate an investigation, including, at a minimum, a requirement that the district is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency; (2) describe the investigatory methods that may be used, including whether the district may employ the services of a private investigator; (3) require staff to make reasonable efforts to determine whether the student resides in the district before hiring a private investigator (if allowed at all); (4) prohibit surreptitious photographing or video-recording of students who are being investigated; and (5) provide for an appeals process. The district should consult legal counsel if questions arise regarding the appropriateness of efforts to verify residency.

DISTRICT RESIDENCY (continued)

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

Note: If the district chooses to authorize investigations into the residency claim of a student as described in the section "Investigation of Residency" above, it is **mandated** pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~, to adopt a policy which provides for an appeals process. The timelines specified in the following section may be revised to reflect district practice.

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

DISTRICT RESIDENCY (continued)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

Note: The district may select and/or revise either of the following options to indicate who will be responsible for making the final decision regarding the student's residency claim. Option 1 is for use by districts that assign a district employee other than the Superintendent to make the initial residency determination, and provides that the Superintendent will make the final decision following the appeals process. Option 2 is for use by districts in which the Superintendent is responsible for the initial residency determination, and provides that the decision may be appealed to the **Governing** Board.

OPTION 1: In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

OPTION 2: In an appeal of the Superintendent's determination that district residency requirements were not met, the Board shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision at its next regularly scheduled meeting following the parent/guardian's request for the appeal. The Board's decision shall be final.

Enrollment Not Requiring District Residency

Note: The following **optional** paragraph is for use by any district maintaining grades 9-12 that (1) has petitioned for certification from the U.S. Department of Homeland Security's Student and Exchange Visitor Program to enroll a nonimmigrant foreign student who is in the United States on an F-1 visa and/or (2) admits high school students from other countries through an international exchange program under the sponsorship of a government-approved agency. For further information about enrollment of nonresident foreign students, see AR 5111.2 - Nonresident Foreign Students, BP/AR 6145.6 - International Exchange, and CSBA's Legal Guidance Regarding International Student Exchange Placement Organizations.

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)

(cf. 6145.6 - International Exchange)

Note: The following **optional** paragraph is for use by any district adjacent to another state or foreign country from which students may commute to the district and should be revised to reflect district circumstances. Pursuant to Education Code 48050 and 48052, any district that admits such students must be reimbursed by the parents/guardians of the students or by the district of residence for the total cost of educating the student and may not include such students in computing average daily attendance for the purpose of obtaining apportionment of state funds.

DISTRICT RESIDENCY (continued)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

*Legal Reference:*EDUCATION CODE

220 Prohibition of discrimination

234.7 Student protections relating to immigration and citizenship status

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1 ~~48204.2~~ **48204.4** Evidence of residency

48300-~~48316~~ **48317** Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act transfers

48645.5 Former juvenile court school students, enrollment

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 8

1229c Immigration and Nationality Act

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

***Plyler v. Doe*, 457 U.S. 202 (1982)**

Management Resources: (see next page)

DISTRICT RESIDENCY (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

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Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

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

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CSBA Sample Administrative Regulation

Students

AR 5111.1(a)

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

Note: State law provides a number of options under which a student may attend school in a district other than the district where he/she resides. For instance, a student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state subject to certain conditions, pursuant to Education Code 48350-48361; see BP/AR 5118 - Open Enrollment Act Transfer. If the district chooses to enter into an interdistrict attendance agreement pursuant to Education Code 46600-46611, a student may request a permit to attend school in a different district when both the district of residence and the district of proposed attendance have agreed to allow interdistrict attendance. If the Governing Board has declared the district to be a "school district of choice" pursuant to Education Code 48300-~~48316~~ 48317, the district may accept a specific number of interdistrict transfers into the district through a random, unbiased selection process. See BP/AR 5117 - Interdistrict Attendance for further information about these options. Pursuant to Education Code 48204, 48301, and 48356, students admitted under any of these options are deemed to have met district residency requirements. The district may revise item #3 as appropriate to reflect options provided by the district.

3. The student is admitted through an interdistrict attendance option, ~~such as an interdistrict attendance agreement, "school district of choice" transfer, or Open Enrollment Act transfer.~~ (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

DISTRICT RESIDENCY (continued)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

Note: Pursuant to Education Code 48204.3, as added by SB 1455 (Ch. 312, Statutes of 2016), amended by SB 455 (Ch. 239, Statutes of 2017), a student will be deemed to meet district residency requirements if his/her parent/guardian is transferred or is pending transfer to a military installation (i.e., a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense or the U.S. Coast Guard) within **district boundaries the state**.

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within **district boundaries the state**. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

Note: Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), provides that a student complies with residency requirements if his/her parent/guardian was a resident of California and departed against his/her will, as defined. See the section "Proof of Residency" below for information about the documentation required to be submitted to the district under such circumstances. The district may not require any fee or charge for the enrollment of such students in a district school.

10. **The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)**

(cf. 5145.13 - Response to Immigration Enforcement)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

Note: The following section is **optional**. Education Code 48204 permits, but does not require, districts to admit a student whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week (so-called "Allen bill transfers"). If the district chooses to grant residency status to such students, it may nevertheless deny enrollment to students under the circumstances identified in items #1-3 below. **AB 2537 (Ch. 106, Statutes of 2016) amended Education Code 48204 to indefinitely extend the district's authority to grant residency under these circumstances.**

DISTRICT RESIDENCY (continued)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Note: The following paragraph is **optional**. In 84 Ops.Cal.Atty.Gen. 198 (2001), the Attorney General opined that overcrowding is not an "arbitrary consideration" within the meaning of Education Code 48204. Therefore, a district may deny an application when the district's school facilities are overcrowded at the relevant grade level. The Attorney General also clarified that, once a student is admitted, he/she must be allowed to continue to attend school in the district through the highest grade level offered by the district, even if the school subsequently becomes overcrowded at the relevant grade level. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

Note: Education Code 48204 prescribes limits on the number of net Allen bill transfers out of the district (the difference between the number of students entering and exiting the district) **that a district may allow** each fiscal year, unless waived by the sending district. The limits are based on the average daily attendance (ADA) of the district, as follows: five percent of ADA for districts with 500 or less ADA; three percent of ADA or 25 students, whichever is greater, for districts with an ADA of 501-2,500; and one percent of ADA or 75 students, whichever is greater, for districts with an ADA of 2,501 or more. The following paragraph may be modified to specify the percentage that applies to the district's ADA.

DISTRICT RESIDENCY (continued)

Even if the district has not authorized Allen bill transfers into the district, Education Code 48204 provides that the district may disallow transfers out of the district, within the specified limits, by students whose parent/guardian is employed within the boundaries of another district.

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. The California Office of the Attorney General, in its guidance Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, clarifies that, even though districts have discretion to accept proof of residency other than the forms listed in items #1-9 below, any alternative documents must be ones that are available to all persons regardless of citizenship or immigration status and that do not reveal information related to citizenship or immigration status. Thus, the district must not require visas, passports, green cards, voter registration, or other documentation that would discourage undocumented children from enrolling in school. Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraph consistent with the Attorney General's model policy. Also see BP 5111 - Admission.

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency

DISTRICT RESIDENCY (continued)

7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student

Note: Pursuant to Education Code 48204, a student shall be deemed a resident of the district if he/she lives with a caregiving adult within district boundaries; see item #5 in section "Criteria for Residency" above. Family Code 6552 provides an affidavit which authorizes a caregiver 18 years of age or older to enroll a minor in school and requires the caregiver's attestation that the student lives with the caregiver. If the student stops living with the caregiver, Family Code 6550 requires the caregiver to so notify the school.

9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

Note: ~~The following paragraph is for use by districts in which there is a military installation within district boundaries.~~ Pursuant to Education Code 48204.3, as ~~added by SB 1455 (Ch. 312, Statutes of 2016)~~ **amended by SB 455 (Ch. 239, Statutes of 2017)**, a parent/guardian who is seeking residency status based on his/her transfer or pending transfer to a military installation within ~~district boundaries the state~~ may provide any of the following types of proof of residence **within district boundaries.**

A parent/guardian who is transferred or pending transfer into a military installation within ~~district boundaries the state~~ shall provide proof of residence **in the district** within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

Note: Pursuant to Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), the following evidence must be provided to prove compliance with residency requirements when a student's parent/guardian departed the state against his/her will, as provided in item #10 of the section "Criteria for Residency" above.

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

DISTRICT RESIDENCY (continued)

Note: Federal and state law require the immediate enrollment of a homeless youth student (Education Code 48852.7; 42 USC 11432), foster youth (Education Code 48853.5), or a student who has had contact with the juvenile justice system (Education Code 48645.5), regardless of his/her ability to provide the school with records normally required for enrollment, including proof of residency. If a dispute arises over the enrollment of a homeless or foster youth, the student must be allowed to attend school while the district liaison conducts a dispute resolution process. See BP/AR/E 6173 - Education for Homeless Children and AR 6173.1 - Education for Foster Youth.

The California Department of Education's web site provides sample forms to obtain a declaration and affidavit from the parent/guardian or other qualified adult relative of a homeless child attesting that the family does not have a fixed, regular, adequate nighttime residence and indicating the current location where the family lives.

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

Note: Government Code 6205-6210 authorize the Secretary of State to provide victims of domestic violence, stalking, or sexual assault with a substitute address to use in place of their residence, work, or school address in all public records. Under this program, the Secretary of State receives any mail sent to the substitute address and forwards it to the program participant's confidential address. Pursuant to Government Code 6207, the district must accept and use the substitute address designated by the Secretary of State as a participant's substitute address for all communication and correspondence with program participants. The participant will present a laminated identification card containing his/her substitute address and a four-digit authorization number. The district may verify the enrollment of a student in the program by contacting the Safe at Home program.

Program participants have been advised by the Secretary of State to provide administrators with their actual residence location only for school emergency purposes and to establish residency within the district.

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

(cf. 3580 - District Records)

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Students

BP 5125(a)

STUDENT RECORDS

Note: Student records are governed by both federal and state law (Family Educational Rights and Privacy Act (FERPA) pursuant to ~~20 USC 1232g, 34 CFR 99.1-99.8,~~ Education Code 49069, ~~and 5 CCR 430-433,~~ 20 USC 1232g, and 34 CFR 99.1-99.8).

Note: Pursuant to 5 CCR 431, districts are **mandated** to establish policies and procedures to implement state law and regulations regarding student records, including policies and procedures which enumerate and describe the student records collected and maintained by the district, ensure security of the records, and guarantee access to authorized persons within five days of a request. Education Code 49069 **mandates** procedures related to parental review of student records. See the accompanying administrative regulation for additional language implementing these mandates.

The privacy of ~~student~~ online information of **students in prekindergarten through grade 12** is addressed in Business and Professions Code ~~22580-22582-22587,~~ as added by SB 568 (Ch. 336, Statutes of 2013), which prohibit an operator of a web site, online service or application, or mobile application from knowingly using, disclosing, or compiling, ~~or allowing a third party to use, disclose, or compile~~ the personal information of a minor for the purpose of marketing or advertising specified types of products or services; **allowing a third party to use, disclose, or compile such information;** or ~~.In addition, effective January 1, 2016, Business and Professions Code 22584-22585, as added by SB 1177 (Ch. 839, Statutes of 2014), prohibit the operator of a web site, online service or application, or mobile application that provides services to K-12 students from selling or disclosing specified student information or knowingly using that such student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a preK-12 student. Covered student information includes any personally identifiable information or materials created or provided by a student, parent/guardian, or district employee (e.g., name, contact information, educational record, discipline records, test results, health records, socioeconomic information). Pursuant to Business and Professions Code 22580 and 22584 and 22586, the an operator must delete a student's information data under the control of the school or district upon the request of the minor, school, or district.~~

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.~~ The Superintendent or designee shall establish administrative regulations governing the identification, **collection,** retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records ~~and shall protect students and their families from invasion of privacy while maintaining the confidentiality of student records consistent with state and federal law.~~

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

STUDENT RECORDS (continued)

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

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy consistent with a model policy developed by the California Attorney General, which includes the following statement. See the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members, as provided below. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.

Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraphs consistent with the model policy developed by the California Attorney General.

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or judicial subpoena. If a district employee receives such a

STUDENT RECORDS (continued)

request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

Note: The following paragraph reflects a requirement of Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017).

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

Note: The following section is optional. Pursuant to Education Code 49073.6, **as added by AB 1442 (Ch. 799, Statutes of 2014)**, any district considering a program to gather information from students' social media activity, as defined, must first notify students and parents/guardians and provide an opportunity for public comment. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980. If such a program is then adopted, the district must comply with program requirements reflected in the section "Student Records from Social Media" in the accompanying administrative regulation.

The district should consult legal counsel before gathering any other online information that does not meet the definition of social media in Education Code 49073.6.

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5145.6 - Parental Notifications)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

STUDENT RECORDS (continued)**Contract for Digital Storage, Management, and Retrieval of Student Records**

Note: Education Code 49073.1, **as added by AB 1584 (Ch. 800, Statutes of 2014)**, authorizes districts to enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or for software designed for this purpose. A district that chooses to enter into such a contract is **mandated** to adopt policy allowing such contracts and must ensure that the contract includes all the provisions specified in Education Code 49073.1. Also see BP 3312 - Contracts.

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

(cf. 3312 - Contracts)

*Legal Reference:*EDUCATION CODE**234.7 Student protections relating to immigration and citizenship status**

17604 Contracts

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

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

22586-22587 Early Learning Personal Information Protection Act

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

Legal Reference: (see next page)

STUDENT RECORDS (continued)*Legal Reference: (continued)*GOVERNMENT CODE6252-6260 *Inspection of public records*HEALTH AND SAFETY CODE120440 *Immunizations; disclosure of information*PENAL CODE245 *Assault with deadly weapon*WELFARE AND INSTITUTIONS CODE681 *Truancy petitions*701 *Juvenile court law*16010 *Health and education records of a minor*CODE OF REGULATIONS, TITLE 5430-438 *Individual student records*16020-16027 *Destruction of records of school districts*UNITED STATES CODE, TITLE 201232g *Family Educational Rights and Privacy Act*1232h *Protection of Pupil Rights Amendment*UNITED STATES CODE, TITLE 26152 *Definition of dependent child*UNITED STATES CODE, TITLE 4211434a *McKinney-Vento Homeless Assistance Act; definitions*CODE OF FEDERAL REGULATIONS, TITLE 16Part 312 *Children's Online Privacy Protection Rule*CODE OF FEDERAL REGULATIONS, TITLE 3499.1-99.67 *Family Educational Rights and Privacy*300.501 *Opportunity to examine records for parents of student with disability**Management Resources:***CSBA PUBLICATIONS****Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017****CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS****Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018**FEDERAL REGISTER*Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855*NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS*Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**IDEA and FERPA Confidentiality Provisions, 2014****Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008**
Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007*Management Resources continued: (see next page)*

STUDENT RECORDS (continued)

Management Resources: (continued)

WEB SITES

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

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

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

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

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Students

AR 5125(a)

STUDENT RECORDS

Definitions

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

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

Note: Guidance issued by the U.S. Department of Education (USDOE) and U.S. Department of Health and Human Services clarifies that a student's immunization and health record maintained by the district is a "student record" subject to the Family Educational Rights and Privacy Act (FERPA). Also see BP/AR 5141.6 - School Health Services.

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

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

1. Directory information

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

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

Note: USDOE guidance (Balancing Student Privacy and School Safety) clarifies that records created by the district's law enforcement unit, such as student images appearing on security videotapes, are not considered student records under FERPA as long as the records are created for a law enforcement purpose.

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

(*cf.* 3515 - Campus Security)

(*cf.* 3515.3 - District Police/Security Department)

STUDENT RECORDS (continued)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

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

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

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

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

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

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

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family

Note: Pursuant to 34 CFR 99.3, the definition of "personally identifiable information" includes a personal identifier such as a student's social security number. Education Code 49076.7 prohibits districts from collecting or soliciting social security numbers, or the last four digits of social security numbers, from students or their parents/guardians unless otherwise required to do so by state or federal law. If a social security number is collected under such circumstances, it must be classified as personally identifiable information and is subject to the restrictions related to access or de-identification of records specified in 34 CFR 99.30-99.39 and this administrative regulation.

4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)

STUDENT RECORDS (continued)

5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

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

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

Note: Education Code 49063 requires districts to include the criteria for defining "legitimate educational interest" and "school officials and employees" in their annual notification; see section "Notification of Parents/Guardians" below.

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

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

Note: Pursuant to Education Code 49076, the district may allow any "contractor or consultant" with whom it has a formal written agreement to access information in student records without parent/guardian consent, when the contractor or consultant has a "legitimate educational interest" in that information. However, contrary to 34 CFR 99.31, Education Code 49076 prohibits release of student records to volunteers.

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

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

STUDENT RECORDS (continued)

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

Persons Granted Absolute Access

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

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

Note: Pursuant to Education Code 56041.5, all the rights accorded to the parent/guardian of a student with disabilities, including the right to access student records, are transferred to the student when he/she reaches 18 years of age except when the student has been declared incompetent under state law.

3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(*cf.* 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

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

Note: Education Code 49076 and 34 CFR 99.31 require that access to relevant records be given to parents/guardians of a dependent child, defined by 26 USC 152 as one who lives with his/her parent/guardian for more than half the taxable year, has not provided more than half of his/her own support during that year, and has not filed a joint tax return with a spouse.

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been

STUDENT RECORDS (continued)

investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

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

Note: 34 CFR 99.34 requires the district to make a reasonable attempt to notify the parent/guardian or adult student when the district discloses certain information as described in the following paragraph. However, if the district includes a statement in its annual parental notification that the district may forward education records under these circumstances, it is not obligated to individually notify parents/guardians or adult students. The following **optional** paragraph may be deleted by districts that include such a statement in their annual parental notification. See section below entitled "Notification of Parents/Guardians."

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

Note: Item #6 below is for use by districts that maintain high schools. Education Code 69432.9 provides that all students in grade 12 will be considered Cal Grant applicants and will have their grade point average (GPA) submitted to the Student Aid Commission, unless they opt out or are permitted under Commission rules to submit test scores in lieu of the GPA. ~~AB 1091 (Ch. 637, Statutes of 2015) amended~~ Education Code 69432.9 ~~to require~~ **requires** that the report be submitted on a standardized form provided by the Commission. Pursuant to Education Code 69432.92, ~~as added by AB 1091~~, the Commission may also require that districts submit verification of high school graduation or its equivalent for all students who graduated in the prior academic year, except for students who have opted out.

Education Code 49432.9 requires that parents/guardians be notified that their child's GPA will be forwarded unless they opt out within the time period specified in the notice. This notification could be included in the annual parental notification issued pursuant to Education Code 48980.

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when requested, verification of high school graduation or its of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be

STUDENT RECORDS (continued)

submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

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

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

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

Note: Pursuant to Education Code 49076, county placing agencies authorized to assess the effectiveness of a state or federally funded program on behalf of federal, state, or local officials and agencies may be allowed access to student records. Education Code 49076 also authorizes districts, county offices of education, and county placing agencies to develop cooperative agreements to facilitate confidential access to and exchange of student information by email, facsimile, electronic format, or other secure means, provided the agreement complies with the requirements of 34 CFR 99.35.

8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

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

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

STUDENT RECORDS (continued)

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

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

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

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

Note: SB 233 (Ch. 829, Statutes of 2017) amended Education Code 49069.3 and 49076 to make certain types of records related to foster youth, including records related to attendance, discipline, online communications, and Section 504 plans, accessible to specified agencies and individuals.

14. Any foster family agency with jurisdiction over a currently enrolled or former students; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's ~~for purposes of accessing these students' current or most recent~~ records of grades, and transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

STUDENT RECORDS (continued)

(cf. 6173.1 - Education for Foster Youth)

Note: AB 1068 (Ch. 713, Statutes of 2013) amended Education Code 49076 to add authorization to disclose records pursuant to items #15-17 below.

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

(cf. 6173 - Education for Homeless Children)

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

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

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

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

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

STUDENT RECORDS (continued)

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

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

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

(cf. 5021 - Noncustodial Parents)

Discretionary Access

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

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

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

Note: The following optional paragraph may be revised to reflect district practice.
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Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for

STUDENT RECORDS (continued)

- the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
- a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
 5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

Note: Education Code 49076 includes "contractors" and "consultants," as defined in the section "Definitions" above, among the categories of individuals to whom a student's personally identifiable information may be disclosed under certain circumstances. Unlike 34 CFR 99.34, however, Education Code 49076 prohibits disclosure of such information to volunteers and other parties.

6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

Note: Items #7 and 8 below are for use by districts that maintain high schools.

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the

STUDENT RECORDS (continued)

amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)

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

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

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

De-identification of Records

Note: 20 USC 1232(g) and Education Code 49076 authorize the district to release student records for specified purposes (e.g., to federal and state officials conducting program audits or to organizations conducting studies) without parent/guardian consent after the removal of all "personally identifiable information" as defined in the section entitled "Definitions" above and provided that the district has made a reasonable determination that a student's identity will not be personally identifiable through single or multiple releases. Education Code 49074 further authorizes the district to provide de-identified statistical data to public or private agencies, postsecondary institutions, or research organizations when such actions would be "in the best educational interests of students."

34 CFR 99.31 lists objective standards under which districts may release information from de-identified records. These standards are applicable to both requests for individual, redacted records and requests for statistical information from multiple records.

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

Process for Providing Access to Records

Note: Education Code 49069 mandates procedures for notifying parents/guardians of the location of student records if not centrally located. The following paragraph may be expanded to include notification procedures.

STUDENT RECORDS (continued)

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

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

Note: 5 CCR 431 **mandates** districts to establish written procedures to ensure the security of student records. The following three paragraphs reflect this mandate and should be modified to reflect any specific physical, technological, or administrative controls developed by the district.

34 CFR 99.31 requires districts to use "reasonable methods" to (1) ensure that school officials, employees, and outside contractors obtain access to only those records, both paper and electronic, in which they have a legitimate educational interest and (2) identify and authenticate the identity of parents/guardians, students, school officials, and any other party to whom the district discloses personally identifiable information from education records. In addition, 34 CFR 99.31 specifies that a district which does not use physical or technological access controls (e.g., a locked file cabinet or computer security limiting access) must ensure that its administrative policy for controlling access is effective and remains in compliance with the "legitimate educational interest" requirement.

The Analysis to Comments and Changes (73 Fed. Reg. 237, page 74817) suggests a balance of physical, technological, and administrative controls to prevent unauthorized access and to ensure that school officials do not have unrestricted access to the records of all students. The Analysis also clarifies that the reasonableness of the method depends, in part, on the potential harm involved. For example, high-risk records, such as social security numbers or other information that could be used for identity theft, should receive greater and more immediate protection.

In addition, as a condition of participation in an interagency data information system (e.g., California Longitudinal Pupil Achievement Data System), Education Code 49076 requires that the district develop security procedures or devices by which unauthorized personnel cannot access data in the system and procedures or devices to secure privileged or confidential data from unauthorized disclosure.

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

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

Note: 34 CFR 99.30 specifies information that must be included in the parent/guardian consent form, as provided below. The provisions in the following two paragraphs are required pursuant to the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by

STUDENT RECORDS (continued)

AB 699 (Ch. 493, Statutes of 2017). See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

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

If the parent/guardian refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Note: Education Code 49069 and 5 CCR 431 **mandate** that the district adopt procedures for granting parent/guardian requests to inspect, review, and obtain copies of records.

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

Note: Education Code 49069 **mandates** procedures for the availability of qualified certificated personnel to interpret records when requested. The following paragraph may be expanded to include specific procedures for persons to request and receive the assistance of certificated personnel.

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

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

Access Log

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

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

STUDENT RECORDS (continued)

Note: The following optional paragraph may be revised to reflect district practice.

The custodian of records shall also make an entry in the log regarding any request for records that was denied and the reason for the denial.

Note: Although Education Code 49064 does not require the district to record access by individuals specified in items #1-5 below, the district may consider recording access by all individuals as part of the reasonable administrative controls required by 34 CFR 99.31; see section above entitled "Process for Providing Access to Records." ~~The following paragraph is optional.~~

The log ~~may~~ **shall** include **requests for access to** records ~~of access~~ by: ~~(Education Code 49064)~~

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

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), any request for student records by a law enforcement agency for the purpose of enforcing immigration laws must be reported to the Superintendent and the Board; see the accompanying Board policy. Therefore, it is recommended that the custodian of records make an entry in the log regarding any such requests, as provided in item #6 below.

6. Law enforcement personnel seeking to enforce immigration laws

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

Duplication of Student Records

Note: Education Code 49069 **mandates** that the district adopt procedures for granting parent/guardian requests for copies of student records pursuant to Education Code 49065.

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

STUDENT RECORDS (continued)

(cf. 3260 - Fees and Charges)

Changes to Student Records

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

(cf. 5125.3 - Challenging Student Records)

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

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

(cf. 5145.3 - Nondiscrimination/Harassment)

Retention and Destruction of Student Records

Note: 5 CCR 431 **mandates** that the district establish written policies and procedures regarding the signing and dating of anecdotal information, as specified below.

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

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

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

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above

STUDENT RECORDS (continued)

- b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

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

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

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

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

1. Expulsion orders and the causes therefor

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

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

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

(cf. 5141.32 - Health Screening for School Entry)

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

(cf. 6159 - Individualized Education Program)

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

5. Language training records

STUDENT RECORDS (continued)

(cf. 6174 - Education for English Learners)

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

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

(cf. 6158 - Independent Study)

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

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

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

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

STUDENT RECORDS (continued)**Transfer of Student Records**

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

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below. Once the record is received, the Superintendent or designee must inform the student's teachers of the acts; see AR 4158/4258/4358 - Employee Security.

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

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

Note: Pursuant to Education Code 49068, a district is required to transfer a copy of a student's records to another school in which the student is enrolled or intends to enroll within 10 school days of receiving a request for the records. However, this would not affect a situation where a more restrictive timeline is required. For example, a district is required to transfer the records of a student who is a foster youth to the new school within two business days, pursuant to Education Code 48853.5.

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

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

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

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

STUDENT RECORDS (continued)

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

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

Notification of Parents/Guardians

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

(cf. 5145.6 - Parental Notifications)

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

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073

STUDENT RECORDS (continued)

10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g

Note: Pursuant to 34 CFR 99.34, if the district's annual parental notification contains the information described in **optional** item #13 below, the district does not need to attempt to individually notify a parent/guardian or adult student when the district discloses an education record to officials of another school, school system, or postsecondary institution (see item #5 in the list of persons/agencies with legitimate educational interests in the section entitled "Persons Granted Access" above).

13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7.

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media


Note: The following **optional** section is for use by districts that have adopted a program, pursuant to Education Code 49073.6, ~~as added by AB 1442 (Ch. 799, Statutes of 2014)~~, to gather or maintain any information obtained from students' social media activity that pertains directly to school safety or student safety. Districts that adopt such a program, as specified in the accompanying Board policy, must comply with the requirements described below. Districts that have not adopted such a program should delete the following section.

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

1. Gather or maintain only information that pertains directly to school safety or student safety

STUDENT RECORDS (continued)

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


(12/14 12/15) 5/18

CSBA Sample Administrative Regulation

Students

AR 5125.1(a)

RELEASE OF DIRECTORY INFORMATION

Definition

Note: Education Code 49073 and 20 USC 1232g, the Family Educational Rights and Privacy Act (FERPA), **mandate** that school districts adopt a policy identifying those categories of student records considered to be "directory information," which may generally be released unless the parent/guardian notifies the district of his/her refusal. "Directory information" is defined in Education Code 49061 and 34 CFR 99.3 **and listed in the following section. The district may not expand the list, but may modify it to remove any** However, ~~the following section should be modified to reflect those categories of information defined by the district as "directory information"; those~~ items the district does not intend to release as directory information ~~should be deleted~~. Also see AR 5125 - Student Records.

~~AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below), thereby aligning state law with 34 CFR 99.3. However, Education Code 49061, as amended, does not include three types of information defined as directory information in 34 CFR 99.3: the student's place of birth, grade level, and photograph. Thus, these types of information are not reflected in the following list. Districts that receive any request for such information about student(s) based on federal law should consult legal counsel prior to releasing the information.~~

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received

RELEASE OF DIRECTORY INFORMATION (continued)

11. Most recent previous school attended

*(cf. 1113 - District and School Web Sites)**(cf. 1114 - District-Sponsored Social Media)*

Directory information does not include a student's social security number or student identification number. However, **for purposes of accessing or communicating in electronic systems**, directory information may include a student identification number, user identification, or other personal identifier used by the student ~~for purposes of accessing or communicating in electronic systems~~ provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Note: The following paragraph reflects a model policy developed by the California Attorney General pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017). See the Office of the Attorney General's Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. Also see the section "Notification to Parents/Guardians" below.

***Directory information* also does not include a student's citizenship status, immigration status, place of birth, or any other information indicating national origin.**

Notification to Parents/Guardians

Note: Pursuant to Education Code 49063 **and 1232g**, the district must annually notify parents/guardians and **eligible** students **who are age 18 or older**, in writing, of their rights related to student records, including the categories of records considered to be "directory information." **The Attorney General's model policy developed pursuant to Education Code 234.7 requires that this notification also describe the manner in which parents/guardians may refuse the release of directory information.** See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. See the accompanying Exhibit for a sample parent/guardian notification.

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information, **how to refuse release**, and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

*(cf. 5125 - Student Records)**(cf. 5145.6 - Parental Notifications)*

RELEASE OF DIRECTORY INFORMATION (continued)

Note: Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraph consistent with the Attorney General's model policy.

In addition, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parental consent or a court order.

(cf. 5145.13 - Response to Immigration Enforcement)

Note: The following paragraph applies to districts that maintain secondary schools and receive funds under the federal Elementary and Secondary Education Act (ESEA). 20 USC 7908 requires those districts to notify parents/guardians that they may request that the district not release their child's name, address, and telephone number to military recruiters, employers, or colleges without their prior written consent. According to Guidance issued by the U.S. Department of Education (USDOE) (Access to High School Students and Information on Students by Military Recruiters), a single notice provided through a mailing, student handbook, or other method that is reasonably calculated to inform parents/guardians of the above information is sufficient. The law does not specify whether parents/guardians may request that the district not release their child's information to certain third parties, such as military recruiters, but authorize the release to other parties, such as private employers. Districts should consult legal counsel as appropriate.

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

Parent/Guardian Consent

Note: Education Code 49073 specifies that parents/guardians may request that their child's directory information not be released (an "opt-out" process). **Similarly, 20 USC 7908 requires an "opt-out" process by which parents/guardians may request that their child's information not be released to military recruiters, employers, or institutions of higher education.** However, in the case of a homeless ~~child or youth~~ **student** as defined in 42 USC 11434a, directory information may only be released if the parent/guardian or student age 18 or older has provided written consent for its release ("**opt-in process**").

~~According to a letter from the USDOE to California's Superintendent of Public Instruction, it is a "misapplication" of 20 USC 7908 for a district to establish an "opt-in" procedure specifically for military recruiters whereby a district would not provide information to military recruiters unless a parent/guardian has provided affirmative consent. According to the letter, a district that establishes an "opt-in" procedure for military recruiters would risk having its federal ESEA funds withheld.~~

No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years **old or older**, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)

RELEASE OF DIRECTORY INFORMATION (continued)

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

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

A minor change was made
+ approved on 9/10/15.
Never updated on Garnut.

(11/11 7/15) 5/18

CSBA Sample Exhibit

Students

E 5125.1(a)

RELEASE OF DIRECTORY INFORMATION

Note: The following exhibit is based on a model notice prepared by the U.S. Department of Education and should be modified to reflect district practice. **It has been updated to include provisions required by the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017); see the accompanying administrative regulation.**

PARENT/GUARDIAN NOTICE RELEASE OF DIRECTORY INFORMATION

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that _____ (district name) _____, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include this type of information from your child's education records in certain school and/or district publications. Examples include:

- a playbill, showing your child's role in a drama production
- the annual yearbook
- honor roll or other recognition lists
- graduation programs
- sports activity sheets, such as for wrestling, showing weight and height of team members

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), **as amended**, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent.

If you do not want the district to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing by _____ (insert date) _____. The district has designated the following information as directory information:

RELEASE OF DIRECTORY INFORMATION (continued)

Note: The district should modify the following list to specify those categories of information defined by the district as "directory information" in the accompanying administrative regulation. **Those items the district does not intend to release as directory information should be deleted.**

~~AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below) and delete student's place of birth.~~

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

The district also may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, provided it cannot be used to access education records without a personal identification number (PIN), password, or other factor that only the authorized user knows. Your child's social security number will not be used for this purpose.

Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin. The district will not disclose such information without your consent or a court order.

(7/05 11/11) 5/18

CSBA Sample Board Policy

Students

BP 5131.2(a)

BULLYING

Note: Education Code 234.1 and federal law **mandate** that the Governing Board adopt policy prohibiting discrimination, harassment, intimidation, retaliation, and bullying based on specified characteristics. **AB 699 (Ch. 493, Statutes of 2017) amended Education Code 234.1 to include immigration status as a protected class**; see BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

In its October 2010 Dear Colleague Letter: Harassment and Bullying, the U.S. Department of Education Office for Civil Rights (OCR) clarified that misconduct that falls under a district's general anti-bullying policy may also trigger responsibilities under one or more federal antidiscrimination laws if the bullying is on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, and/or **another** legally protected category. If so, federal law requires the district to investigate or otherwise determine what occurred and, if it finds that unlawful discrimination did occur, take prompt and effective steps reasonably calculated to end the discrimination, eliminate any hostile environment and its effects, and prevent the discrimination from recurring.

In addition, OCR's August 2013 Dear Colleague Letter: Bullying of Students with Disabilities points out that any bullying of any student with disabilities that results in the student not receiving meaningful educational benefit constitutes a denial of a free appropriate public education and must be remedied under the federal Individuals with Disabilities Education Act. As necessary, the school may need to convene the student's individualized education program (IEP) team to determine whether the student's needs have changed as a result of the bullying and, if so, revise the IEP to ensure that the student continues to receive appropriate special education and related services.

Thus, while this policy is intended to prevent and address all types of bullying incidents among students, school officials need to know that when "discriminatory bullying" is committed (~~i.e., discrimination based on the actual or perceived status of the alleged victim which is protected by law, such as race, sex, sexual orientation, gender identity or expression, religion, age, or disability~~), and the bullying is sufficiently serious to create a hostile educational environment for the alleged victim or to otherwise deny or limit his/her educational benefits and services, including denial of a free appropriate public education, the alleged victim must be afforded the protections specified under relevant state and/or federal law. ~~CSBA staff met with representatives from California Department of Education (CDE) and OCR to discuss this policy as it relates to the uniform complaint procedure (UCP) requirements. As a result, this sample policy has been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on this policy, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.~~

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide **a safe school environments** that **protects** students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

BULLYING (continued)

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Note: Pursuant to Education Code 48900, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act such as posting of messages on social media networks and includes electronic acts that originate off campus; see the section "Discipline" below and AR 5144.1 - Suspension and Expulsion/Due Process.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the **electronic** creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images **as defined in Education Code 48900, on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device.** Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450 - Comprehensive Safety Plan. In addition, Education Code 52060-52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

BULLYING (continued)

Note: Because bullying is not limited to one environment, collaboration among a variety of community agencies and organizations that serve youth may be helpful in preventing and responding to bullying. For further information about building a collaborative, see CSBA's publications Safe Schools: Strategies for Governing Boards to Ensure Student Success and Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement.

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 - Student Use of Technology for language implementing this mandate.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes **social-emotional learning**, effective communication and conflict resolution skills, ~~social skills~~, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney

BULLYING (continued)

General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and has been expanded to include education about the impact of bullying based on any other individual characteristic.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

(cf. 6163.4 - Student Use of Technology)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below.

Education Code 32283.5 requires the CDE to develop an online training module to assist all school staff, school administrators, parents/guardians, students, and community members in increasing their knowledge of the dynamics of bullying and cyberbullying, including, but not limited to, identifying acts of bullying or cyberbullying and implementing strategies to address such acts.

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

BULLYING (continued)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

Note: Although Education Code 234.1 requires the district to adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against students based on the actual or perceived status of the student belonging to a protected class to take immediate steps to intervene when it is safe to do so, it is recommended that districts apply this policy equally to all students; also see AR 5145.3 - Nondiscrimination/Harassment.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Note: The following reporting process may be revised to reflect district practice.

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

BULLYING (continued)

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/E 6163.4 - Student Use of Technology.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, **immigration status**, or any **other** characteristic contained in the definition of hate crimes in Penal Code 422.55. Pursuant to 5 CCR 4600-4633, the UCP must be used for this purpose. In addition, federal regulations require districts to adopt procedures providing for prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25).

Although some bullying incidents may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all bullying incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. Those bullying incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When a bullying incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with AR 1312.3 - Uniform Complaint Procedures.

BULLYING (continued)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process.

The courts have generally upheld discipline for off-campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., Wynar v. Douglas County School District, Lavine v. Blaine School District). ~~In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. For example, T~~he court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).

Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school-sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to his/her person or property, causing a substantially detrimental effect on his/her physical or mental health, causing substantial interference with his/her academic performance, or causing substantial interference with his/her ability to participate in or benefit from school services, activities, or privileges).

When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.

Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as

BULLYING (continued)

defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

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

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

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

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

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

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

BULLYING (continued)*Management Resources:*CSBA PUBLICATIONSFinal Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**California's Social and Emotional Learning: Guiding Principles, 2018**Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008Bullying at School, 2003**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS****Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018**U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS**Guidance to Schools: Bullying of Students with Disabilities, October 2014**Dear Colleague Letter: Bullying of Students with Disabilities, August 2013**Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010**Dear Colleague Letter: Harassment and Bullying, October 2010WEB SITESCSBA: <http://www.csba.org>California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>**California Office of the Attorney General: <http://oag.ca.gov>**Center on Great Teachers and Leaders: <https://gtlcenter.org/>Collaborative for Academic Social and Emotional Learning: <https://casel.org>Common Sense Media: <http://www.common sense media.org>National School Safety Center: <http://www.schoolsafety.us>**ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>****Partnership for Children and Youth: <https://www.partnerforchildren.org>**U.S. Department of Education: <http://www.ed.gov>

(10/14 7/15) 5/18

CSBA Sample Board Policy

Students

BP 5145.13(a)

RESPONSE TO IMMIGRATION ENFORCEMENT

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are **mandated** to adopt policy consistent with a model policy developed by the California Attorney General which limits assistance with immigration enforcement at public schools. See Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on the web site of the Office of the Attorney General. Except as otherwise noted below, the following policy reflects the mandated policy statements. See the accompanying administrative regulation, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR/E 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

Note: Education Code 234.1 mandates that districts adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code 422.55 and Education Code 220. As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 234.1 expressly includes immigration status among the protected categories. See BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

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

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), the district must notify parents/guardians of their children's right to a free public education regardless of immigration status, including "Know Your Educational Rights" information as contained in the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

Assist California's K-12 Schools in Responding to Immigration Issues. Such notice may be included in the annual parental notification provided pursuant to Education Code 48980 or through any other cost-effective means. Also see BP 0410 - Nondiscrimination in District Programs and Activities.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Note: The following **optional** paragraph reflects a recommendation of the Attorney General's model policy and may be revised to reflect district practice.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference: (see next page)

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

Legal Reference:

EDUCATION CODE

- 200 Educational equity
- 220 Prohibition of discrimination
- 234.1 Safe Place to Learn Act
- 234.7 Student protections relating to immigration and citizenship status
- 48204.4 Evidence of residency for school enrollment
- 48980 Parental notifications
- 48985 Notices to parents in language other than English

GOVERNMENT CODE

- 8310.3 California Religious Freedom Act

PENAL CODE

- 422.55 Definition of hate crime
- 627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20

- 1232g Family Educational Rights and Privacy Act

COURT DECISIONS

- Plyler v. Doe*, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

WEB SITES

- CSBA: <http://www.csba.org>
- California Office of the Attorney General: <http://oag.ca.gov>
- California Department of Education: <http://www.cde.ca.gov>
- California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
- California Department of Justice: <http://www.justice.gov>
- U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
- U.S. Immigration and Customs Enforcement: <https://www.ice.gov>
- U.S. Immigration and Customs Enforcement, Online Detainee Locator System: <https://locator.ice.gov/odls>

CSBA Sample Administrative Regulation

Students

AR 5145.13(a)

RESPONSE TO IMMIGRATION ENFORCEMENT

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are **mandated** to adopt policy that is consistent with the California Attorney General's model policy limiting assistance with immigration enforcement at public schools. The required model policy statements are contained in the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and, except as otherwise noted, are reflected in the following regulation. See the accompanying Board policy, BP 0410 - Nondiscrimination in District Programs and Activities, BP/AR 5111 - Admission, AR 5111.1 - District Residency, BP/AR 5125 - Student Records, AR 5125.1 - Release of Directory Information, and BP 5131.2 - Bullying for additional language fulfilling this mandate.

The Attorney General's model policy recommends that districts designate an immigrant affairs liaison to facilitate training programs for staff, help provide non-legal advice to families, and assist in communications with other educational agencies and local and state government stakeholders. The following administrative regulation may be revised to reflect any such position established by the district.

Responding to Requests for Information

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement (ICE), as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order. An ICE "administrative warrant" is not a court order that would allow a district to disclose student records without parent/guardian consent. See the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues for further information and examples of such administrative warrants and judicial orders.

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Note: Items #1-4 below reflect requirements of the Attorney General's model policy.

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry. In addition, the Attorney General's model policy developed pursuant to Education Code 234.7 prohibits the use of school data or resources for creating a registry based on specific characteristics. Also see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5125 - Student Records.

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

Note: Except as otherwise noted, the following **mandated** section reflects the Attorney General's model policy developed pursuant to Education Code 234.7. The Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues contains a Quick Reference Guide for School Officials that summarizes the steps to be taken in the event that an immigration enforcement officer comes to a school or requests personal information about a student or his/her family member.

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

(cf. 5145.12 - Search and Seizure)

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

Note: The Attorney General's model policy includes requirements that the district post signs at school entrances containing school hours and registration requirements and that the district adopt measures for responding to outsiders in a manner that avoids classroom interruptions. See BP/AR 1250 - Visitors/Outsiders for procedures applicable to all "outsiders," as defined in Penal Code 627.1.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

Note: The following paragraph may be modified by districts that do not maintain a district police or security department.

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

- e. District staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer
10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

Note: Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), provides that a student complies with district residency requirements if his/her parent/guardian was a resident of California and departed against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act. See AR 5111.1 - District Residency.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

(cf. 5111.1 - District Residency)

Note: The following paragraph is recommended, but not required, by the Attorney General's model policy. See the management resources in the accompanying Board policy for ICE's Online Detainee Locator System.

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

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CSBA Sample Board Policy

Students

BP 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, **as amended by AB 699 (Ch. 493, Statutes of 2017)**, which prohibits discrimination based on race, nationality, **immigration status**, ethnicity, gender, gender identity, gender expression, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; **Government Code 11135, which prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information**; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, gender identity, pregnancy, and parental status; the Age Discrimination Act of 1975 (42 USC 6101-6107), which prohibits discrimination based on age; and Title II (20 USC 12101-12213) and Section 504 (29 USC 794), which prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities.

Moreover, this sample Board policy and the accompanying administrative regulation reflect the statutory right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with his/her gender identity as specified in Education Code 221.5, and best practices based on existing state and federal law. Districts with questions about the rights of transgender and gender-nonconforming students should consult legal counsel as appropriate. For more information on the rights of transgender students, see CSBA's **policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities.**

Education Code 234.1 **mandates** that districts adopt policy prohibiting **discrimination**, at school or in any school activity related to school attendance or under the authority of the district, **discrimination**, including discriminatory harassment, intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other anti-discrimination policies and practices to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

~~CSBA staff received feedback and comment from representatives of CDE and OCR regarding this policy and the accompanying regulation as they relate to the UCP requirements. As a result, the sample policy and regulation have been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.~~

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other

NONDISCRIMINATION/HARASSMENT (continued)

educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, **nationality**, national origin, **nationality**, **immigration status**, **ethnicity**, ethnic group identification, **ethnicity**, age, religion, marital **status**, **pregnancy**, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, **or genetic information**, or association with a person or group with one or more of these actual or perceived characteristics.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

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

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

Note: Education Code 234.1 prohibits unlawful discrimination in **school-related activities and when it affects all acts related to school activity or** school attendance. **However**, OCR has clarified in several publications that conduct that occurs off campus may have an adverse effect on a student at school (i.e., create a "hostile environment" for the student). When that happens, the district has an obligation to investigate and to take steps to protect the student.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Note: In addition to the types of prohibited student conduct described **below-above**, prohibited conduct **also** includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination in District Programs and Activities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

NONDISCRIMINATION/HARASSMENT (continued)

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect district practice.

In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Note: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be

NONDISCRIMINATION/HARASSMENT (continued)

entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult legal counsel as necessary.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

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

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

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

(cf. 5144 - Discipline)

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

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

(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination
 48900.3 Suspension or expulsion for act of hate violence
 48900.4 Suspension or expulsion for threats or harassment
 48904 Liability of parent/guardian for willful student misconduct
 48907 Student exercise of free expression
 48950 Freedom of speech
 48985 Translation of notices
 49020-49023 Athletic programs
 51500 Prohibited instruction or activity
 51501 Prohibited means of instruction
 60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime
 422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record
 4600-~~4687~~ 4670 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972
 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

99.31 Disclosure of personally identifiable information
 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 Prohibition of discrimination based on age

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

NONDISCRIMINATION/HARASSMENT (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Noneonforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

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

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999-Fact Sheet, August 2010

WEB SITES

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

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

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

California Office of the Attorney General: <http://oag.ca.gov>

First Amendment Center: <http://www.firstamendmentcenter.org>

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

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

CSBA Sample Administrative Regulation

Students

AR 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting **unlawful discrimination**, at school or in school-sponsored or school-related activities, **unlawful discrimination**, including discriminatory harassment, intimidation, and bullying, of any student based on his/her actual or perceived race, color, ancestry, **nationality**, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital ~~or parental~~ status, pregnancy, **parental status**, physical or mental disability, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, **genetic information**, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 and other federal regulations **mandate** districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with federal laws and regulations governing the district's educational programs.

During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's (USDOE) Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

The following paragraphs identify the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws (e.g. Title IX and Section 504 coordinators), including the investigation and resolution of discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, **nationality**, national

NONDISCRIMINATION/HARASSMENT (continued)

origin, **nationality**, **immigration status**, **ethnicity**, ethnic group identification, **ethnicity**, age, religion, marital **status**, pregnancy, **or** parental status, **pregnancy**, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, **genetic information**, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

(title or position)

(address)

(telephone number)

(email)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms. In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures.

Item #1 below may be revised to specify the means by which the district publicizes its nondiscrimination policies and complaint procedures.

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.

NONDISCRIMINATION/HARASSMENT (continued)

Note: Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires districts and public schools to post on their web sites information related to Title IX (20 USC 1681-1688). A comprehensive list of rights based on the federal regulations implementing Title IX can be found in Education Code 221.8. A district that does not maintain a web site may comply by posting the information below on the web site of its county office of education. A school without a web site may comply by posting the information on the web site of the district or county office of education.

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

NONDISCRIMINATION/HARASSMENT (continued)

Note: In its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See also CSBA's policy brief [Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students](#). Item #4 below may be modified to reflect district practice.

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

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

NONDISCRIMINATION/HARASSMENT (continued)

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Note: Item #8 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect him/her from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to **protect students' privacy rights and ensure their safety** ~~protect students~~ from threatened or potentially discriminatory behavior **and ensure their privacy rights**.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

NONDISCRIMINATION/HARASSMENT (continued)

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community **the school's response plan to unlawful discrimination or harassment**

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

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

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

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

(cf. 5144 - Discipline)

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

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

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

Process for Initiating and Responding to Complaints

Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-~~4687~~ **4670**, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. In addition, **in its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that** districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability.

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

NONDISCRIMINATION/HARASSMENT (continued)

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

Note: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice and is consistent with OCR recommendation.

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Note: The following section may be modified to reflect district practice. Pursuant to Education Code 221.5, a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on his/her educational records. Because Education Code 221.5 affords transgender students these rights, districts in California are not impacted by the February 22, 2017 action of the USDOE and U.S. Department of Justice to rescind earlier federal guidance which had indicated that, under Title IX, students must be allowed to use sex-segregated facilities in accordance with their gender identity. In implementing state law, districts may review recommended practices in the USDOE's Office of Elementary and Secondary Education's [Examples of Policies and Emerging Practices for Supporting Transgender Students](#). For more information on the rights of transgender students, see CSBA's [policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students](#) and its [Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination](#).

NONDISCRIMINATION/HARASSMENT (continued)

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the **bathroom** that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs

NONDISCRIMINATION/HARASSMENT (continued)

7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

Note: Timelines included in items #1-2 below may be modified to reflect district practice.
--

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults

NONDISCRIMINATION/HARASSMENT (continued)

on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action **could can** be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance

NONDISCRIMINATION/HARASSMENT (continued)

with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

Note: 5 CCR 432 requires the legal name, sex, date of birth, etc., of a student to be maintained as part of the student's "mandatory permanent student records" but does not prohibit keeping of other records, such as a student's preferred name, as part of the student's "permitted student records."

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed ~~pursuant to a court order~~ **with proper documentation**. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

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CSBA Sample Board Policy

Students

BP 5145.9(a)

HATE-MOTIVATED BEHAVIOR

Note: The following optional policy is for use by districts in the implementation of a **addresses** prevention ~~strategy~~ **strategies** for hate-motivated incidents and should be modified to reflect district practice. Elements of this policy will also likely should be integrated into existing **district and** school **site** plans, such as **the local control and accountability plan, comprehensive** school safety **plan**, and staff development plans, as well as any policies developed by the district regarding school climate (see BP 5137 – Positive School Climate) and nondiscrimination (see BP 0410 – Nondiscrimination in District Programs and Activities and BP 5145.3 – Nondiscrimination/Harassment).

In its publication entitled *Hate Motivated Behavior in Schools*, the California Department of Education defines "hate-motivated behavior" as an act, or attempted act, motivated by hostility towards a victim's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. Some "hate-motivated behavior," including an assault, bomb threat, destruction of property, graffiti, and certain types of vandalism, may also be crimes under state or federal law.

In order to create a safe learning environment for all students, the Governing Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices. **The Governing Board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.**

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5147 - Dropout Prevention)

HATE-MOTIVATED BEHAVIOR (continued)

Note: **Hate-motivated behavior, such as an assault, physical threat, bomb threat, destruction of property, graffiti, and certain types of vandalism, may constitute a crime under state or federal law.** Local law enforcement agencies and human rights commissions **throughout the state** have established countywide hate crimes networks aimed at responding to and preventing hate crimes. **The Districts can identify local hate crime resources through the** California Association of Human Relations Organizations, **which** conducts activities designed to protect human and civil rights through networks of collaborations that reduce community tension and build intergroup relationships.

The following **optional** paragraph should be revised to reflect district practice.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. **These Such collaborative** efforts shall ~~be focused~~ **focus** on ~~providing~~ **ensuring** an efficient use of district and community resources, **developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.**

(cf. 1020 - Youth Services)

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

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

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

The district shall provide **students with** age-appropriate instruction **that includes the development of social-emotional learning, promotes their** ~~to help promote an~~ understanding of and respect for human rights, diversity, and ~~tolerance~~ **acceptance** in a multicultural society, and ~~to provides~~ strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

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

(cf. 6142.94 - History-Social Science Instruction)

~~The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.~~

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

As necessary, the district shall ~~also~~ provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

HATE-MOTIVATED BEHAVIOR (continued)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Grievance Procedures-Complaint Process

Note: ~~School level grievance procedures for investigation of sexual harassment complaints are detailed in AR 5145.7 - Sexual Harassment. The following paragraph provides for the application of those procedures to the investigation of complaints regarding hate-motivated behavior. Districts that wish to use other procedures should modify the following paragraph accordingly.~~ Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, immigration status, or any characteristic contained in the definition of hate crimes in Penal Code 422.55. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). Pursuant to 5 CCR 4600-4670, uniform complaint procedures (UCP) must be used for this purpose. See BP/AR 1312.3 - Uniform Complaint Procedures.

Although some incidents of harassment, intimidation, or bullying may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was victimized because of his/her actual or perceived membership in a legally protected class. Those incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When an incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process.

~~Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal.~~ **A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.**

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

HATE-MOTIVATED BEHAVIOR (continued)*(cf. 3515.3 - District Police/Security Department)**(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*

Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. **Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.**

*(cf. 1312.1 - Complaints Concerning District Employees)**(cf. 1312.3 - Uniform Complaint Procedures)**(cf. 5144 - Discipline)**(cf. 5144.1 - Suspension and Expulsion/Due Process)**(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

Staff who receive notice of hate motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-46874670 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

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

110.25 Prohibition of discrimination based on age

Management Resources: (see next page)

HATE-MOTIVATED BEHAVIOR (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES PUBLICATIONS

Bullying at School, 2003

California Student Safety and Violence Prevention—Laws and Regulations, April 2004

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

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Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

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

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

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

California Office of the Attorney General: <http://oag.ca.gov>

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

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

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/ers>

<https://www.justice.gov>

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