

# CENTER UNIFIED SCHOOL DISTRICT

www.centerusd.k12.ca.us

*Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well-rounded education, and being active citizens of our diverse community.*

## BOARD OF TRUSTEES REGULAR MEETING

❖ Spinelli Elementary School - Cafeteria  
3401 Scotland Drive, Antelope, CA 95843

**Wednesday, October 1, 2008 - 6:00 p.m.**

### STATUS

- |                  |   |             |
|------------------|---|-------------|
| I.               | CALL TO ORDER & ROLL CALL - 5:50 p.m.                                     |             |
| II.              | ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION                   |             |
| 1.               | Student Expulsions/Readmissions (G.C. §54962)                             |             |
| III.             | CLOSED SESSION - 5:50 p.m.  |             |
| IV.              | OPEN SESSION - CALL TO ORDER - 6:00 p.m.                                  |             |
| (6:02)           | V. FLAG SALUTE  |             |
| (6:05)           | VI. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION                        | Info/Action |
| (6:08)           | VII. ADOPTION OF AGENDA   | Action      |
| (6:10)           | VIII. STUDENT / STAFF RECOGNITIONS  | Info        |
|                  | 1. Spinelli Elementary School Student Recognition Awards - Kris Schmieder |             |
|                  | 2. Spinelli Elementary School Staff Recognitions - Kris Schmieder         |             |
| (6:20)           | IX. STUDENT BOARD REPRESENTATIVE REPORTS                                  | Info        |
|                  | 1. Center High School - Sandy Hoang                                       |             |
|                  | 2. McClellan High School - Anthony Bell                                   |             |
|                  | 3. Antelope View Charter School - Yuliya Didovich                         |             |
|                  | 4. Global Youth Charter School - Samantha McCurdy                         |             |
| (6:30)           | X. REPORTS/PRESENTATIONS  | Info        |
| Curriculum       | 1. Williams Uniform Complaint Quarterly Reporting - Scott Loehr           |             |
| Facilities & Op. | 2. Transportation Report - Craig Deason                                   |             |

*Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]*

**NOTICE:** The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at Center Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

(6:45)	XI.	<b>COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA</b>	Public Comments Invited
		<i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> take action on any item which is not on this agenda except as authorized by Government Code Section 5495.2. A speaker shall be limited to 3 minutes (Board Policy 9323).</i>	
(6:55)	XII.	<b>BOARD/SUPERINTENDENT REPORTS</b>	Info
(7:00)	XIII.	<b>BOARD DEVELOPMENT</b>	Info
Governance	1.	Board Bylaws (9322 - 9400)	
(7:20)	XIV.	<b>CONSENT AGENDA</b>	Action
		<i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i>	
Governance	1.	Approve Adoption of Minutes from September 13, 2008 Board Workshop	
↓	2.	Approve Adoption of Minutes from September 17, 2008 Regular Meeting	
Personnel	3.	Approve Certificated Personnel Transactions	
↓	4.	Approve Classified Personnel Transactions	
Curriculum	5.	Approve Professional Services Agreement: Mad Science of Sacramento Valley (NoCo, Dudley, Spinelli, OH)	
.	6.	Approve 2008/2009 Individual Service Agreements: 2008/09-88 & 89 Bright Futures 2008/09-90 Aldar Academy	
↓	7.	Approve Professional Services Agreement: Jorgensen Sports Service (Global)	
Facilities & Operations	8.	Ratify Wilson C. Riles Field Events Upgrade Project - Change Order #1	
	9.	Approve Resolution #6/2008-09: Adopting Plans and Specifications for the Center High School Athletic Facilities Upgrades Project and Ratify the Site Lease and Facilities Lease	
↓	10.	Approve Contract for DSA Inspection Services for Center High School Athletic Facilities Upgrade Project	
(7:25)	XV.	<b>INFORMATION ITEMS</b>	Info
Governance	1.	40 Fully Developmental Assets	
Business	2.	Conference: "Aeries Eagle Software" - C. Domalakes (Bus Off) & M. Lord (Comp Serv)	
(7:30)	XVI.	<b>BUSINESS ITEMS (5 minutes each)</b>	
Governance	A.	<b><u>Placing Times on the Agenda</u></b>	Action
		To inform the public to the approximate time an item may be discussed, times will be added to each agenda item. Discussions will not be ended based on the time, but rather when discussion is concluded.	
↓	B.	<b><u>First Reading: Board Policies/Regulations/Exhibits</u></b>	Action
BP 4132/4232/4332		<b><u>Publication or Creation of Materials</u></b> Replace. Revised policy contains new language requiring the Superintendent to oversee the development of instructional materials, computer programs, and other copyrighted materials by employees, independent contractors, and consultants and requiring any contract with a consultant or independent contractor to contain a provision regarding ownership of the copyright. Policy also requires Superintendent to negotiate district ownership of copyright when an employee develops materials during working and nonworking hours.	

BP 4161/4261/4361

Leaves

Replace. Renumbered policy contains material pertaining to administrative and supervisory personnel formerly in BP 4361 - Leaves. List of justifiable reasons for leave revised to include general categories of types of leaves and to delete some specific leaves duplicated in other policies or regulations. Item #6 re: disability leave moved from AR. Regulation revises section on "Return to Service After Leave" to focus on provisions specific to employees failing to return to duty after a leave and to delete material re: notification of intent to return to service which is duplicated in AR 4112.1 - Contracts.

BP/AR 5112.1

Exemptions from Attendance

Replace. Updated policy adds language re: documentation of eligibility for exemption and expands legal references. Regulation revised to more directly reflect law and to add language re: exemption from continuation education for purposes of student leave of absence.

BP/AR 6142.1

Sexual Health and HIV/AIDS Prevention Instruction

Replace. Policy contains new section entitled "Parent/Guardian Notification" which contains material formerly included in AR and new language which clarifies that, according to the CDE, districts must use a passive consent/opt-out model for HIV/AIDS prevention instruction but may use an active consent/opt-in model for sexual health education. Reorganized, updated regulation contains new section entitled "Instruction and Materials" that is applicable to both HIV/AIDS and sexual health instruction and a new section entitled "Use of Consultants and Guest Speakers" For further information, see article in accompanying Governance and Policy Services News.

**C.**

**Second Reading: Board Policies/Regulations/Exhibits**

Action

Replace	BP	0200	Goals for the School District
Replace	BP/AR	3311	Bids
Replace	BP	3517	Facilities Inspection
Replace	BP/AR	4112.24	Teacher Qualifications Under the No Child Left Behind Act
Replace	BP/AR	4112.41/4212.41/4312.41	Employee Drug Testing
Replace	BP	4136/4236/4336	Nonschool Employment
Delete	BP	4137	Tutoring
Replace	BP	4151/4251/4351	Employee Compensation
Replace	BP/AR	5131.1	Bus Conduct
Replace	BP	6141	Curriculum Development and Evaluation
Add	AR	6141	Curriculum Development and Evaluation
Replace	BP	6141.5	Advanced Placement
Replace	BP/AR	6142.8	Comprehensive Health Education
Replace	BP/AR	6146.11	Alternative Credits Toward Graduation
Replace	BP	6162.6	Use of Copyrighted Materials
Replace	BP/AR	6163.2	Animals at School
Replace	BP/AR	6172	Gifted and Talented Student Program
Add	BP/AR	6172.1	Concurrent Enrollment in College Classes
Add	BP	6178.2	Regional Occupational Center/Program
Add	BP	7160	Charter School Facilities
Replace	AR	7160	Charter School Facilities
Replace	BB	9230	Orientation
Replace	BB	9324	Minutes and Recordings

Curriculum

**D.**

**Certification of Provision of Standards-Aligned Instructional Materials**

Action

This item would certify that as of this date, each pupil in the district in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials to meet the requirements of Education Code Section 60422 (a).

- (8:00) XVII. **ADVANCE PLANNING** Info
- a. ***Future Meeting Dates:***
    - i. *Wednesday, October 15, 2008 @ 6:00 p.m. - Spinelli Elementary School Cafeteria*
  - b. ***Suggested Agenda Items:***
- (8:05) XVIII. **ADJOURNMENT** Action

# Center Unified School District

AGENDA REQUEST FOR

DEPT./SITE: Spinelli Elementary

ACTION ITEM \_\_\_\_\_

TO: Board of Trustees

INFORMATION ITEM \_\_\_\_\_

DATE: September 16, 2008

# ATTACHED PAGES 1

FROM: Kristin Schmieder, Principal

PRINCIPAL'S INITIALS KS

**SUBJECT:**

Student and Staff Recognitions:

The administrators at Spinelli Elementary would like to recognize the following students (see attached page) for their academic excellence. These students scored Advanced on both the ELA and the Math portions of the STAR.

**RECOMMENDATION:**

Spinelli Elementary School

The following students scored **Advanced** in **BOTH**  
ELA and Math on the Spring 08 STAR:

Bryan Beck	Nataly Hernandez
Alex Burnett	Roxanna Jarvis
Elizabeth Cochran-Bryan	Brianna Smith
Maxim Fedorchuk	Austin Sturdevan
Angelina Hayes	Kamyron Fox
Jonathon Jolly	Nardos Getahun
Destiny Jones	Matthew Harmon
Caleb McCarthy	Kristina Kolesnikovich
Leola McCoy	Karissa McCarthy
Christian Milam	Christina Moore
Kacie Nicholson	Christina Pakhnyuk
Jedrek Pornebo	Pedro Perez Rojas
Daniel Velez Noble	Alex Yi
Arianna Welch	Bradley Woods
Lauren Stone	

# Center Unified School District

AGENDA REQUEST FOR

DEPT./SITE: Spinelli Elementary

ACTION ITEM \_\_\_\_\_

TO: Board of Trustees

INFORMATION ITEM \_\_\_\_\_

DATE: September 16, 2008

# ATTACHED PAGES 1

FROM: Kristin Schmieder, Principal

PRINCIPAL'S INITIALS KS.

**SUBJECT:**

**Student and Staff Recognitions:**

The administrators at Spinelli Elementary would like to recognize Jolan Wall for her years of service and dedication to the teaching profession.

## Center Unified School District

**AGENDA REQUEST FOR:**

Dept./Site: Instructional Services

Date: October 1, 2008

To: Board of Trustees

Action Item

Information Item X

# Attached Pages 1

From: Scott Loehr, Assistant Superintendent

Initials: S.L.

**SUBJECT: Williams Uniform Complaint Quarterly Reporting**

As a result of the Williams legislation, all school districts in California are required to report quarterly summaries of all received Williams legislation complaints to the district's governing board. Once the item is reported to the Board, a summary is then forwarded to the district's county office of education.

Below is a summary of our Williams UCP complaints and will serve as our documentation to meet the reporting requirements of the Williams lawsuit. The attached data will be submitted to SCOE through an online process.

**RECOMMENDATION:** Informational Item

*Agenda Item Number* \_\_\_\_\_

**CENTER UNIFIED SCHOOL DISTRICT**  
**SUMMARY OF WILLIAMS UCP COMPLAINTS-**  
**July 2008 to September 2008**

<b>Areas of Complaints</b>	<b># of Complaints</b>	<b># Resolved</b>	<b># Unresolved</b>
Sufficiency Of Textbooks	0	0	0
Facilities Issues	0	0	0
Vacancy or Misassignment of Teachers	0	0	0
CAHSEE	0	0	0

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**Date:** October 1, 2008

**Action Item** \_\_\_\_\_

**To:** Board of Trustees

**Information Item**   X  

**From:** Craig Deason, Assist. Supt.

**# Attached Pages** \_\_\_\_\_

**Assist.Supt. Initials:** \_\_\_\_\_

**SUBJECT:** Transportation Report

A report about the transportation of intra-district transfer students and Center High Football Athletic transportation will be presented.

**RECOMMENDATION:**

# Memorandum

**To:** Dr. Jolly  
**From:** Craig Deason, Assistant Superintendent of Facilities/Operations  
**Date:** September 19, 2008  
**Re:** Intra-district Transportation

---

We currently provide free transportation to the school of residency if unsafe conditions exist or they live beyond the walking distance. The current policy in regards to intra-district transportation is we do not transport students who choose to go to a school outside of their home school's attendance area. It states on the intra-district application that "Transportation is the responsibility of the parent". I was asked to investigate the effects of allowing parents that already receive transportation from their home school to have their child go to a bus stop of the requested school and still receive transportation as an intra-district student.

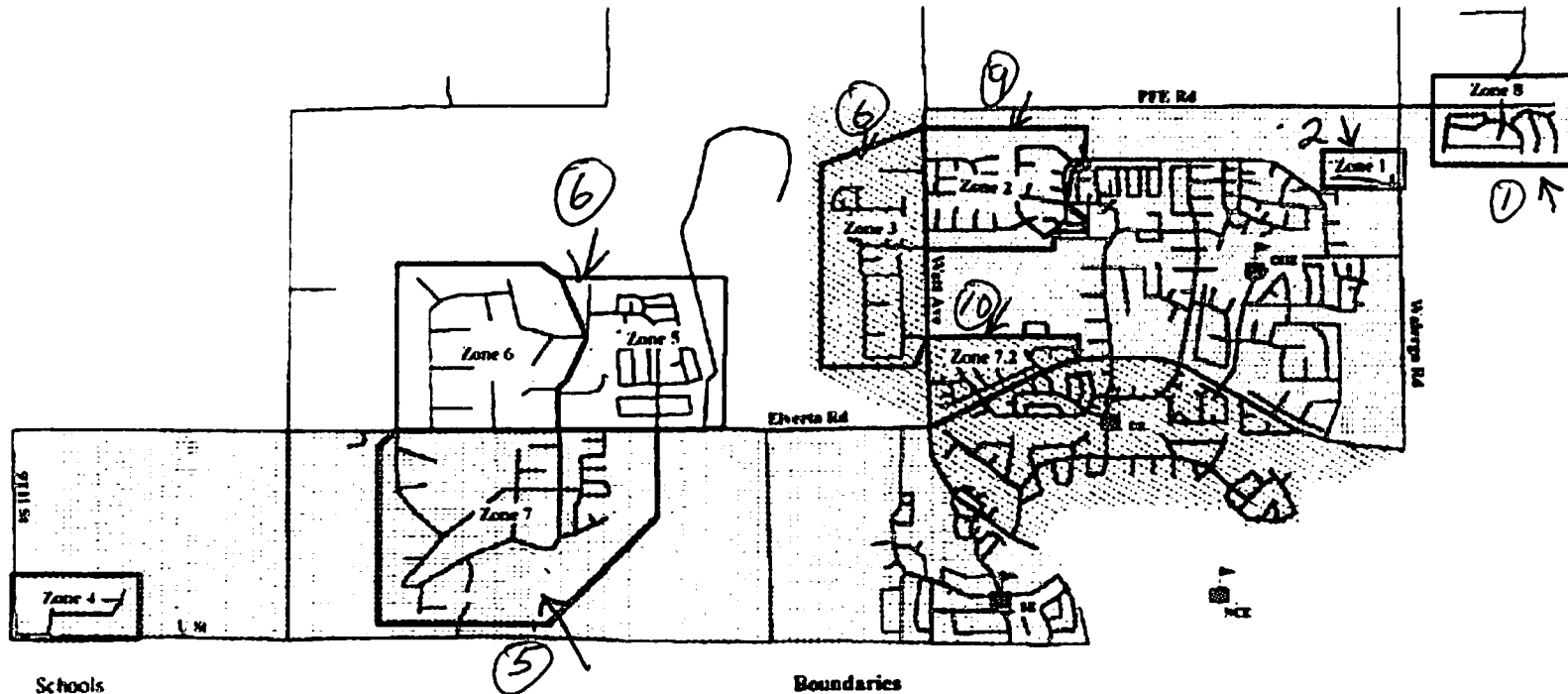
We currently have 126 intra-district students, and 39 students received transportation to their home school. They come from all elementary transportation zones. (see map) Also included are our inter-district and intra-district applications. I have many concerns about changing the existing policy.

1. Increased drive time, drivers needed, and cost.
2. Unsafe walking conditions to get to the new bus stop. Parents say they will drop students at new stop, but they may not.
3. Change in policy may cause inter-district or non-bus riding students to want to go to an existing stop to get a ride.
4. May cause increase in intra-district transfers if transportation is provided. Increased intra-district transfers may cause more overflows instead of having room for students at their home school.
5. Busses may overfill on rainy or high load days.

I recommend that we keep our existing intra-district policy.

# Center Unified School District

3/21/2005



## Schools

### Streets in Walk Zones (Grades 1-6)

- ~ Not in walk zone
- ~ Oak Hill
- ~ Dudley
- ~ Spinelli

North Country

### Non-Walking Zone Boundaries

### Proposed Attendance Areas

- Spinelli
- North Country
- Oak Hill
- Dudley
- North Country

## Boundaries

- Zone 1:** County Line, Waterga Road, Singing Tree Way, Peach Blossom Way
- Zone 2:** La Madera Way, El Castillo Court, El Valle Way, Redwater Drive, Groveland Way, Glensana Way, Watt Avenue
- Zone 3:** Tolman Lane, Tourmaline Way, Wildflower Way, Orchid Tree Way, Watt Avenue
- Zone 4:** Ninth Street, U Street, Dry Creek Road, Old Mill Way
- Zone 5:** Rifle Ridge Drive, Bellingrath Drive, Elverta Road, Gibson Ranch Park Road, Twede Way, Rasmussen Circle
- Zone 6:** Rivergreen Drive, Rifle Ridge Drive, Bellingrath Drive, Elverta Road
- Zone 7:** Cherry Brook Drive, Colonnade Way, Ranch River Drive, Bellingrath Drive, Edinburgh Drive, Dominion Way, Elverta Road
- Zone 7.2:** Watt Avenue, Elverta Road, Roan Court, Pinefield Way, Grey Mare Way
- Zone 8:** Patton Drive, Kelly Drive, Hap Arnold Loop

Feet



**CENTER UNIFIED SCHOOL DISTRICT**  
**APPLICATION FOR INTERDISTRICT TRANSFER**  
**FOR SCHOOL YEAR 20\_\_\_\_ - 20\_\_\_\_**

\_\_\_\_ New Application (Attached copy of current report card to verify academic or grade level) \_\_\_\_\_ Renewal

Pupil's Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Grade \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Address (Street, City, State, Zip) \_\_\_\_\_

Last School Attended \_\_\_\_\_ District \_\_\_\_\_ Grade \_\_\_\_\_

School of Residence \_\_\_\_\_ District \_\_\_\_\_

Requested School \_\_\_\_\_ District \_\_\_\_\_

Reason for Transfer \_\_\_\_\_

Is the pupil enrolled in special education due to a learning, physical, or mental disability? YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, attach a copy of the pupil's current IEP. Also answer the following questions:

Is this application for interdistrict transfer being made by the request of the Special Education Department? YES \_\_\_\_\_ NO \_\_\_\_\_

Is the pupil currently expelled from a school? YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, what is the name of the school district that ordered the expulsion:

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

What is the beginning and ending dates of the expulsion order: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

**PARTICIPATION IN SPORTS:** If the pupil participates in any athletic program governed by the California Interscholastic Foundation (CIF), he/she may not be eligible to participate at the new school. Parent/guardian should check the CIF rules before submitting this application.

BY MY SIGNATURE BELOW, I certify that to the best of my knowledge the information provided in this application is true and correct. If this application is approved, I understand and agree that the requested school district will not provide transportation to the pupil to attend the requested school. I understand and agree that the approval of this application for interdistrict transfer may be revoked at any time if the pupil fails to comply with the school's rules regarding pupil behavior, attendance, including arrival/departure times, and academic standards. (Parent/Guardian must designate in writing an adult to pick up pupil under special circumstances; i.e., accident, illness, suspension, and adjusted day schedule.) I further understand that, if approved, the interdistrict attendance permit is valid for the school year indicated above and that it must be renewed each year.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

**INTERDISTRICT ATTENDANCE PERMIT**  
**FOR SCHOOL YEAR 20\_\_\_\_ - 20\_\_\_\_**

**RESIDENT SCHOOL DISTRICT:** GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_ **REQUESTED SCHOOL DISTRICT:** GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

Authorized Signature (Resident School District) \_\_\_\_\_ Date \_\_\_\_\_ Authorized Signature (Requested School District) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature (Resident SELPA) \_\_\_\_\_ Date \_\_\_\_\_ Authorized Signature (Requested SELPA) \_\_\_\_\_ Date \_\_\_\_\_

**SPECIAL EDUCATION ONLY:** (IPSU to be transferred) SDC/0 \_\_\_\_\_ SDC/1 \_\_\_\_\_ SDC/2 \_\_\_\_\_ RSP \_\_\_\_\_ DIS \_\_\_\_\_

(ATTACH ANY ADDITIONAL COMMENTS PERTAINING TO REQUEST/DENIAL)

\*Parent has the right to appeal the denial of an inter-district transfer request to the County Board of Education only after verification that appeal within the district(s) have been exhausted (E.C. 46601).

DISTRIBUTION: WHITE-DISTRICT OF RESIDENT • CANARY-DISTRICT OF ATTENDANCE • PINK-REQUESTED SCHOOL • GOLDENROD-PARENT

**CENTER UNIFIED SCHOOL DISTRICT**  
**INTRADISTRICT ATTENDANCE APPLICATION**

cf. CUSD Administrative Regulation 5118

This form is to be completed for elementary pupils requesting permission to attend a school outside their attendance area.

**INSTRUCTIONS:**

1. Complete application form.
2. Submit completed form to principal of attendance for approval.
3. Submit form to principal of desired school of attendance.

Date of Application: _____ 20_____		Track _____	
Student's Name: _____		Grade _____	Age _____
Student's Name: _____		Grade _____	Age _____
Student's Name: _____		Grade _____	Age _____
Student's Name: _____		Grade _____	Age _____
Address: _____			
Street _____		City _____	Zip _____
Telephone: (Home) _____		(Work) _____	
Resident School: _____		Elementary School	
Requested School: _____		Elementary School	
Reason for Request: _____			

INTRADISTRICT AGREEMENTS SHALL BE SUBJECT TO REVOCATION IF THE STUDENT'S BEHAVIOR OR ATTENDANCE BECOMES UNSATISFACTORY OR IF CLASSES BECOME OVERCROWDED.

**TRANSPORTATION IS THE RESPONSIBILITY OF THE PARENT**

This agreement is good for the current school year only.  
My signature signifies that I have read and agree to the above conditions.

Signature of Parent/Guardian \_\_\_\_\_

<b><u>RESIDENT SCHOOL:</u></b>	Approved	Denied
Signature of Principal: _____ Date: _____		
<b><u>REQUESTED SCHOOL:</u></b>	Approved	Denied
Signature of Principal: _____ Date: _____		

Copy to:

- Original - Requested School
- Yellow - Resident School
- Pink - Transportation Dept.
- Golden Rod - Parent

# CHS FOOTBALL TRANSPORTATION

## Plan of Action

---

### PREAMBLE

---

The 08/09 football season for the Center High Football Teams and their entourage, which includes the Varsity Team, Junior Varsity Team and the Cheerleaders for both teams is upon us. Six out of the eleven scheduled games are away games that include transportation. These away games occur on Friday nights. The JV Football Team and both Cheerleader Teams depart first, usually around 3:30 pm. Both JV Football and JV Cheerleaders return on the bus about 8:00 pm. The Varsity Football Team subsequently leaves around 5:00 pm and comes back with the Varsity Cheerleaders on the bus about 10:00 pm.

Passenger counts for these trips are on the field trip request sheets that transportation receives. These passenger counts include adults participating in the teams. The JV football team averages 38 passengers. The Varsity Football team averages 48 passengers. The JV Cheerleaders averages 10 passengers. The Varsity Cheerleaders average 14 passengers. The school district buses can hold up to 84 passengers. Charter Buses can hold up to 56 passengers. Consideration needs to be given to equipment brought on the buses and the size of the football players. Some football players do not fit more than two to a seat where some cheerleaders can fit three to a seat. Most of the away game trips are no more than 15 to 30 minutes drive time for the school bus.

The maximum passenger count for these trips will be as follows:

- JV trip to game - 62 (56 will be 2 to a seat, 6 will be 3 to a seat)
- Varsity trip to game - 48 (no more than 2 to a seat)
- \*JV trip return - 48 (no more than 2 to a seat)
- \*Varsity trip return - 62 (56 will be 2 to a seat, 6 will be 3 to a seat)

\*Note: Parents at the games usually bring their own children home. It is not expected on the return trip for the bus to be at the maximum passenger count, especially after the Varsity game.

Commercial School Bus Drivers in California must abide by regulatory laws regarding Hours on Duty. This law dictates commercial drivers are limited to no more than 16 hours On Duty (paid time). Within these 16 hours no more than 10 hours can be drive time. Once the consecutive 16 hours has passed, 8 hour Off Duty (unpaid time) must occur.

- Problems:
1. The trip drivers for our department start their On Duty time each day between 6:00 and 6:30 am. Hence, they need to be Off Duty by 10:00 to 10:30 pm.
  2. The transportation department has no available substitute drivers at this time to cover morning routes for the trip driver to come in later.

---

**PLAN OF ACTION**

---

**FOR ALL AWAY GAMES:**

1. The JV bus with team and cheerleaders will depart at the scheduled time. Right after the JV game is over the JV team and JV cheerleaders will return to Center High School. This bus and driver cannot stay or elongate their time at the away game. Students who want to stay for the Varsity game must arrange for parent transport.
2. The Varsity bus with team and cheerleaders will depart at the scheduled time. The morning transportation dispatcher will drive the trip driver's am route so the trip driver can start their Hours of Duty for that day later. Right after the Varsity game is over the Varsity team and Varsity cheerleaders will return to Center high School.
3. If this plan cannot be achieved due to extreme home to school driver shortage in the am or pm route times, charter buses will be arranged to fill in for the JV trip or the Varsity trip. Last resort will be arranging charter buses for both trips. The Athletic Director and/or the appropriate football coach will be notified as soon as possible when this occurs.
4. Any equipment that does not fit in the bus luggage compartments, or in an available seat, will be the responsibility of the coaches to transport.

*Center Unified School District*

<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b> Superintendent's Office	<b>Action Item</b> _____
<b>To:</b> Board of Trustees	<b>Information Item</b> <u>  X  </u>
<b>Date:</b> October 1, 2008	<b># Attached Pages</b> _____
<b>From:</b> Dr. Kevin J. Jolly, Superintendent	
<b>Principal/Administrator Initials:</b> _____	

**SUBJECT: Board Development**

The Board of Trustees will be reviewing and discussing Board Bylaws 9322 - 9400.

**RECOMMENDATION: information only**

# **CSBA Sample Board Bylaw**

## **Bylaws of the Board**

BB 9322(a)

### **AGENDA/MEETING MATERIALS**

#### **Agenda Content**

Governing Board meeting agendas shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*

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

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

*(cf. 9323 - Meeting Conduct)*

Each meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

#### **Agenda Preparation**

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

*(cf. 0000 - Vision)*

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

*(cf. 9121 - President)*

*(cf. 9122 - Secretary)*

A Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week

## **AGENDA/MEETING MATERIALS (continued)**

before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

*(cf. 9323.2 - Actions by the Board)*

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

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

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

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

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

### **Consent Items**

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.

In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

### **Agenda Dissemination to Board Members**

At least three days before each regular meeting, a copy of the agenda and agenda packet shall be forwarded to each Board member, including the Superintendent or designee's report;

## **AGENDA/MEETING MATERIALS (continued)**

minutes to be approved; copies of communications; reports from committees, staff, citizens, and others; and other available documents pertinent to the meeting.

When special meetings are called, the Superintendent or designee shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.

### **Agenda Dissemination to Members of the Public**

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

If a document is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at the time the document is distributed to a majority of the Board provided that the document is a public record under the Public Records Act and relates to an agenda item for an open session of a regular Board meeting. The Superintendent or designee may also post the document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)

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

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

Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

## **AGENDA/MEETING MATERIALS (continued)**

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

### *Legal Reference:*

#### EDUCATION CODE

35144 *Special meetings*

35145 *Public meetings*

35145.5 *Right of public to place matters on agenda*

#### GOVERNMENT CODE

6250-6270 *Public Records Act*

53635.7 *Separate item of business*

54954.1 *Mailed agenda of meeting*

54954.2 *Agenda posting requirements; board actions*

54954.3 *Opportunity for public to address legislative body*

54954.5 *Closed session item descriptions*

54956.5 *Emergency meetings*

54957.5 *Public records*

#### UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 *Effective communications*

36.303 *Auxiliary aids and services*

#### COURT DECISIONS

Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318

### *Management Resources:*

#### CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2007

Guide to Effective Meetings, rev. 2007

Maximizing School Board Leadership: Boardmanship, 1996

#### ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, rev. 2003

#### CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

#### WEB SITES

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.caag.state.ca.us>

(10/97 11/02) 3/08

# **Board Bylaw**

**BB 9323**

## **Board Bylaws**

### **Meeting Conduct**

#### **Meeting Procedures**

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 - Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 - President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 9:00 p.m. unless extended to a specific time determined by a majority of the Board. School site administrators shall not be required to stay beyond the conclusion of Public Comments unless remaining agenda items pertain to their school.

(cf. 9320 - Meetings and Notices)

#### **Quorum and Abstentions**

The Board shall act by majority vote of all of the membership constituting the Board.  
(Education Code 35164)

(cf. 9323.2 - Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - Conflict of Interest)

If a Board consists of seven members and not more than two vacancies occur on the

Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, if a vacancy exists on the Board, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall be not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

### **Public Participation**

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

(cf. 9130 - Board Committees)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

6. The Board president may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.

The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.

Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.

(Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement.

## **Recording by the Public**

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

(cf. 9324 - Board Minutes and Recordings)

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

### **Legal Reference:**

#### **EDUCATION CODE**

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35010 Prescription and enforcement of rules

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

#### **GOVERNMENT CODE**

54953.5 Audio or video tape recording of proceedings

54953.6 Broadcasting of proceedings

54954.2 Agenda; posting; action on other matters

54954.3 Opportunity for public to address legislative body; regulations

54957 Closed sessions

54957.9 Disorderly conduct of general public during meeting; clearing of room

#### **PENAL CODE**

403 Disruption of assembly or meeting

#### **COURT DECISIONS**

McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275

Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

#### **ATTORNEY GENERAL OPINIONS**

76 Ops.Cal.Atty.Gen. 281 (1993)

66 Ops.Cal.Atty.Gen. 336 (1983)

63 Ops.Cal.Atty.Gen. 215 (1980)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

55 Ops.Cal.Atty.Gen. 26 (1972)

59 Ops.Cal.Atty.Gen. 532 (1976)

### **Management Resources:**

#### **CSBA PUBLICATIONS**

The Brown Act: School Boards and Open Meeting Laws, rev. 2005  
Board Presidents' Handbook, rev. 2002

Maximizing School Board Governance: Boardsmanship

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw CENTER UNIFIED SCHOOL DISTRICT  
adopted: May 2, 2007      Antelope, California

**BB 9323.1**  
**Board Bylaws**

## Order of Business

**Center Unified School District  
Board Of Trustees, Regular Meeting**

Center High School Multi-Purpose Room, Wednesday, \_\_\_\_\_ -7:00 p.m.

## AGENDA

## Status

- I. Call to Order and Roll Call - 6:00 p.m.
  - II. Closed Session - to discuss personnel matters
  - III. Open Session - 7:00 p.m.
  - IV. Flag Salute
  - V. Approval of Minutes                      Action
  - VI. Adoption of Agenda                      Action
  - VII. Staff/Board Communications                      Info
- A. Letters
  - B. CUTA
  - C. CSEA

VIII. Comments from the Audience Regarding Items Not Public on the Agenda Invited	Comments
---	----------

**Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item which is not on this agenda except as authorized by Government Code Section 54954.2.**

- X. New Business Action**

A. Consent Agenda

XI. Advance Planning

A. Future Meeting Date(s)

B. Suggested Agenda Items

XII. Provision for Closed Session

XII. Adjournment

Policy  
Adopted: 12/2/87

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

# **Board Bylaw**

BB 9323.2

## **Board Bylaws**

### **Actions By The Board**

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the members to make a positive or negative decision
3. A vote by a majority of the members when sitting as the Board upon a motion, proposal, resolution, order or ordinance

The Board may take action in a regular meeting on a subject not listed on the published agenda only when it publicly identifies the item to be acted upon in conjunction with one of the following circumstances: (Government Code 54954.2)

1. The Board, by majority vote of its members, determines that the action responds to an emergency situation.

(cf. 9320 - Meetings and Notices)

2. The Board determines, either by a two-thirds majority vote of the members present at the meeting or, if less than two-thirds of the members are present, by a unanimous vote of all members present, that the need to take immediate action came to the district's attention after the posting of the agenda.

3. The matter was properly posted for a previous meeting occurring not more than five days earlier and was continued to the meeting at which action is being taken.

(cf. 9322 - Agenda/Meeting Materials)

The Board shall not take action by secret ballot, whether preliminary or final.  
(Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes.  
(Education Code 35145)

(cf. 9324 - Minutes and Recordings)

### **Challenging Board Actions**

Any demand by the district attorney's office or any interested person to correct a Board action shall be presented to the Board in writing within 90 days of the date when the action was taken. Such demand shall allege a violation of any of the following: (Government Code 54960.1)

1. Government Code 54953, regarding open meeting and teleconferencing
2. Government Code 54954.5, regarding closed session item descriptions
3. Government Code 54954.6, regarding new or increased tax assessments
4. Government Code 54956, regarding special meetings
5. Government Code 54956.5, regarding emergency meetings

If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Any demand to "cure and correct" an alleged violation shall clearly describe the challenged action and the nature of the alleged violation. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct. If the Board decides to not cure or correct the challenged action, the demanding party shall be informed in writing of that decision. (Government Code 54960.1)

If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action. (Government Code 54960.1)

### **Legal Reference:**

#### **EDUCATION CODE**

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-17511 Resolution requiring unanimous vote of all members constituting board

17546 Private sale of personal property

17556-17561 Dedication of real property

17582 District deferred maintenance fund

17583 Deferred maintenance fund; transfer of excess local funds

35144 Special meeting  
35145 Public meetings  
35164 Majority vote of all members constituting board for board action  
35165 Vacancies, effect on majority and unanimous vote  
48660 Establishment of community day schools  
48661 School site restrictions for community day schools

#### CODE OF CIVIL PROCEDURE

1245.240 Eminent domain vote requirements  
1245.245 Eminent domain, resolution adopting different use

#### GOVERNMENT CODE

53094 Authority to render zoning ordinance inapplicable  
53097 Compliance with ordinances  
53097.3 Charter school ordinances  
53724 Parcel tax resolution requirements  
53790-53792 Exceeding the budget  
53820-53833 Temporary borrowing  
53850-53858 Temporary borrowing  
54950 Meetings: declaration; intent; sovereignty  
54952.6 Action taken, definition  
54953 Meetings to be open and public; attendance; secret ballots  
54953.5 Right to record proceedings; conditions  
54954.2 Agenda posting requirements; board actions  
54954.5 Closed session item descriptions  
54954.6 New or increased taxes or assessments; hearings; notice  
54956 Special meetings; call; notice  
54956.5 Emergency meetings in emergency situations  
54960 Action to prevent violations  
54960.1 Challenge of governing board actions  
54960.5 Costs and attorney fees  
65352.2 Coordination with planning agency

#### PUBLIC CONTRACT CODE

3400 Bid specifications  
20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder  
20113 Emergencies, award of contracts without bids

#### COURT DECISIONS

Bell v. Vista Unified School District, (2002) 82 Cal.App.4th 672  
Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

#### Management Resources:

##### CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 1999

##### ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies,, California Attorney General's Office, 2002

##### CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000  
WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw CENTER UNIFIED SCHOOL DISTRICT  
adopted: May 7, 2003      Antelope, California

# **Exhibit**

## **E 9323.2 Board Bylaws**

### **Actions By The Board**

#### **ACTIONS REQUIRING MORE THAN A MAJORITY VOTE**

##### **Actions Requiring a Two-Thirds Vote of the Board:**

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Temporary borrowing before receipt of fiscal income, if implemented pursuant to Government Code 53820-53833 (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ordering city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)  
(cf. 7150 - Site Selection and Development)  
(cf. 7160 - Charter School Facilities)

7. Resolution to transfer excess local funds from a deferred maintenance fund when state funds are insufficient to match local funds being held in the deferred maintenance fund (Education Code 17582, 17583)

8. For districts with an ADA of 2,500 or less seeking to add a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. For K-8 districts (and no higher grades) seeking to add a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

10. For districts desiring to operate a community day school on an existing school site to serve grades K-6 (and no higher grades), certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

(cf. 6185 - Community Day School)

11. Resolution to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

**Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:**

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

**Actions Requiring a Four-Fifths Vote of the Board:**

1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Adoption of a resolution, between July 15 and August 30, to borrow funds of up to 25 percent of the estimated income and revenue to be received by the district during the fiscal year from apportionments based on average daily attendance for the preceding year (Government Code 53822-53824)

3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

**Actions Requiring a Unanimous Vote of the Board:**

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)
2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists (Public Contract Code 20113)

**Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:**

Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

ExhibitCENTER UNIFIED SCHOOL DISTRICT  
version: August 16, 2006 Antelope, California

# **Board Bylaw**

BB 9324

## **Board Bylaws**

### **Minutes And Recordings**

The secretary of the Governing Board shall keep minutes and record all official Board actions. (Education Code 35145, 35163)

(cf. 9323.2 - Actions by the Board)

Copies of the minutes of each regular or special meeting shall be distributed to all Board members with the agenda at a subsequent meeting.

Official Board minutes and recordings shall be stored in a fire-proof location.

### **Recording of Votes**

Motions or resolutions shall be recorded as having passed or failed. Individual votes shall be recorded unless the action was unanimous. All motions and Board resolutions shall be numbered consecutively from the beginning of each fiscal year.

### **Legal Reference:**

#### **EDUCATION CODE**

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

#### **PENAL CODE**

632 Unlawful to intentionally record a confidential communication without consent of all parties to the communication

#### **GOVERNMENT CODE**

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

Bylaw

adopted: October 26, 1994

CENTER UNIFIED SCHOOL DISTRICT

Antelope, California

# **Board Bylaw**

BB 9330

## **Board Bylaws**

### **Membership in Association**

#### **Membership in School Board Associations**

In general, it shall be the intention of the Governing Board to affiliate with county, state and national school boards' associations and with the Association of California School Districts.

The Board shall annually determine with which of the associations it shall affiliate.

#### **Legal Reference:**

Education Code

35172 Promotional activities

35173 Expenses

Bylaw adopted  
by the Board: April 16, 1986

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

# **Board Bylaw**

BB 9400

## **Board Bylaws**

### **Board Self-Evaluation**

The Governing Board shall annually, by the second meeting in January, conduct a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

(cf. 0000 - Vision)

(cf. 2123 - Evaluation of the Superintendent)

The evaluation may address any areas of Board responsibility, including but not limited to Board performance in relation to vision setting, curriculum, personnel, finance, policy, collective bargaining and community relations. The evaluation also may address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other boardsmanship skills.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

The Board shall be evaluated as a whole. Individual Board members also are encouraged to use the evaluation process as an opportunity to privately assess their own personal performance.

Each year the Board, with assistance from the Superintendent, shall determine an evaluation method or instrument that measures a reasonable number of previously identified performance objectives. Videotape of a Board meeting may be used as an evaluation tool only with the consent of all Board members.

Any discussion of the Board's self-evaluation shall be conducted in open session. At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent or others to provide input into the evaluation process.

Following the evaluation, the Board shall develop strategies for strengthening Board performance and shall establish priorities and objectives for the following year's evaluation.

(cf. 9230 - Orientation)

(cf. 9240 - Board Development)

**Legal Reference:**

**GOVERNMENT CODE**

54950-54963 Brown Act; board self-evaluations not covered

**Management Resources:**

**CSBA PUBLICATIONS**

Professional Governance Standards, 2000

Maximizing School Board Leadership, 1996

**WEB SITES**

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

**Bylaw CENTER UNIFIED SCHOOL DISTRICT**

adopted: June 19, 2002      Antelope, California

*Center Unified School District*

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item     X    

To: Board of Trustees

Information Item           

Date: October 1, 2008

#Attached Pages           

From: Dr. Kevin J. Jolly, Superintendent

Principal's Initials:           

**SUBJECT: Adoption of Minutes**

The minutes from the following meeting are being presented:

September 13, 2008 Board Workshop

**RECOMMENDATION: CUSD Board of Trustees approve presented minutes.**

**CONSENT AGENDA**

# **CENTER UNIFIED SCHOOL DISTRICT**

## **BOARD OF TRUSTEES BOARD WORKSHOP**

**Center Unified District Office - Conference Room #5  
8408 Watt Avenue, Antelope, CA 95843**

**Saturday, September 13, 2008**

### **M I N U T E S**

**CALL TO ORDER** - President Friedman called the meeting to order at 10:00 a.m.

**ROLL CALL** - Trustees Present: Mr. Blenner, Mr. Friedman, Mrs. Williams  
Trustees Absent: Mrs. Anderson, Mr. Wilson

Administrators Present: Dr. Jolly, Superintendent  
Scott Loehr, Assist. Supt., Curriculum & Instruction  
Craig Deason, Assist. Supt., Operations & Facilities  
George Tigner, Director of Personnel  
Jeanne Bess, Director of Fiscal Services

**FLAG SALUTE** - led by Gary Blenner.

**ADOPTION OF AGENDA** - approved adoption of agenda as presented.

<b>Motion:</b>	Blenner	<b>Ayes:</b>	Blenner, Friedman, Williams
<b>Second:</b>	Williams	<b>Noes:</b>	none
		<b>Absent:</b>	Anderson, Wilson

Trustee Wilson arrived at 10:05 a.m.

**PUBLIC COMMENTS** - none

### **REPORTS/PRESENTATIONS**

1. **District Goals / Rank Priorities**

Trustee Anderson arrived at 11:00 a.m.

2. **Board Development (9000s)**
3. **Times on Board Agenda**
4. **Facility Use Priority**

Trustee Williams left the meeting at 1:15 p.m.

**ADJOURNMENT** - 2:30 p.m.

<b>Motion:</b>	Blenner	<b>Ayes:</b>	Anderson, Blenner, Friedman, Wilson
<b>Second:</b>	Anderson	<b>Absent:</b>	Williams

Respectfully submitted,

---

Dr. Kevin J. Jolly, Superintendent  
Secretary to the Board of Trustees

---

Matthew L. Friedman, Clerk  
Board of Trustees

---

Adoption Date

*Center Unified School District*

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item     X    

To: Board of Trustees

Information Item           

Date: October 1, 2008

#Attached Pages           

From: Dr. Kevin J. Jolly, Superintendent

Principal's Initials:           

**SUBJECT: Adoption of Minutes**

The minutes from the following meeting are being presented:

September 17, 2008 Regular Meeting

**RECOMMENDATION: CUSD Board of Trustees approve presented minutes.**

**CONSENT AGENDA**

# **CENTER UNIFIED SCHOOL DISTRICT**

## **BOARD OF TRUSTEES REGULAR MEETING**

**Center High School - Theater  
3111 Center Court Lane, Antelope, CA 95843**

**Wednesday, September 17, 2008**

### **M I N U T E S**

**CALL TO ORDER** - President Friedman called the meeting to order at 5:40 p.m.

#### **ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

1. Public Employee Discipline/Dismissal/Release (G.C. §54957)
2. Conference with Labor Negotiator, George Tigner, Re: CSEA and CUTA (G.C. §54957.6)

**CLOSED SESSION** - the Board adjourned into closed session at 5:40 p.m.

**ROLL CALL** - Trustees Present: Mrs. Anderson, Mr. Blenner, Mr. Friedman,  
Mrs. Williams, Mr. Wilson

Administrators Present: Dr. Jolly, Superintendent  
Scott Loehr, Assist. Supt., Curriculum & Instruction  
Craig Deason, Assist. Supt., Operations & Facilities  
George Tigner, Director of Personnel  
Jeanne Bess, Director of Fiscal Services

**OPEN SESSION** - called to order by Mr. Friedman at 6:09 p.m.

**FLAG SALUTE** - led by Mrs. Williams

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** - President Friedman announced that the Board had met in closed session and no action was taken.

**ADOPTION OF AGENDA** - approved adoption of agenda as presented.

**Motion:** Blenner  
**Second:** Anderson

**Vote:** General Consent

It was requested that the agenda be amended to move the Safe School Program Presentation by Capt. Mike Ziegler to the beginning of the reports. The motion was amended by:

**Motion:** Blenner  
**Second:** Anderson

**Vote:** General Consent

#### **STUDENT / STAFF RECOGNITION**

1. **Students and Their Teachers, Recognition for Attaining a Perfect Score on the 2008 STAR Test** - Scott Loehr presented these students, and their teacher from last year, with certificates for obtaining a perfect score on the math portion of the 2008 STAR Test.

## ORGANIZATION REPORTS

1. **CUTA** - Ann Neal, President, reported that they applied for campaign contributions, but found out that CTA can only contribute to the pack if we already have it in place, which we do not have; the deadline had already passed. Spoke to the rep council about the upcoming precinct walk on Saturday; many employees were not aware of the walk. She asked how CUTA can help get the word out.
2. **CSEA** - Marie Huggins, President, reported that the information was sent out to the classified employees about the Measure "N" walk this weekend. She did report that at negotiations CSEA will be working on their sick leave support system to help more employees in the district.

## REPORTS/PRESENTATIONS

5. **Safe School Program Presentation** - Capt. Mike Ziegler, with the Sheriff's Department, gave a report on the Safe School Program in the Center Unified School District.
1. **2008 Academic Performance Index/Adequate Yearly Progress Update** - Scott Loehr, Assistant Superintendent of Curriculum & Instruction, reported the results for each of our schools and the district, discussing the difference from last year's results. He also shared the targets that were met or not met in the AYP.
2. **Global Youth Charter School/ARC Partnership Update** - Addie Ellis, Principal at Global Youth Charter School, reported that they are in the 5<sup>th</sup> year of the program and they currently have 86 students enrolled. She gave the Board information that she had just received at a meeting earlier in the day. Former student Angelo Edwards, spoke about his experience with the program at Global Youth Charter School and how that has helped him today.
3. **Site Student Intervention Report** - Steve Thiessen, Principal at Center High School, spoke about the interventions offered at CHS, such as: homelink, 10<sup>th</sup> grade academy, online math tutorial, afterschool tutorials in all subjects, an attendance plan & committee, Saturday School for trancies and attendance issues, student guidance teams, student study teams, and scheduling that ties the appropriate science and math courses that correspond with each other.
4. **Gang Awareness Report** - Steve Thiessen, Principal at Center High School, talked about the Gang Awareness presentation that was presented to the CHS staff on Monday.
6. **Facilities & Security Report** - Craig Deason, Assistant Superintendent of Operations & Facilities, All items discussed were in the written report. Items 1 & 2 were highlighted. 1) The deductive change order for the AJ Fetco labor will allow us to remove the labor from the Turner contract and pay it out of the project budget as a P.O. 2) The GMP for the stadium project for phase 1 is \$10,196,839. The total GMP is \$11,589,896.
7. **Bond Fund Project Budget Report** - Craig Deason, Assistant Superintendent of Operations & Facilities, introduced Tim Doan from CPM. He focused on the financial portion of the construction projects from the last 5 months.

## PUBLIC COMMENTS

Elizabeth Yarn, grandparent, brought to the Board's attention a problem that she has with transportation for her grandchild who attends on an intradistrict transfer. It was recommended that Ms. Yarn speak with Craig Deason. To be fair to all students on an intradistrict transfer it was also recommended that this item be brought back at the first meeting in October.

**PUBLIC COMMENTS (continued)**

Linda Bender, district employee, shared with the Board the student transportation issues for fall sports. It was recommended that this item be brought back at the first meeting in October.

A recess was taken from 8:47 – 8:56 p.m.

**BOARD/SUPERINTENDENT REPORTS -**

A motion was made to Table this item.

**Motion:** Wilson  
**Second:** Blenner

**Ayes:** Anderson, Blenner, Friedman, Wilson  
**Absent:** Williams (*had not returned yet from break*)

Trustee Anderson mentioned that the Board received a nice letter regarding Matt Chamberlain.

**CONSENT AGENDA**

1. Approved Adoption of Minutes from August 20, 2008 Regular Meeting
2. Approved Certificated Personnel Transactions
3. Approved Classified Personnel Transactions
4. Approved CUSD Employee Benefits Plan
5. Approved Professional Service Agreement: Eaton Interpreting Services, Inc.
6. Ratified Professional Service Agreement: Medicab of Sacramento Sierra LLC
7. Approved Professional Service Agreement: Peggy Moten-Nair
8. Approved 2008/2009 Individual Service Agreements:
  - 2008/09-84 Rancho Learning Center
  - 2008/09-85 Easter Seals
  - 2008/09-86 Sierra - El Camino
  - 2008/09-87 MedTrans
9. Approved CUSD Administrators Certified for Expulsion Hearings
10. Approved Cannon Creek Software for School Conference Scheduler
11. Approved 2008/2009 Master Contract  
Point Quest Education , Inc.
12. Approved CHS FBLA Members to the Annual Leadership Development Institute in Santa Clara
13. Approved Agreement between Child Development Centers and Center Unified School  
District: July 1, 2008 - June 30, 2009
14. Approved Ground Lease Agreement: North Highlands Recreation & Park District to August 31, 2010
15. Approved Amendment #2 - for DLR Group Contract for Spinelli Elementary Modernization Project
16. Approved Amendment #3 - for DLR Group Contract for Dudley Elementary Modernization Projects
17. Approved Disposal of Surplus Vehicles
18. Approved Payroll Orders: July 2008 through June 2009
19. Approved Supplemental Agenda (Vendor Warrants)

**Motion:** Anderson  
**Second:** Blenner

**Ayes:** Anderson, Blenner, Friedman, Wilson  
**Absent:** Williams (*not yet returned from break*)

**INFORMATION ITEMS**

1. Training: "Fitness Anywhere Suspension Trainer Course" - P. Brown (WCR)

**BUSINESS ITEMS**

**A. - CSBA Nomination for Directors-at-Large**

There were no nominations.

**Motion:** Ayes: Anderson, Blenner, Friedman, Wilson  
**Second:** Absent: Williams (*not yet returned from break*)

**B. APPROVED - Resolution #5/2008-09: Requesting Applications for Members of the Citizens' Oversight Committee to Oversee Bond Proceeds, Expenditures and Audits**

**Motion:** Wilson Ayes: Anderson, Blenner, Friedman, Wilson  
**Second:** Blenner Absent: Williams (*not yet returned from break*)

Trustee Williams rejoined the meeting at 8:59 p.m.

**C. APPROVED - First Reading: Exhibit 1240**

**Motion:** Blenner **Vote:** General Consent  
**Second:** Wilson

At 9:00 p.m. there was a motion to extend the meeting for 30 minutes.

**Motion:** Wilson **Vote:** General Consent  
**Second:** Williams

**D. APPROVED - First Reading: BP/AR 5143**

**Motion:** Anderson Ayes: Anderson, Blenner, Friedman, Williams  
**Second:** Blenner Noes: Wilson

**E. APPROVED - First Reading: Board Policies/Regulations/Exhibits**

The motion was to pull these items until the next Board meeting: BP 4132/4232/4332, BP 4161/4261/4361, BP/AR 5112.1, and BP/AR 6142.1; all others were approved.

**Motion:** Blenner Ayes: Anderson, Blenner, Friedman, Williams  
**Second:** Williams Noes: Wilson

**PUBLIC HEARING:** Notification of Compliance With Education Code §60119 for Funds Received under Pupil Textbook and Instructional Materials Incentive Program.

President Friedman opened the public hearing at 9:05 p.m. Mr. Scott Loehr, Assistant Superintendent, Curriculum & Instruction, discussed the compliance requirements and reported that the District is in compliance with ed code requirements for the 2008/09 SY. There were no public comments. The public hearing was closed at 9:05 p.m.

**F. APPROVED - Resolution #4/2008-09: Statement of Assurances Instructional Materials Fund**

**Motion:** Wilson **Vote:** General Consent  
**Second:** Blenner

**G.     APPROVED - CHS Athletic Transportation Plan**

**Motion:** Williams  
**Second:** Anderson

**Vote:**   General Consent

**H.     APPROVED - Resolution #3/2008-09: 2007/08 Gann Limit Resolution & Unaudited Actuals Report**

**Motion:** Anderson  
**Second:** Blenner

**Vote:**   General Consent

**ADVANCE PLANNING**

- a.     *Future Meeting Dates:*
  - i.     *Wednesday, October 1, 2008 @ 6:00 p.m. - Spinelli Elementary School - Cafeteria*
- b.     *Suggested Agenda Items:*
  - i.     *None*

**ADJOURNMENT – 9:11 p.m.**

**Motion:** Wilson  
**Second:** Blenner

**Vote:**   General Consent

Respectfully submitted,

---

Dr. Kevin J. Jolly, Superintendent  
Secretary to the Board of Trustees

---

Donald E. Wilson, Clerk  
Board of Trustees

---

Adoption Date

AGENDA ITEM # **XIV-3**

# *Center Unified School District*

AGENDA REQUEST FOR:

Dept./Site: **Personnel Department**

Action Item **X**

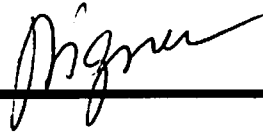
Date: **October 1, 2008**

Information Item

To: **Board of Trustees**

# Attached Pages **1**

From: **George Tigner, Director of Personnel**



**Subject: Certificated Personnel Transactions**

**New Hire**

Jennifer Isaacs, Antelope View Charter School

**Resignation**

Frank McLaughlin, North Country Elementary School

**CONSENT AGENDA**

**Recommendation:** Approve Certificated Personnel Transactions as Submitted

**XIV-3**

**New Hire**


Jennifer Isaacs has been hired as a Sixth Grade Teacher, Antelope View Charter School, effective September 15, 2008.

**Resignation**

Frank McLaughlin has resigned his position as Fifth Grade Teacher, North Country Elementary School, effective October 17, 2008.

AGENDA ITEM # **XIV-4**

*Center Unified School District*

<b>AGENDA REQUEST FOR:</b>		
<b>Dept./Site:</b>	<b>Personnel Department</b>	
<b>Date:</b>	<b>October 1, 2008</b>	<b>Action Item</b> <u>  X  </u>
<b>To:</b>	<b>Board of Trustees</b>	<b>Information Item</b> <u>      </u>
<b>From:</b>	<b>George Tigner,</b> Director of Personnel	<b># Attached Pages</b> <u>  1  </u>
		
<b>SUBJECT: CLASSIFIED PERSONNEL TRANSACTIONS</b>		
 <b>NEW HIRE:</b> Stephanie Franco, Oak Hill Elementary School Terri Gunther, North Country Elementary School Karen Whiteaker, North Country Elementary School		
 <b>RELEASE FROM PROBATION:</b> Liliya Tolok, Center High School		
 <b>RECOMMENDATION:</b> Approve Classified Personnel Transactions as Submitted		

**CONSENT AGENDA**

AGENDA ITEM # **XIV-4**

Stephanie Franco has been hired as an Instructional Specialist, Oak Hill Elementary School, effective September 15, 2008.

Terri Gunther has been hired as an Instructional Assistant, North Country Elementary School, effective September 15, 2008.

Karen Whiteaker has been hired as an Instructional Assistant and Noon Duty Aide, North Country Elementary School, effective September 16, 2008.

Liliya Tolok has been released from her probationary position as Food Service Cashier, Center High School, effective September 12, 2008.

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept. /Site:** Curriculum and Instruction

**Date:** October 1, 2008

**Action Item**   X  

**To:** Board of Trustees

**Information Item**       

**From:** Scott Loehr

**# Attached Pages**       

Assistant Superintendent

**Administrator's Initials:** SL

**SUBJECT:** Professional Service Agreement

**CONSULTANT'S NAME:** Doug Christensen

**COMPANY NAME:** Mad Science of Sacramento Valley

**SERVICE(S) TO BE RENDERED:** Science Enrichment Classes

**DATE(S) OF SERVICE:** North Country (8 Weeks) 10/15/08 – 12/10/08  
Dudley (8 Weeks) 10/16/08 – 12/11/08  
Spinelli (8 Weeks) 10/16/08 – 12/11/08  
Oak Hill (8 Weeks) 2/11/09 – 04/01/09

**PAYMENT PER DAY:** North Country \$102.00 per student  
Dudley \$99.00 per student  
Spinelli \$77.00 per student  
Oak Hill \$96.00 per student

**TOTAL AMOUNT OF CONTRACT:** To be determined.

**FUNDING SOURCE:** GATE

**RECOMMENDATION:** CUSD Board of Trustees approves Professional Services Agreement listed above for the 2007-09 school year.

**CONSENT AGENDA**



Spinelli

Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 29th day of August by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

X Contractor Name: Mad Science of Sacramento Valley  
Address: 3747 West Pacific Ave #H Sacramento CA 95820  
Phone: (916) 736 2924 Taxpayer ID # 20-1828535

X Full description of services to be provided:

Science Enrichment Classes, 8 weeks, 1 hr / wk

X Payment \$ 77 per student CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

X Beginning Date of Service: 10-16-08 X Dates: Frequency of Service: WEEKLY 10/16, 10/23/08, 10/30, 11/6, 11/13, 11/20, 11/27, 12/4  
12/11

X Ending Date of Service: 12-11-08

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)  
☐ Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form)

Total amount of this contract \$ \_\_\_\_\_ Budget # \_\_\_\_\_

Reason service cannot be provided by a District employee: \_\_\_\_\_

Signature of CONTRACTOR: [Signature]  
Signature of District employee requesting service: [Signature]

Signature of Accounting Supervisor: \_\_\_\_\_

Date Board of Trustees Approved \_\_\_\_\_

Signature of Authorized Contracting Official: \_\_\_\_\_

X Date: 8/29/08

Date: 9/3/08

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\* CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE \*\*\*

Spinelli

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Douglas B. Christensen</b>	
Business name, if different from above <b>Mad Science of Sacramento Valley</b>	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>3747 West Pacific Ave, Suite H</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Sacramento, CA 95820</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

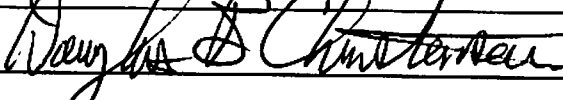
Social security number								
or								
Employer identification number								
2	0	1	8	2	8	5	3	5

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ <b>8/29/08</b>
------------------	--	-----------------------

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Oak Hill



Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 29<sup>th</sup> day of August by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

X Contractor Name: Mad Science of Sacramento Valley

Address: 3747 West Pacific Avenue, Suite H Sacramento, Ca 95820

Phone: (916) 736-2924 Taxpayer ID # 20-1828535

X Full description of services to be provided:  
Science Enrichment Classes, 8 weeks, 1 hr each week

X Payment \$ 96 per Student CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

X Beginning Date of Service: 2-11-09 X Frequency of Service: DAILY 2-11, 2-18, 2-25, 3-04, 3-11, 3-18, 3-25, 4-01

X Ending Date of Service: 4-01-09

Method of Payment and Tax Reporting. (check one)  
☐ Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)  
☐ Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form)

Total amount of this contract \$ \_\_\_\_\_ Budget # \_\_\_\_\_

Reason service cannot be provided by a District employee. \_\_\_\_\_

Signature of CONTRACTOR: [Signature] Date: 8/29/08

Signature of District employee requesting service: [Signature] Date: 9/2/08

Signature of Accounting Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Date Board of Trustees Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Contracting Official: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\* CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE \*\*\*

Oak Hill

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return) <b>Douglas B. Christensen</b>	
Business name, if different from above <b>Mad Science of Sacramento Valley</b>	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>3747 West Pacific Ave, Suite H</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Sacramento, CA 95820</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
2	0	1	8	2	8	5	3	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ <b>8/29/08</b>

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



*Dudley*

Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 29th day of August by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

X Contractor Name: Mad Science of Sacramento Valley  
Address: 3747 West Pacific Ave #H Sacramento CA 95820  
Phone: 916 736 2924 Taxpayer ID # 20-1828535

X Full description of services to be provided:

Science Enrichment Classes, 8 weeks, 1 hr / wk

X Payment \$ 99 per student CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

X Beginning Date of Service: 10-16-08 X Frequency of Service: DAILY 10-16, 10-23, 10-30, 11-6, 11-13, 11-20, 12-04, 12-11

X Ending Date of Service: 12-11-08

Method of Payment and Tax Reporting. (check one)

☐ Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)

☐ Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form)

Total amount of this contract \$ \_\_\_\_\_ Budget # \_\_\_\_\_

Reason service cannot be provided by a District employee.

Signature of CONTRACTOR: *Dan Christensen*

Signature of District employee requesting service: *S. Zane*

Signature of Accounting Supervisor: \_\_\_\_\_

Date Board of Trustees Approved \_\_\_\_\_

Signature of Authorized Contracting Official: \_\_\_\_\_

X Date: 8/29/08

Date: 9/2/08

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\* CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE \*\*\*

*Dudley*

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Douglas B. Christensen</b>	
Business name, if different from above <b>Mad Science of Sacramento Valley</b>	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>3747 West Pacific Ave, Suite H</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Sacramento, CA 95820</b>	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
2	0	1	8	2	8	5	3	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Douglas B. Christensen</i>	Date ▶ <i>8/29/08</i>
------------------	--	-----------------------

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



No. Country

Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 29th day of August by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

X Contractor Name: Mid Science of Sacramento Valley

Address: 3747 West Pacific Avenue Suite A Sacramento CA 95820

Phone: (916) 736-2924

Taxpayer ID # 20-1828535

X Full description of services to be provided:

Science Enrichment Classes, 8 weeks, 1 hr each week

X Payment \$ 102 per Student CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

X Beginning Date of Service: 10-15-08

X Frequency of Service: Daily Weekly 10/15, 10/22, 10/29, 11/5, 11/12, 11/19, 12/3, 12/10

X Ending Date of Service: 12-10-08

Method of Payment and Tax Reporting. (check one)

☐ Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)

☐ Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form)

Total amount of this contract \$ \_\_\_\_\_ Budget # \_\_\_\_\_

Reason service cannot be provided by a District employee: \_\_\_\_\_

Signature of CONTRACTOR: [Signature]

Signature of District employee requesting service: [Signature]

Signature of Accounting Supervisor: \_\_\_\_\_

Date Board of Trustees Approved \_\_\_\_\_

Signature of Authorized Contracting Official: \_\_\_\_\_

X Date: 8/29/08

Date: 9/3/08

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\* CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE \*\*\*

No. Country

Form **W-9**  
(Rev. January 2005)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return) <b>Douglas B. Christensen</b>	
Business name, if different from above <b>Mad Science of Sacramento Valley</b>	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>3747 West Pacific Ave, Suite H</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Sacramento, CA 95820</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number								
2	0	1	8	2	8	5	3	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Douglas B. Christensen</i>	Date ▶ <i>8/29/08</i>
------------------	--	-----------------------

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

## *Center Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: **Instructional Services**  
Date: **October 1, 2008**  
To: **Board of Trustees**  
From: **Scott Loehr**  
**Assistant Superintendent**  
Initials: S.L.

Action Item   X    
Information Item  
# Attached Pages

**SUBJECT:** 2008/2009 Individual Service Agreements

Please approve the following Individual Service Agreements for special education students to receive services at nonpublic school/agencies during the 2008/09 fiscal year.

**Individual Service Agreements:**

2008/09-88 & 89	Bright Futures @ \$ 2,280.00
2008/09-90	Aldar Academy @ 31,185.00

**RECOMMENDATION:** CUSD Board of Trustees approve the 2008-2009 Individual Service Agreements for special education students to receive services.

**CONSENT AGENDA**

## *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Global Youth Charter School

**Date:** September 18, 2008

**To:** Board of Trustees

**From:** Global Youth Charter School

**Action Item**   X  

**Information Item**       

**# Attached Pages**       

**Principal's Initials:**   ALE  

**SUBJECT:** Professional Services Agreement

Please approve professional services agreement for Jorgensen Sports Service to provide CIF referees for 2008 – 2009 seasons.

**CONSENT AGENDA**



Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

# PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

Contractor Name: Jorgensen Sports Service

Address: 4735 Whitney Blvd Rocklin 95677

Phone: (916) 624 4243

Taxpayer ID # 68 04 22424

Full description of services to be provided: Referees for each home sporting event.

Payment \$ \_\_\_\_\_ per \_\_\_\_\_. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

Beginning Date of Service: 08/29/08

Frequency of Service: per home game throughout school year

Ending Date of Service: 05/29/09

Method of Payment and Tax Reporting: (check one)

- ☐ Variable Payroll - W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)  
☐ Accounts Payable - 1099 Generated (Requires completion of W-9 on back of this form).

Total amount of this contract \$ 5,000

Budget # 090700 0.5800 503 1110 1000 01800

Reason service cannot be provided by a District employee: Per CIF must be through official sports organization

Signature of CONTRACTOR: [Signature]

Signature of District employee requesting service: [Signature]

Signature of Accounting Supervisor: \_\_\_\_\_

Date Board of Trustees Approved (If over \$500.00): \_\_\_\_\_

Signature of Authorized Contracting Official: \_\_\_\_\_

Date: 9/3/08

Date: 9/19/08

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\* CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE \*\*\*

Form **W-9**  
(Rev. December 2000)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Please print or type

Name (See Specific Instructions on page 2.)

Jorgensen Sports Service

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box:



Individual/Sole proprietor



Corporation



Partnership



Other ▶

Address (number, street, and apt. or suite no.)

4735 Whitney Blvd

City, state, and ZIP code

ROCKLIN CA 95677

Requester's name and address (optional)

ROCKLIN SCHOOL DISTRICT  
8900 Main Avenue  
Rocklin, California 95623

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

| | | | | |

or

Employer identification number

6810141214124

## Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
Here

Signature of  
U.S. person

[Signature]

Date ▶

9/3/08

## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate form in the Instructions for Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than the appropriate form in the Instructions, you should give the requester your correct TIN and inform the requester that the form is not the correct one.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding and you do not report all your interest and dividends on your tax return.

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully making false statements or omissions may subject you to criminal penalties including fines and/or imprisonment.

**Abuse of TINs.** If the requester discloses or uses your TIN for purposes other than those for which the requester may be subject to civil and criminal penalties.

# INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

## PART I

	YES
<p>1. Has this category of worker already been classified an "employee" by the IRS? <i>Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.</i></p>	NO
<p>2. Is the individual working as an employee prescribed by the Education Code? <i>Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/ 87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.</i></p>	NO
<p>3. Is the individual already an employee of the district in another capacity?</p>	NO
<p>4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i></p>	NO
<p>5. Are there currently employees of the district doing substantially the same services as will be required of this individual?</p>	NO
<p>6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i></p>	YES
<p>7. Are the services, as being provided, an integral part of school operations? <i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.</i></p>	NO

If the answer to any of the above questions is "YES",

### STOP HERE

Do not complete the rest of the questions. The individual is the district employee and must be paid and reported accordingly.

If all of the above are "NO", continue...

4-26-94

# **INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES**

## **PART II**

	YES
8. Must the required services be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval.</i>	✓
9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i>	✓
10. Can this relationship be terminated without the consent of both parties?	✓

If the answer to question 8, 9, or 10 is "YES", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all "NO" continue ...

	YES
11. Does the individual operate an <u>independent</u> trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i>	
12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i>	

If either 11 or 12 are "NO", the individual is a district employee  
-STOP HERE-  
and process the individual through payroll.

If 11 and 12 are both "YES", continue...

YES

<p>13. Does the individual provide all materials and support services necessary for the performance of this service? The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc.. Any necessary assistants would be hired by the individual.</p>	
<p>14. Is this paid by the job or on a commission?</p>	
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of air fare, mileage, etc. for consultants.</p>	1

If 11 and 12 are "YES", 13 through 15 should also be "YES" and are items to be written into the consultant contract. This individual is independent contractor. A "YES" on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as an independent contractor. While there are circumstances where the district might pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.

*paid for a service*

4-26-94

# Form W-4 (2001)

**Purpose.** Complete Form W-4 so your employer can withhold the correct Federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7, and sign the form to validate it. Your exemption for 2001 expires February 18, 2002.

**Note:** You cannot claim exemption from withholding if (1) your income exceeds \$500 and includes more than \$250 of unearned income (e.g., interest and dividends) and (2) another person can claim you as a dependent on their tax return.

**Basic instructions.** If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits, adjustments to

income, or two-earner/two-job situations. Complete all worksheets that apply. They will help you figure the number of withholding allowances you are entitled to claim. However, you may claim fewer (or zero) allowances.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See line E below.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, *How Do I Adjust My Tax Withholding?* for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends,

consider making estimated tax payments Form 1040-ES, *Estimated Tax for Individuals*. Otherwise, you may owe additional tax.

**Two earners/two jobs.** If you have a wife or spouse or more than one job, figure the number of allowances you are entitled to on all jobs using worksheets from only one W-4. Your withholding usually will be most accurate when all allowances are claimed on Form W-4 for the highest paying job and allowances are claimed on the others.

**Check your withholding.** After your Form takes effect, use Pub. 919 to see how the amount you are having withheld compares your projected total tax for 2001. Get Pub. 919, especially if you used the Two-Earner/Two-Worksheet on page 2 and your earnings are \$100,000 (Single) or \$100,000 (Married).

**Recent name change?** If your name on line 1 differs from that shown on your social security card, call 1-800-772-1213 for a new social security card.

## Personal Allowances Worksheet (Keep for your records.)

**A** Enter "1" for yourself if no one else can claim you as a dependent . . . . . **A** \_\_\_\_\_

**B** Enter "1" if: { • You are single and have only one job; or  
• You are married, have only one job, and your spouse does not work; or  
• Your wages from a second job or your spouse's wages (or the total of both) are \$1,000 or less. . . . . . **B** \_\_\_\_\_

**C** Enter "1" for your spouse. But, you may choose to enter -0- if you are married and have either a working spouse or more than one job. (Entering -0- may help you avoid having too little tax withheld.) . . . . . **C** \_\_\_\_\_

**D** Enter number of dependents (other than your spouse or yourself) you will claim on your tax return . . . . . **D** \_\_\_\_\_

**E** Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) . . . . . **E** \_\_\_\_\_

**F** Enter "1" if you have at least \$5,000 of child or dependent care expenses for which you plan to claim a credit. . . . . **F** \_\_\_\_\_  
(Note: Do not include child support payments. See Pub. 503, *Child and Dependent Care Expenses*, for details.)

**G** Child Tax Credit (including additional child tax credit):  
• If your total income will be between \$10,000 and \$15,000 (\$15,000 and \$20,000 if married), enter "1" for each eligible child.  
• If your total income will be between \$15,000 and \$20,000 (\$20,000 and \$25,000 if married), enter "1" if you have two eligible children, enter "2" if you have three or four eligible children, or enter "3" if you have five or more eligible children. . . . . **G** \_\_\_\_\_

**H** Add lines A through G and enter total here. (Note: This may be different from the number of exemptions you claim on your tax return.) ▶ **H** \_\_\_\_\_

For accuracy, complete all worksheets that apply. { • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.  
• If you are single, have more than one job and your combined earnings from all jobs exceed \$10,000, or if you are married and have a working spouse or more than one job and the combined earnings from all jobs exceed \$15,000, see the Two-Earner/Two-Job Worksheet on page 2 to avoid having too little tax withheld.  
• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form **W-4**  
Department of the Treasury  
Internal Revenue Service

## Employee's Withholding Allowance Certificate

OMB No. 1545-0010

**2001**

▶ For Privacy Act and Paperwork Reduction Act Notice, see page 2.

1 Type or print your first name and middle initial		Last name	2 Your social security number	
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the Single box.		
City or town, state, and ZIP code		4 If your last name differs from that on your social security card, check here. You must call 1-800-772-1213 for a new card. ▶ <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5		
6 Additional amount, if any, you want withheld from each paycheck		6 \$		
7 I claim exemption from withholding for 2001, and I certify that I meet both of the following conditions for exemption: • Last year I had a right to a refund of all Federal income tax withheld because I had no tax liability and • This year I expect a refund of all Federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here		7		
Under penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate, or I am entitled to claim exempt status.				
Employee's signature (Form is not valid unless you sign it.) ▶				
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS)		9 Office code (optional)		10 Employer identification number

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**Date:** October 1, 2008

**Action Item**   X  

**To:** Board of Trustees

**Information Item**           

**From:** Craig Deason, Assist. Supt.

**# Attached Pages**   2  

**Assist.Supt. Initials:**   CD  

**SUBJECT:** Wilson Riles Middle School Field Events Upgrade Project -  
Ratify Change Order #1

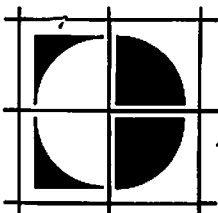
Attached for your review and ratification is Change Order #1 for the Field Events Upgrade Project for Wilson C. Riles Middle School.

Original Contract Amount	\$ 179,641.00
Change Order #1	\$ ( 25,000.00)
<b>New Total</b>	<b>\$ 154,641.00</b>

This change order amount returns the unused allowance to the District.

**RECOMMENDATION:** That the Board of Trustees ratify Change Order #1 for the Field Events Upgrade Project.

**CONSENT AGENDA**



Kirk S. Brainerd  
Architect

REC'D AUG 18 2008  
RET'D SEP 08 2008

## CHANGE ORDER

PROJECT: Wilson Riles Middle School  
Field Events Upgrade

CHANGE ORDER NO: 1

DISTRIBUTED TO

OWNER: Center Unified School District  
CONTRACTOR: AC Engineering, Inc.  
DSA# 02-109605  
OPSC#N/A

Date: August 14, 2008  
Job#: 0728

OWNER  
ARCHITECT  
CONTRACTOR  
INSPECTOR

### THE CONTRACT IS CHANGED AS FOLLOWS:

The following list changes, deletes, adds, modifies, or otherwise clarifies the Scope of Work, Drawings, and or/ Specifications for the Contract and shall be included as a part of the Contract Agreement.

See Attachment "A" for a complete description of the work.

The Architect has reviewed the figures submitted by the Contractor and they have been reviewed and accepted by the Owner.

I believe this request is valid and recommend your approval for acceptance.

THE ORIGINAL CONTACT SUM WAS.....\$179,641.00  
NET CHANGE BY PREVIOUSLY APPROVED CHANGE ORDERS..... \$0  
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS.....\$179,641.00  
THE CONTRACT SUM WILL BE CHANGED BY THIS CHANGE ORDER IN THE AMOUNT OF.....(\$25,000.00)  
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE.....\$154,641.00  
THE CONTRACT TIME WILL BE INCREASED BY.....(0)days

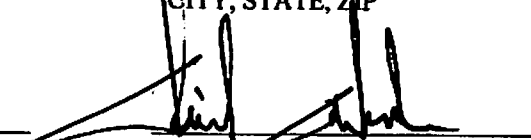
**NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR**

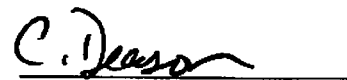
Kirk S. Brainerd - Architect  
ARCHITECT  
3510 Coon Hollow Ct.  
ADDRESS  
Placerville, Ca. 95667  
CITY, STATE, ZIP

AC Engineering  
CONTRACTOR  
575 Display Way  
ADDRESS  
Sacramento, Ca. 95838  
CITY, STATE, ZIP

Center USD  
OWNER  
8408 Watt Ave.  
ADDRESS  
Antelope, Ca. 95843  
CITY, STATE, ZIP

  
BY: Kirk Brainerd

  
BY: Contractor

  
BY: Owner

Attachment "A"  
Wilson Riles Middle School  
Field Events Upgrade Project

**Change Order No.1**  
August 14, 2008

Item #1 – Change Order Request #1

**Description:** Return unused allowance to District

**Explanation:** The allowance was not needed

**Requested By:** District

**Additional Days:** 0

**Change in Contract Amount:** Delete \$25,000.00

---

**Total Change to Contract** **Delete \$25,000.00**

**Total number of additional days** **Add 0 days**

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**Date:** October 1, 2008

**Action Item**   X  

**To:** Board of Trustees

**Information Item**           

**From:** Craig Deason, Assist. Supt.

**# Attached Pages**           

**Assist.Supt. Initials:**   CD  

**SUBJECT:** Resolution #6/2008-09 - Adopting Plans and Specifications for the Center High School Athletic Facilities Upgrades Project and Ratifying the Site Lease and Facilities Lease

By adopting Resolution No. #8/2007-08 on January 16, 2008, the Board approved use of the "Lease-Leaseback" project delivery method for the Center High School Athletic Facilities Upgrades Project ("Project"). The "Lease-Leaseback" process is allowed by Education Code section 17406 "without advertising for bids." Also in Resolution No. # 8/2007-08, the Board authorized the Superintendent to negotiate and execute with an appropriately licensed contractor, a Site Lease and Facilities Lease, including related Construction Provisions, providing for construction of the Project, to be later ratified by the Board.

According to Education Code Section 17402, the Board must adopt the plans and specifications for the Project ("Plans and Specifications," as listed in Attachment No. 1, entitled Plans and Specifications, to Exhibit D, entitled Construction Provisions, to the Facilities Lease), as approved by the Division of State Architect ("DSA"). DSA has now approved the Plans and Specifications under Education Code Sections 17280 et seq. The Plans and Specifications are presented to the Board at this time, in order that it may approve their use for the Project.

The Site Lease and Facilities Lease, including related Construction Provisions, have been negotiated and executed by and between the Superintendent (and his representatives) and Roebbelen Contracting, Inc., licensed as a contractor by the California Department of Consumer Affairs, Contractors State License Board, under number 734124, which includes a Class-A general engineering contractor license, a Class-B general building contractor license, and a Class-C-8 concrete specialty contractor license, which comprise appropriate licensure to build the Project. The Site Lease and Facilities Lease, including related Construction Provisions, are presented to the Board at this time, in order that it may consider them and, if acceptable, ratify them.

These steps are needed in order to proceed with construction of the Project.

**RECOMMENDATION:** That the Board of Trustees adopt the Plans and Specifications and ratify the Site Lease and Facilities Lease, including related Construction Provisions, for the Project.

**CONSENT AGENDA**

Resolution No. #6/2008-09

RESOLUTION OF THE BOARD OF EDUCATION OF THE CENTER  
UNIFIED SCHOOL DISTRICT ADOPTING PLANS AND SPECIFICATIONS  
FOR THE CENTER HIGH SCHOOL ATHLETIC FACILITIES UPGRADES  
PROJECT AND RATIFYING THE SITE LEASE AND FACILITIES LEASE  
FOR THE CENTER HIGH SCHOOL ATHLETIC FACILITIES UPGRADES  
PROJECT

WHEREAS, the Center Unified School District ("District") desires to construct certain improvements and structures at the Center High School campus, property owned by the District ("Site"), which improvements are described as the Center High School Athletic Facilities Upgrades Project ("Project");

WHEREAS, the District, by Resolution #8/2007-08, authorized use of the lease, leaseback project delivery method for the Project, and authorized the Superintendent to take certain steps to effect construction of the Project through the lease, leaseback project delivery method;

WHEREAS, pursuant to Education Code Section 17402, the plans and specifications for the Project must be prepared and adopted prior to entering into the Site Lease and Facilities Lease for the Project, and such plans and specifications have been prepared for the Project ("Plans and Specifications," as listed in Attachment No.1, entitled Plans and Specifications, to Exhibit D, entitled Construction Provisions, to the Facilities Lease);

WHEREAS, pursuant to Education Code Sections 17280 *et seq.*, the Division of State Architect ("DSA") has given its preliminary approval of the Plans and Specifications for the Project, subject to minor revisions, if any;

WHEREAS, the District desires to adopt the Plans and Specifications for the Project subject to minor revisions which are required by DSA as part of DSA's approval of the Plans and Specifications, if any;

WHEREAS, the District, by and through the Superintendent's exercise of the authority granted under Resolution #8/2007-08, has negotiated and executed the Site Lease and Facilities Lease for the Project with ROEBBELEN CONTRACTING, INC. ("Contractor"), to construct the Project on the Site, and sublease the underlying Site and Project back to the District;

WHEREAS, the Site Lease and Facilities Lease for the Project have been provided to, and reviewed by, the Governing Board;

WHEREAS, in order to ensure that sufficient funds will be available to pay all costs for each Project, the District desires to appropriate funds for each Project from its current fiscal year;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE CENTER UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1.     Recitals. All of the recitals herein contained are true and correct.

Section 2.     Approval of Process and Adoption of Plans. The Governing Board hereby adopts the Plans and Specifications approved by DSA for the Project, subject to any minor required revisions.

Section 3.     Ratification of the Site Lease and Facilities Lease. The Governing Board hereby ratifies the Site Lease and Facilities Lease for the Project, as executed by and between the District and Contractor.

Section 4.     Effective Date. This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of October 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Matthew L. Friedman, President of the Center Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of the Board.

---

President of the Board of Education  
Center Unified School District

I, Donald E. Wilson, Clerk of the Board of Education of the Center Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Center Unified School District at a regularly scheduled meeting thereof held on the 1<sup>st</sup> day of October 2008, by the forgoing vote.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Official Seal of the Center Unified School District this 1<sup>st</sup> day of October 2008.

---

Clerk of the Board of Education  
Center Unified School District

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Atkinson, Andelson, Loya, Ruud & Romo  
A Professional Corporation  
5776 Stoneridge Mall Road, Suite 200  
Pleasanton, CA 94588  
Attention: Patrick A. Gunn

This document is recorded for the benefit of the CENTER  
UNIFIED SCHOOL DISTRICT, and recording is fee exempt  
under Section 6103 of the Government Code.

---

**FACILITIES LEASE  
(ATHLETIC FACILITIES UPGRADES PROJECT)**

by and between

**ROEBBELEN CONTRACTING, INC.**  
as Sublessor

and

**CENTER UNIFIED SCHOOL DISTRICT**  
as Sublessee

Dated as of \_\_\_\_\_, 2008

## **FACILITIES LEASE**

**THIS FACILITIES LEASE** ("Facilities Lease"), made as of \_\_\_\_\_, 2008 ("Effective Date"), is made and entered into by and between ROEBBELEN CONTRACTING, INC., a California corporation duly organized and existing under the laws of the State of California, as sublessor ("Contractor"), and CENTER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, as sublessee ("District").

### **RECITALS**

WHEREAS, the District desires to provide for the construction of the Center High School Athletic Facilities Upgrades Project as more particularly described in Exhibit "A" attached hereto, which is incorporated herein by this reference (the "Project");

WHEREAS, on the date hereof, the District has leased the real property described in Exhibit "B" to the Contractor for the construction of the Project (the "Site") pursuant to the terms of a Site Lease by and between the District and the Contractor dated concurrently herewith;

WHEREAS, the District is authorized under section 17406 of the Education Code of the State of California to lease the Site to the Contractor, and to have the Contractor construct the Project on the Site and sublease the Site and the Project to the District, and the Governing Board of the District (the "Board") has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Contractor is authorized to sublease the Site to District as sublessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Board has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to the Contractor and by immediately entering into this Facilities Lease under which the District will sublease the Site and the Project from the Contractor and make Lease Payments on the dates and in the amounts as set forth in the payment schedule attached hereto as Exhibit "C" (the "Lease Payment Schedule").

WHEREAS, the District has performed all acts, conditions and things required to have happened and to have been performed precedent to and in connection with the execution and creation of this Facilities Lease and all such acts, conditions and things have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Facilities Lease;

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS AND EXHIBITS**

Section 1.1. Definitions. Unless the context clearly requires otherwise, the terms defined in this Section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

“Construction Provisions” means the terms and conditions for construction of the Project as set forth in Exhibit “D”.

“Contractor” means ROEBBELEN CONTRACTING, INC., a California corporation organized and existing under the laws of the State of California, its successors and assigns.

“Contractor Representative” means TERENCE J. STREET, President and Chief Executive Officer of the Contractor, or any person authorized to act on behalf of the Contractor under or with respect to this Facilities Lease as evidenced by a resolution conferring such authorization adopted by the Board of Directors of the Contractor or as so designated by the President and Chief Executive Officer of the Contractor.

“District” means the CENTER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California.

“District Representative” means the Superintendent or any Assistant Superintendent of the District, the Director of Facilities of the District, or any other person authorized by the Board to act on behalf of the District under or with respect to this Facilities Lease.

“Event of Default” means one or more events of default as defined in Section 9.1 of this Facilities Lease.

“Facilities Lease” means this Facilities Lease together with any duly authorized and executed amendment hereto.

“Lease Payment” means any payment required to be made by the District pursuant to Section 4.5 of this Facilities Lease and as set forth in Exhibit “C” hereto.

“Lease Payment Schedule” shall mean the payment schedule attached hereto as Exhibit “C.”

“Permitted Encumbrances” means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of Section 5.1 hereof, permit to remain unpaid; (ii) the Site Lease; (iii) this Facilities Lease; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease and which will not materially impair the use of the Site; and (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions

or restrictions established following the date of recordation of this Facilities Lease and to which the Contractor and the District consent in writing which will not impair or impede the operation of the Site.

“Project” means the improvements and equipment to be constructed and installed by the Contractor as more particularly described in Exhibit “A” attached hereto and the approved Plans and Specifications for the Project, and includes, unless the context requires otherwise, the Site.

“Site” means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit “B” attached hereto.

“Site Lease” or “Lease” means the Site Lease dated concurrently herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.

“Term of this Facilities Lease” or “Term” means the time during which this Facilities Lease is in effect, as provided for in Section 4.2 of this Facilities Lease.

Section 1.2. Exhibits. The following Exhibits are attached hereto and by this reference incorporated and made a part of this Facilities Lease:

Exhibit A - DESCRIPTION OF PROJECT: The description of the Project.

Exhibit B - DESCRIPTION OF SITE: The description of the real property constituting the Site.

Exhibit C - SCHEDULE OF LEASE PAYMENTS: The schedule of Lease Payments to be paid by the District hereunder.

Exhibit D - CONSTRUCTION PROVISIONS: The terms and conditions for the construction of the Project.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Contractor as follows:

(a) Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

(c) No Violations. Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

Section 2.2. Representations, Covenants and Warranties of the Contractor. The Contractor represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence. The Contractor is a California corporation duly organized and existing under the laws of the State of California, has power to enter into this Facilities Lease and the Site Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the documents and agreements referenced herein and therein.

(b) No Encumbrances. The Contractor will not pledge the Lease Payments or other amounts derived from the Site and from its other rights under this Facilities Lease, and will not mortgage or encumber the Site, except as provided under the terms of this Facilities Lease.

(c) No Violations. The execution and delivery of this Lease and the Site Lease, and the fulfillment of and compliance with the terms and conditions hereof and thereof, and the consummation of the transactions contemplated hereby or thereby, do not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Contractor is now a party or by which the Contractor is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Contractor, or upon the Site, except Permitted Encumbrances.

(d) No Assignments. Except as provided herein, the Contractor will not assign this Facilities Lease, its right to receive Lease Payments and prepayments from the District, or its duties and obligations hereunder to any other person, firm or Contractor so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) Authorization. The Contractor has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

### **ARTICLE III**

#### **CONSTRUCTION OF PROJECT**

Section 3.1. The Contractor agrees to cause the Project to be constructed and installed in accordance with the DSA approved Plans and Specifications, and the Construction Provisions for the Project which are attached hereto as Exhibit "D". The Contractor agrees that it will cause the construction and installation of the Project to be diligently performed. The District and the Contractor may approve changes in the plans and specifications for the Project as provided in the Construction Provisions. The Contractor will cooperate at all times with the District in bringing about the timely completion of the Project. The definition and description of the Project contained herein may be amended by the District from time to time.

### **ARTICLE IV**

#### **AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE SITE**

Section 4.1. Lease of Property; No Merger. The Contractor hereby leases the Project and the Site to the District, and the District hereby leases said Project and Site from the Contractor upon the terms and conditions set forth in this Facilities Lease. The leasing of the Site by the Contractor to the District shall not effect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease, and the Contractor shall continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease. As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

Section 4.2. Term of Facilities Lease. The Term of this Facilities Lease shall commence on the date hereof, and shall terminate on the completion of the Project and payment of the last Lease Payment, as provided in the Lease Payment Schedule.

Section 4.3. Termination of Term. The Term of this Facilities Lease shall terminate upon the earliest of any of the following events:

(a) an Event of Default by District and the Contractor's election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

(b) the arrival of the last day of the Term of this Facilities Lease and/or payment of all Lease Payments hereunder.

Section 4.4. Possession. The District may take possession of the Project hereunder as it is completed.

Section 4.5. Lease Payments.

(a) Obligation to Pay. Subject to the provisions of Articles III, VI and X hereof, the District agrees to pay to the Contractor, its successors and assigns, as rental for the use and occupancy of the Project and the Site, the Lease Payments in the amounts specified in the Lease Payment Schedule. Pursuant to the Lease Payment Schedule, Lease Payments shall be made for the Site and portions of the Project as construction of the Project is completed. All Lease Payments will be subject to and not exceed the Final Guaranteed Maximum Sum set forth in the Construction Provisions.

(b) Lease Payments to Constitute Current Expense of the District. The District and the Contractor understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated, or otherwise legally available, for the purpose of paying Lease Payments or other payments due hereunder as consideration for use of the Site during the fiscal year of the District for which such funds were budgeted and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments which may become due hereunder. The District has not pledged the full faith and credit of the District, the State of California or any agency or department thereof to the payment of the Lease Payments or any other payments due hereunder.

(c) Appropriation. The District has appropriated that portion of the Guaranteed Maximum Sum to be earned during the current fiscal year from the District's current fiscal year and/or State funds to be received during the District's current fiscal year, and has segregated or will segregate such funds in a separate account to be utilized solely for Lease Payments. The District will do so for each fiscal year during which the Project is to be constructed or lease payments are to be made.

Section 4.6. Quiet Enjoyment. Excepting any interference resulting from the Contractor's performance pursuant to the Construction Provisions, during the term of this Facilities Lease, the Contractor shall provide the District with quiet use and enjoyment of the Site, and the District shall during such term peaceably and quietly have and hold and enjoy the

Site, without suit, trouble or hindrance from the Contractor, except as expressly set forth in this Facilities Lease. At the request of the District, the Contractor will join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Contractor may lawfully do so. Notwithstanding the foregoing, the Contractor shall have the right to enter upon and inspect the Site as provided in Section 7.1 hereof.

Section 4.7. Title. During the Term of this Facilities Lease, the District shall hold title to the Site and obtain title to the Project from the Contractor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as construction progresses and Lease Payments are made to Contractor. During the term of this Facilities Lease, the Contractor shall have a leasehold interest in the Site pursuant to the Site Lease.

If the District prepays the Lease Payments in full pursuant to Article X hereof or makes an advance deposit pursuant to Section 10.1 hereof, or pays all Lease Payments, all remaining right, title and interest of the Contractor, if any, in and to the Project and the Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer.

Section 4.8. Abatement of Rental in the Event of Substantial Interference With Use and Occupancy of the Project and the Site. The amount of Lease Payments for the Project and the Site shall be abated during any period in which there is substantial interference with the use and occupancy of the Project and the Site by the District, by reason of delay in the completion of the Project beyond the final completion date specified in the Construction Provisions. The amount of such abatement shall be agreed upon by the District and the Contractor such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portion of the Project and the Site, if any, with respect to which there is no such substantial interference. Such abatement shall continue for the period commencing with such substantial interference and ending with the termination of such interference.

Section 4.9. Fair Rental Value. The Lease Payments and any prepayment thereof constitute the total rental for the Project and the Site and shall be paid by the District as set forth in Exhibit "C" hereto for and in consideration of the right to use and occupy the Project and the Site during each month, and the continued quiet use and enjoyment thereof. District and Contractor have agreed and determined that the total Lease Payments and any prepayment thereof do not exceed the fair rental value. In making such determination, consideration has been given to the obligations of the parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the Site, and the benefits therefrom which will accrue to the District and the general public.

## **ARTICLE V**

### **MAINTENANCE; TAXES; AND OTHER MATTERS**

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Except as provided for in the Construction Provisions, the repair and maintenance of the Project and the Site shall be the responsibility of the District.

If applicable, the District shall also pay or cause to be paid all taxes and assessments of any type or nature charged to the Contractor or District affecting the Project and the Site.

## **ARTICLE VI**

### **EMINENT DOMAIN**

#### **Section 6.1. Eminent Domain.**

(a) Eminent Domain Takings. If all of the Project and the Site shall be taken permanently under the power of eminent domain, the term of this Facilities Lease shall cease as of the day possession shall be so taken. If less than all of the Project and the Site shall be taken permanently, or if all of the Project and the Site or any part thereof shall be taken temporarily, under the power of eminent domain:

(1) this Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary; and,

(2) there shall be a partial abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.

(b) From Eminent Domain Award. The net proceeds of any eminent domain or condemnation shall be payable to the District.

## **ARTICLE VII**

### **ACCESS**

Section 7.1. The Contractor shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to the Construction Provisions. The District shall have the right at all reasonable times to enter upon the Site for whatever purpose District chooses subject to compliance with section 24 of the Construction Provisions.

## **ARTICLE VIII**

### **ASSIGNMENT, SUBLEASING; AMENDMENT**

Section 8.1. Assignment and Subleasing by the District. This Facilities Lease may not be assigned by the District. Any sublease shall be subject to all of the following conditions:

(a) This Facilities Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District; and

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Contractor a true and complete copy of such sublease; and

(c) No such sublease by the District shall cause the Project or the Site to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

Section 8.2. Amendment of this Facilities Lease. Without the written consent of the Contractor, the District will not alter, modify or cancel, or agree or consent to alter, modify or cancel this Facilities Lease.

## **ARTICLE IX**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Facilities Lease and the terms "Event of Default" and "default" shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

(a) Failure by the District to pay any undisputed Lease Payment or other undisputed payment required to be paid hereunder at the time specified herein.

(b) Failure by the District to observe and perform any covenant, condition or agreement in this Facilities Lease on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Contractor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Contractor shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District to promptly lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Contractor to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition hereof and upon the breach thereof, the Contractor may exercise any

and all rights of entry and re-entry upon the Project and the Site, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be affected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Contractor, the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Facilities Lease and the performance of all conditions herein contained. In such event, rent and/or damages shall be payable to the Contractor at the time and in the manner as herein provided, to wit:

(a) In the event the Contractor does not elect to terminate this Facilities Lease in the manner herein provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Contractor for any deficiency arising out of the re-letting of the Project and the Site, or, in the event the Contractor is unable to re-let the Project and the Site, then for the full amount of all Lease Payments to the end of the Term of this Facilities Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinbefore provided for the payment of Lease Payments hereunder, notwithstanding such entry or reentry by the Contractor or any suit in unlawful detainer, or otherwise, brought by the Contractor for the purpose of affecting such re-entry or obtaining possession of the Project and the Site or the exercise of any other remedy by the Contractor. The District hereby waives any and all claims for damages caused or which may be caused by the Contractor in re-entering and taking possession of the Project and the Site as herein provided and all claims for damages that may result from the destruction of or injury to the Project and the Site and all claims for damages to or loss of any property belonging to the District that may be in or upon the Project and the Site. The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of the Contractor to re-rent the Project and the Site in the event of such re-entry without affecting a surrender of this Facilities Lease, and further agrees that no acts of the Contractor in affecting such re-renting or re-leasing shall constitute a surrender or termination of this Facilities Lease irrespective of the term for which such re-leasing or re-renting is made or the terms and conditions of such re-leasing or re-renting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Facilities Lease shall vest in the Contractor to be affected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof.

(b) In an event of default by the District hereunder, the Contractor at its option may terminate this Facilities Lease and re-rent or re-lease all or any portion of the Project and the Site for the remaining Term of this Facilities Lease, and no longer. In the event of the termination of this Facilities Lease by the Contractor at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Project and the Site by the Contractor in any manner whatsoever or the re-renting or re-leasing of the Project and the Site), the District nevertheless agrees to pay the Contractor's reasonable costs, losses or damages, payable at the same time and in the same manner as herein provided for Lease Payments. The Net Proceeds relating to the re-renting of the Site and the Project shall be used in the manner set forth in Section 9.6 hereof. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Contractor shall of itself operate to terminate this Facilities Lease, and no termination of this

Facilities Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Contractor shall have given written notice to the District of the election on the part of the Contractor to terminate this Facilities Lease. The District covenants and agrees that no surrender of the Site for the remainder of the Term hereof or any termination of this Facilities Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Contractor by such written notice.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Contractor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Contractor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6. Application of Proceeds. All net proceeds received from the re-rent, re-lease or other disposition of the Project and the Site under this Article, and all other amounts derived by the Contractor as a result of an Event of Default hereunder, shall be applied to the Lease Payments in order of payment date and, in the case of the Net Proceeds received from the re-renting or re-leasing of the Project and the Site pursuant to Section 9.2(b), all such proceeds shall be applied to the prepayment of the Lease Payments in accordance with Section 10.2 hereof.

## **ARTICLE X**

### **PREPAYMENT OF LEASE PAYMENTS**

Section 10.1. Advance Payment Of All Lease Payments. Notwithstanding any other provision of this Facilities Lease, the District may, so long as the District is not in default hereunder, secure the payment of Lease Payments by a deposit with the Contractor of cash in an amount which is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment Schedule set forth in Exhibit "C" hereto. In the event of a deposit pursuant to this Section, all obligations of the District under this Facilities Lease, and all security provided by this Facilities Lease for said obligations, shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, Lease

Payments from the deposit made by the District pursuant to this Section, and any title interest held by Contractor, if any, to the Project and/or the Site shall revert to the District on the date of said deposit automatically and without further action by the District or the Contractor.

Section 10.2. Optional Prepayment. The District may prepay the Lease Payments, in whole or in part, at any time. The District shall give the Contractor written notice of its intention to exercise its option and the date and amount of such prepayment not less than fifteen (15) days in advance of the date of exercise.

## **ARTICLE XI**

### **MISCELLANEOUS**

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

If to the Contractor: ROEBBELEN CONTRACTING, INC.  
1241 Hawks Flight Court  
El Dorado Hills, CA 95762  
Attn: Terence J. Street, President and CEO

If to District: CENTER UNIFIED SCHOOL DISTRICT  
8408 Watt Avenue  
Antelope, CA 95843-9116  
Attn: Dr. Kevin J. Jolly, Superintendent

With a Copy to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
The Atrium  
5776 Stoneridge Mall Road, Suite 200  
Pleasanton, CA 94588  
Attn: Patrick A. Gunn, Esq.

The Contractor and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Binding Effect. This Facilities Lease shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

Section 11.3. Severability. In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4. Net-Net-Net Lease. This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and District and Contractor hereby agree that the Lease Payments

shall be an absolute net return to the Contractor, free and clear of any expenses, charges or setoffs whatsoever.

Section 11.5. Further Assurances and Corrective Instruments. The Contractor and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Facilities Lease.

Section 11.6. Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 11.7. Applicable Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 11.8. Contractor and District Representatives. Whenever under the provisions of this Facilities Lease the approval of the Contractor or the District is required, or the Contractor or the District is required to take some action at the request of the other, such approval or such request shall be given for the Contractor by the Contractor Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 11.9. Captions. The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Facilities Lease, nor the construction or interpretation of any part thereof.

Section 11.10. Prior Agreements. This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Facilities Lease may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

Section 11.11. Attorney's Fees. If either party brings an action or proceeding involving the Project, the Site, or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear its own attorney fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have caused this Facilities Lease to be executed by their respective officers thereunto duly authorized, as of the Effective Date.

**CENTER UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Kevin J. Jolly, Superintendent

Attest: \_\_\_\_\_  
Clerk of the Governing Board  
CENTER UNIFIED SCHOOL DISTRICT

**ROEBBELEN CONTRACTING, INC.**

By: \_\_\_\_\_  
Terence J. Street, President and CEO

Approved as to form:

**ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

By: \_\_\_\_\_  
Patrick A. Gunn, Legal Counsel  
for CENTER UNIFIED SCHOOL DISTRICT

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California            )  
  ) ss.  
County of                        )

On \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California            )  
  ) ss.  
County of                        )

On \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

## ALL-PURPOSE ACKNOWLEDGMENT

[illegible]

On \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

**WITNESS my hand and official seal.**

**Signature of Notary**

## **EXHIBIT “A”**

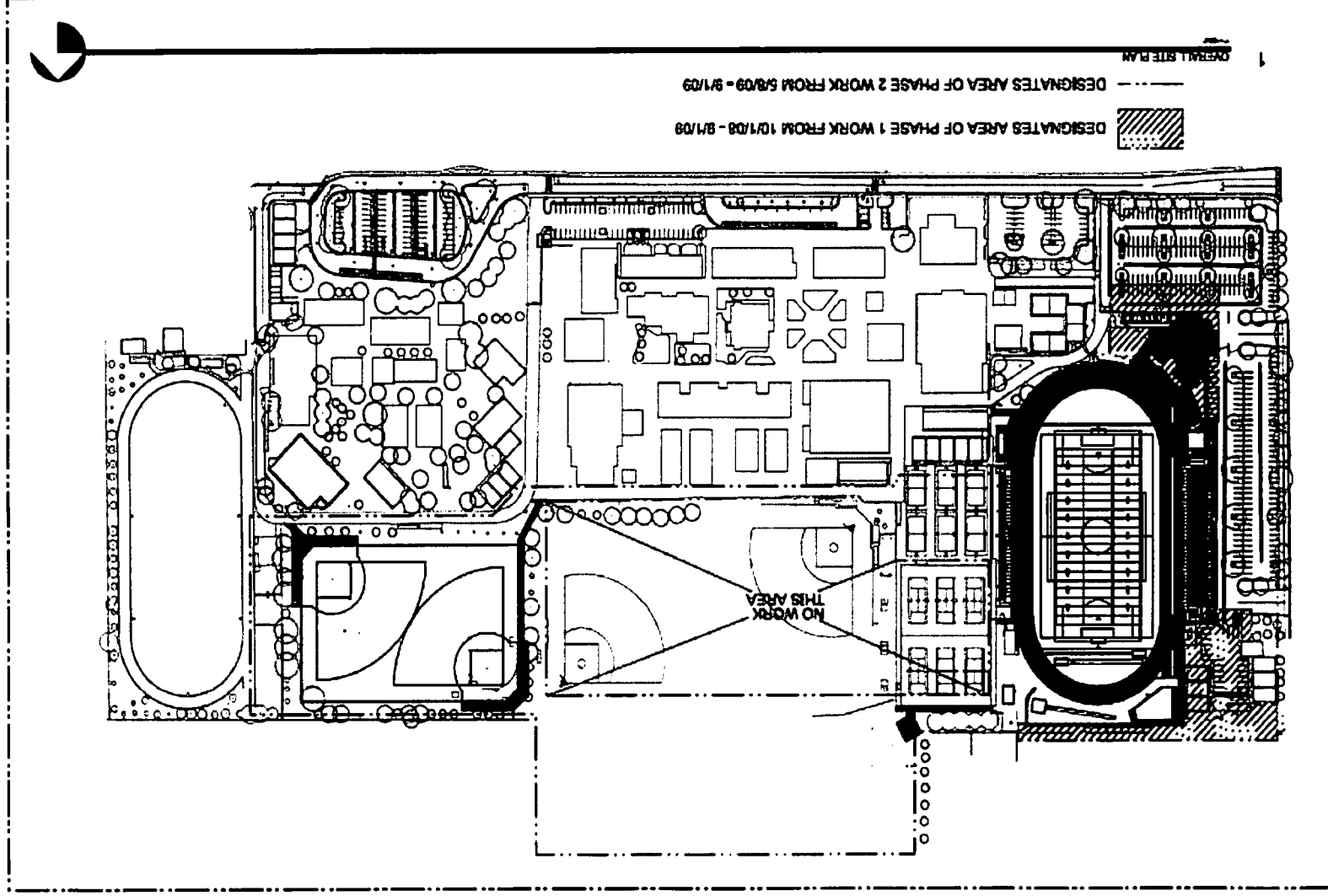
### **DESCRIPTION OF PROJECT**

Increment 1, Phase I consists of the sitework for and construction of a new home concessions/ticket/restroom building, relocation of three (3) district office portables, construction of a retaining wall at the north end of the field, as indicated in the Site map incorporated into this Facilities Lease as Exhibit “B”, the relocation of a Nextel cellular phone equipment building, selective site investigation of existing utilities and installation of new infrastructure as possible outside the areas required to be left undisturbed for ongoing school activities.

Increment 1, Phase II consists of demolition and site grading within the existing stadium, which is not to be disturbed, installation of a synthetic field and track within the existing stadium, integration of the new improvements with the existing stadium improvements, including all appropriate patching, installation of valley gutters and slurry finish of existing parking lot, installation of the visitor concession/restroom modular building and canopy, construction of a new storage building, construction of one-hour fire rated structures enclosing existing cellular equipment, completion of field drainage improvements, construction of a new varsity softball field and modifications at the existing junior varsity softball field.

# EXHIBIT "B"

## DESCRIPTION OF SITE



## **EXHIBIT “C”**

### **SCHEDULE OF LEASE PAYMENTS**

District shall make Lease Payments for the Facilities Lease in conformance with and subject to the terms and conditions for payments for the Project as set forth in the Construction Provisions.

**EXHIBIT “D”**  
**CONSTRUCTION PROVISIONS**  
**[TO BE ATTACHED]**

EXHIBIT D

CONSTRUCTION PROVISIONS

FOR

CONSTRUCTION OF  
CENTER UNIFIED SCHOOL DISTRICT  
ATHLETIC FACILITIES UPGRADES PROJECT

---

## 1. ACKNOWLEDGMENTS

The CENTER UNIFIED SCHOOL DISTRICT (the "District") and ROEBBELEN CONTRACTING, INC. (the "Corporation") acknowledge the following:

a. The District desires to have Corporation construct the Center High School Athletic Facilities Upgrades Project on the "Site" which is subject to a Site Lease and a Facilities Lease, both dated \_\_\_\_\_, 2008 between the District and Corporation; and

b. The District owns the Site, or will own the Site prior to execution of the Site Lease and Facilities Leases; and

c. The District and LIONAKIS BEAUMONT DESIGN GROUP (the "Architect") have entered into an agreement for architectural services with respect to the design of the Project (the "Architectural Services Agreement"); and

d. Construction documents for the Project, including plans and specifications, have been submitted to the Division of State Architect ("DSA") for approval, have been approved by DSA, and are incorporated herein by this reference (collectively the "Construction Documents"); and

e. Upon completion of the Construction Documents and any applicable grading work, Corporation will have thoroughly investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Corporation can and will construct the Project for the Guaranteed Maximum Sum as set forth and defined in Article 3(b) of these Construction Provisions, and Corporation will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions; and

f. Corporation is experienced in the construction of the type of facility desired by District and possesses all necessary licenses and qualifications which are required to build and deliver the Project.

## 2. CORPORATION'S DUTIES AND STATUS

Corporation shall be responsible for furnishing and completing the construction of the Project pursuant to these Construction Provisions and the Construction Documents. Corporation further agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers and materials and to perform the work appropriately, expeditiously, and economically, consistent with the interests of District.

### 3. DEFINITIONS

a. CONSTRUCTION. The term "Construction" as used herein includes all labor and services necessary for the construction and delivery of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work for Construction Services set forth in Article 7. Unless otherwise expressly stipulated, Corporation shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities, including, but not limited to, light, water and power, necessary for the proper execution and completion of the Project pursuant to the Construction Documents and the terms of these Construction Provisions.

b. GUARANTEED MAXIMUM SUM. The term "Guaranteed Maximum Sum" as used herein means the amount of TEN MILLION, ONE HUNDRED AND NINETY-SIX THOUSAND, EIGHT HUNDRED AND THIRTY-NINE DOLLARS (\$10,196,839) subject to the provisions of the Contingency Fund as set forth in Article 4 of these provisions, if applicable, which is the maximum amount which may be paid to Corporation by the District for the performance of Construction Services with respect to the Project, subject to any adjustments for Extra Work/Modifications as provided in Article 8, or Savings as provided in Article 6, and subject to a full - final accounting by Corporation as set forth in Article 51. All unused amounts within the Guaranteed Maximum Sum shall remain the property of District and be reflected on Corporation's final application for payment.

Corporation will prepare a detailed line item costing for the Project or Master Budget prior to the execution of the Site and Facilities Lease, totaling the Guaranteed Maximum Sum for the Project. All parties acknowledge that the Guaranteed Maximum Sum is based on the Construction Documents which have been or will be attached hereto as Attachment No. 1 upon DSA approval. Should a Guaranteed Maximum Sum not be reached by the parties, Corporation shall be paid in full for its services, if any, as of the termination date. In such event, upon any applicable final payment by District, Corporation shall have no further claim or recourse against the District.

District and Corporation represent and warrant that the Guaranteed Maximum Sum consists of tenant improvement/progress payments "Progress Payments" to be paid by District during the course of construction, plus additional sums to be paid as and for rent or Lease Payments or optional prepayment thereof. District and Corporation represent and warrant that 1) the total amount of Lease Payments and optional prepayment thereof constitute the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount has been incorporated into the Guaranteed Maximum Sum in consideration and inducement of this document and the Site Lease and Facilities Lease, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the Guaranteed Maximum Sum, pursuant to the terms of this document. For purposes of accounting and tracking expenditures, the Guaranteed Maximum Sum includes TWO THOUSAND DOLLARS per month (\$2,000) to be paid as rental/lease payments or prepayment thereof, which rental/lease payments or prepayment thereof shall be paid monthly by the District during the course of construction, in equal payments, with District non-local match contribution local funds.

To the extent that the Construction Documents, as defined below, differ from the plans and specifications ("Plans and Specifications") attached hereto, such differences will be dealt with under the provisions for Modifications and Savings as addressed in this document.

District shall pay to Corporation upon execution of the Site Lease and Facilities Lease, upon presentment of an invoice from Corporation and review and approval thereof by District, for all services rendered by Corporation as of said date of execution, if any. Any such payment shall be included within the Guaranteed Maximum Sum.

c. SUBCONTRACTOR. As used herein, the term "Subcontractor" shall mean any person or entity that has a contract with Corporation to perform any of the Construction.

d. CONSTRUCTION DOCUMENTS. The term "Construction Documents" means those Construction Documents for the Project, including without limitation, the Plans and Specifications which have been reviewed by Corporation, approved by DSA, and adopted by the District.

#### 4. CONTINGENCY FUND

a. Corporation and District hereby create a contingency fund ("Contingency Fund") for the District's benefit which shall originally consist of EIGHTY-FOUR THOUSAND, SIX HUNDRED AND SIXTY-TWO DOLLARS (\$84,662). The Contingency Fund may be increased at the sole discretion of the District. This Contingency Fund is a line item within the Guaranteed Maximum Sum. In no event shall the total Project budget exceed the budget set forth in section 3(b) herein, absent a written modification to the Guaranteed Maximum Sum, in writing, signed by the parties, and approved by the District Board.

b. The Contingency Fund shall be utilized for the payment of any unforeseen costs which are within the scope of work for the Project, at the discretion of the Corporation; however, any intention by Corporation to draw expenditures from the Contingency Fund will be reported to the District by the Corporation not less than five (5) business days prior to drawing such expenditure, within which time the District may object to the expenditure. Upon any objection by the District, the District and Corporation shall confer regarding the proposed expenditure within five (5) business days after the District communicates its objection, within which time the District may determine whether the expenditure may be drawn from the Contingency fund, except that District shall not unreasonably withhold approval of expenditures the Corporation wishes to draw from the Contingency Fund. Should the District fail to communicate a determination on a Contingency Fund expenditure within the five-day conference period, the District shall be deemed to have approved the Contingency Fund expenditure at issue.

c. Any funds remaining in the Contingency Fund after completion of the Project shall be returned to the District upon written request.

5. NOTICE TO PROCEED WITH CONSTRUCTION SERVICES

After execution of the Facilities Lease and Site Lease and any related documents relating to the lease of the Site and/or the construction of the Project, District shall promptly issue to Corporation a Notice to Proceed with the construction of the Project pursuant to the terms hereof.

6. COST SAVINGS

Corporation shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Sum shall be identified by Corporation, and if approved in writing by the District, such cost savings shall be fully credited towards the Contingency Fund. If any cost savings require revisions to the Construction Documents, Corporation shall work with the Architect with respect to revising the Construction Documents and, if necessary, assist the Architect in obtaining the approval of DSA with respect to such revisions. District shall pay reasonable costs incurred by Architect for such revisions out of the identified savings.

7. SCOPE OF WORK FOR CONSTRUCTION SERVICES

a. Corporation shall complete the construction of the Project in accordance with the Construction Documents and these Construction Provisions, performing all work relating to the Project appropriately, expeditiously, and economically, with a high standard of quality with respect to material, assembly, finishes and workmanship. All construction shall be pursuant to DSA approved construction documents.

b. Corporation shall establish procedures for the protection of the Project and all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site.

c. Corporation shall develop, within 15 days of receipt of the Notice to Proceed, a mutually agreed upon program with the District to comply with any mitigation measures adopted for the Project pursuant to the California Environmental Quality Act ("CEQA") and to abate and minimize noise, dust, and disruption to normal activities at the Project, including procedures to control on-site noise, dust and pollution during construction.

d. Corporation shall perform any required site mitigation or remediation.

e. Corporation will establish an electronic document control system including all internal and external correspondence related to the Project, and all project documents, drawings, contracts, change orders (if applicable), contractor submittals, and shop drawings. District will bear the reasonable costs for system hardware and software as required for implementation. Corporation shall document and distribute minutes from weekly meetings and other meetings for which minutes are kept. Corporation shall be responsible for tracking submittals, change orders, RFIs, ASIs and updating logs for weekly meetings. Corporation shall be responsible for creating

change orders including the description of the changes for the cover letter to the Board of Trustees.

f. Corporation will prepare, file, and distribute a Project Status Report as requested by the District, as well as Verified Reports required by Title 24 and expenditure logs required by OPSC.

Notwithstanding the above, District shall be responsible for the following:

(1) With the assistance of Corporation, District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof.

(2) District shall pay for all utility hook-ups and utility connection fees for the completed Project.

(3) With Corporation's assistance and guidance, District shall obtain and pay for all permits, fees and licenses relating to the Project, however, District shall not be responsible for any costs for the building licenses of Corporation and Corporation's subcontractors.

(4) DSA inspectors and testing.

## 8. EXTRA WORK/MODIFICATIONS

a. The District may prescribe additional work or a modification of requirements or of methods of performing the construction of the Project which differ from the work or requirements set forth in the Construction Documents (the "Modifications"); and for such purposes, the District may at any time during the life of the Facilities Lease, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished.

b. Prior to Corporation commencing any work with respect to Modifications, District and Corporation must agree upon the cost or savings of such Modifications, which shall be added to or deducted from the Guaranteed Maximum Sum, and the Contingency Fund if applicable. In the event that Corporation commences work with respect to any requested Modifications without the District and Corporation agreeing upon the cost for such Modifications or a mutually acceptable method for determining the cost for such Modifications, Corporation shall for all purposes be deemed to have waived any right to compensation with respect to such requested Modifications.

c. All Modifications approved in writing shall be funded from the Contingency Fund or as directed by District. This applies only to District initiated additional work, and work performed based on pre-approved allowances. This shall not apply to modifications or additional

work, time or expense incurred by Corporation, as a result of error, omission or oversight of Corporation or any of its trade contractors or suppliers.

9. TIME OF COMPLETION OF CONSTRUCTION SERVICES

Once the District has issued a Notice to Proceed pursuant to Article 5 hereof, Corporation shall proceed with the construction of the Project with due diligence. Corporation agrees to complete the Project on or before September 20, 2009. ("Completion Date").

10. PROGRESS SCHEDULE

Within seven (7) days after the District's issuance of a Notice to Proceed with Construction Services pursuant to Article 5 hereof, Corporation shall furnish District with a complete "as planned" bar schedule setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Corporation pursuant to the terms hereof (the "Progress Schedule"). The Progress Schedule shall utilize the Completion Date and shall be updated by Corporation as necessary and revisions in said schedule shall be furnished to District. No less than TEN (10) calendar days shall be allotted for in the Progress Schedule for weather days. The weather days shall be shown on the Progress Schedule and if not used will become float for the Project's use. It is specifically understood that District will utilize the Progress Schedule as it is revised from time to time to determine final dates upon which to make decisions it must make with respect to the Project.

11. LIQUIDATED DAMAGES

IF THE PROJECT IS NOT COMPLETED WITHIN THE TIME PERIOD SET FORTH IN ARTICLE 9 HEREOF, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CORPORATION SHALL PAY TO DISTRICT, AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, ONE THOUSAND DOLLARS (\$1,000) FOR EACH CALENDAR DAY OF DELAY IN COMPLETION OF THE PROJECT.

Section 11 "Liquidated Damages," is expressly understood and agreed to by the parties hereto:

\_\_\_\_ Corporation's Initials

\_\_\_\_ District's Initials

In the event that the performance and/or completion of the Project is delayed at any time by any act or omission of District or by any employee or agent of District, by strikes, by lockouts, by fire, by embargoes, by flood, by weather, by earthquake, by acts of war or God, or by any other cause beyond the reasonable control of Corporation, the aforesaid date for completion of the Project shall be extended for a reasonable period as a consequence of such delay. With respect to delays caused by weather, a day-for-day extension due to weather will only be allowed for those days in excess of the TEN (10) allotted days for weather as set forth in Article 10 hereof.

## 12. PROGRESS PAYMENTS FOR CONSTRUCTION SERVICES

Subject to the provisions set forth in the Facilities Lease, each month while Corporation is providing Construction Services, District shall pay to Corporation a sum equal to ninety percent (90%) of the value of the construction services work performed up to the last day of the previous month, less the aggregate of previous payments (the "Progress Payments"). If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Progress payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay approved amounts of such Progress Payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. Notwithstanding the above, after fifty percent (50%) of the construction services work has been completed, as determined by the Architect, the District, in its reasonable discretion, may increase any remaining Progress Payments to ninety-five percent (95%) of the value of the construction work performed for that applicable pay period. Progress Payments shall be made on the basis of monthly estimates which shall be prepared by Corporation on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in the estimate shall release Corporation or any bondsman from liability for such work, or prevent District from enforcing each and every provision of these Construction Provisions, and District shall have the right subsequently to correct any error made in any estimate for payment. Corporation shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Corporation. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied.

In no event shall the cumulative total of the Progress Payments for construction services, along with the balance of the Contingency Fund, if any, and any anticipated retention ever exceed the Guaranteed Maximum Sum as defined herein, unless modified pursuant to Article 8 of these Construction Provisions.

Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with Corporation until incorporated into the work and accepted by District pursuant to Section 14 herein; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Corporation shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to the owner or his authorized representative. References to equipment herein include equipment to become fixtures on the Project, and does not include Corporation's construction equipment.

## 13. PAYMENTS WITHHELD

a. District may withhold from the Progress Payments a sufficient amount or amounts (a maximum of 150%) as in its judgment may be necessary to cover:

(1) Payments which may be past due and payable for just claims against Corporation or any subcontractors for labor/materials furnished in and about the performance of work on the Project.

(2) Defective work not remedied.

(3) Failure of Corporation to make proper payments to its subcontractor for material or labor.

(4) Completion of the contract if there exists a reasonable doubt that the contract can be completed for the balance then unpaid.

(5) Poor quality or improperly executed work.

(6) Damage to another contractor.

(7) Site clean-up.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

b. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Corporation and any payment so made by District shall be considered as a payment made under contract by District to Corporation and District shall not be liable to Corporation for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Corporation a proper accounting of such funds disbursed on behalf of the Corporation.

#### 14. ACCEPTANCE OF COMPLETION; RELEASE OF RETENTION; SUBSTITUTION OF SECURITIES

The Project shall only be considered complete after the District's Board formally accepts completion of the Project and the District records a Notice of Completion for the Project. District shall have no obligation to accept completion of the Project until the entire work, including punch list, has been completed to the satisfaction of the District, except for minor corrective items, as distinguished from incomplete items. Architect and Project Inspector, or any other approved representative of the District, shall determine when the work is complete. Subject to these Construction Provisions, District will release any retention within thirty-five (35) days of recordation of the Notice of Completion. The release of the retention hereunder shall constitute the final Lease Payment, as provided for in the Facilities Lease. Furthermore, District shall make said final Lease Payment within 180 days from recordation of the Notice of Completion, or upon the date of occupancy of the Project by District, whichever comes first.

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code Section 22300 if requested within thirty (30) days of execution of the Contract Documents.

**15. PAYMENTS BY CORPORATION**

Corporation shall make all payments to subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law so as to prevent any stop notices, liens or claims from being filed against the District or the Site. Corporation shall indemnify, defend and hold District harmless from any claims or actions which allege that Corporation failed to pay any subcontractor or supplier with respect to the Project.

**16. CORPORATION'S SUPERVISION**

Corporation shall supervise and direct the construction and completion of the Project using Corporation's best skill and attention. Corporation shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Project. Specific duties of Corporation shall be in accordance with all applicable sections of Title 24 of the California Code of Regulations which relate to the duties of a contractor. Corporation shall construct the Project in accordance with the Construction Documents and all requirements which are applicable with respect to the following: DSA, local grading and special local requirements, all utility companies, California Building Code, Title 24, and the Field Act. Corporation shall correct any deficiencies which are the cause of Corporation noted by Inspector, DSA, or other applicable agencies before or during construction, so that the Project upon completion shall be fit for occupancy for any and all school purposes.

Corporation shall be responsible to the District for acts and omissions of Corporation's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing or completing portions of the Project under direct or indirect contract with Corporation or any of them.

Corporation shall not be relieved of obligations to complete the Project in accordance with the Construction Documents by tests, inspections, or approvals required or performed by persons other than Corporation.

Corporation shall provide a competent superintendent and assistants as necessary that shall be in attendance at the Project site during construction of the Project.

Corporation and each subcontractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Project, organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Project, and keep an adequate force of skilled and fit workers on the job to complete the Project in accordance with all requirements of the Construction Documents.

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of Corporation, subcontractor, material or equipment supplier, etc., for cause.

Corporation shall enforce strict discipline and good order among Corporation's employees and other persons carrying out the work. Corporation shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

17. DOCUMENTS ON SITE

Corporation shall keep one copy of all Construction Documents (as well as these Construction Provisions) including addenda, change orders and Titles 21 and 24 of the California Code of Regulations on the job at all times. Said documents shall be kept in good order and available to District representatives. Corporation shall be acquainted with and comply with the provisions of Titles 21 and 24 as they relate to the Project. (See particularly the Duties of Contractor, Title 21, California Code of Regulations, Sections 42 and 43).

18. PROVISION OF TEMPORARY UTILITIES

All temporary utilities, including, but not limited to, gas, electrical, water, telephone and internet shall be provided and paid for by Corporation. Corporation shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where any utility is necessary to carry on the work. Upon completion of work on the Project, Corporation shall remove all temporary distribution systems.

19. TEMPORARY SANITARY FACILITIES

Corporation shall provide sanitary temporary toilet facilities for use of all workmen. The facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.

20. PROTECTION OF WORK AND PROPERTY

a. Corporation shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Project and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. All work with respect to the Project shall be solely at Corporation's risk. Corporation shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Construction Documents. Corporation shall take all necessary precautions for safety of employees on the work site and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to premises where work is being performed. Corporation shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light, and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of construction and

shall designate a responsible member of Corporation on the worksite, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District by Corporation.

b. In an emergency affecting safety of life or of work or of adjoining property, Corporation, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury and shall so act, without appeal. If so authorized or instructed by District, any compensation claimed by Corporation on account of emergency work shall be determined by the Construction Provisions.

c. Corporation shall provide drainage, heat, covering, structures and enclosures as are necessary to protect all work, materials, equipment, appliances and tools against damage by weather conditions.

d. Corporation shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereof, and repair any damage thereto caused by Corporation's construction operations.

e. Corporation shall:

(1) When directed by District, take preventive measures to eliminate objectionable dust.

(2) Confine any apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District and shall not unreasonably encumber the Site with its materials, and enforce all instructions of District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on the work comply with all regulations while on the Site.

(3) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District.

## 21. CLEAN UP

a. Corporation at all times shall keep the Site reasonably free from debris such as waste, rubbish, and excess materials and equipment caused by work on the Project. Corporation shall not leave debris under, in or about the Site at the end of any day. Upon completion of work, Corporation shall clean interior and exterior of all buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Corporation shall also clean and polish all glass, plumbing fixtures, and finish hardware and similar surfaces and equipment. Upon completion of work, Corporation shall remove all temporary fencing, barricades, planking and sanitary facilities and similar temporary facilities from Site.

b. If Corporation fails to clean up at the completion of the work, District may do so and the cost of such clean up shall be charged back to Corporation.

## 22. CORRECTION OF WORK BEFORE ACCEPTANCE

a. Corporation shall promptly remove from the Site all work condemned by District as failing to conform to Construction Document requirements, these Construction Provisions, building codes, ADA, Title 24 or Field Act requirements, whether incorporated or not. Corporation shall promptly replace and re-execute its own work to comply with the Construction Documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

b. If Corporation does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Corporation's expense. If Corporation does not pay expenses of such removal within ten (10) days thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Corporation.

c. If Corporation fails to correct any damaged work, items of poor quality, or improperly performed work within a reasonable period of time, in no case exceeding ten (10) days after written notice by District, District may deem it inexpedient to correct such work and at the District's sole discretion, the value of such work shall be deducted from any payments due Corporation and the District shall not be responsible for the payment of such amount.

## 23. CONTRACT CLOSE-OUT

a. Utility Connections. All buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

b. Record Drawings.

(1) Corporation shall keep one complete set of blue line prints of all drawings in good order and available for inspection. They shall be used only for the purpose intended. Drawings shall be kept up to date as the work progresses and shall be available at all times for inspection.

(2) In addition to keeping the set of blue line prints discussed above, Corporation shall prepare for District an exact "as built" record of the work that records the "as built" conditions of the work throughout the duration of the Project and a final set of "as built" drawings upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls or other fixed points on all record drawings.

(A) Any work not installed as indicated on drawings.

(B) The exact location and elevations of all covered utilities, including valves, cleanouts, etc.

(C) All CCDs, ASIs, District changes and other modifications to the project shall be incorporated into the "As Built" - "Record" Drawings.

(3) Upon completion of the Project and as a condition precedent to approval of the Project by the District, Corporation shall obtain the District's Inspector of Record's approval of the "as built" prints and employ a competent draftsman to transfer the "as-built" - "record" information to a complete set of "Record Documents". When completed, Corporation shall have one complete set of "Record Documents" made from the corrected drawings of "as-built" - "record" conditions, and both sets shall be delivered to District, along with an electronic form of such documents which is acceptable to the District.

(4) Corporation shall deliver to District three (3) complete sets of operating manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties.

c. Maintenance Manuals. At least ten (10) days prior to final inspection, three (3) copies of complete operations and maintenance manuals shall be submitted for review. All installation, operating, and maintenance information and drawings shall be bound in 8-1/2" X 11" binders. Corporation shall provide a table of contents and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

d. Inspection Requirements.

(1) Before calling for final inspection, Corporation shall determine that the following work has been performed, as applicable to Corporation's work:

A. All construction has been completed.

B. Mechanical and electrical work complete, fixtures, in place, connected and ready for start up and test.

C. Electrical circuits schedule in panels and disconnect switches labeled.

D. Painting and special finishes complete and clean.

E. Doors complete with hardware, cleaned of protective film and relieved of sticking or binding and in working order.

F. Tops and bottoms of doors sealed, if needed.

G. Broken glass replaced and glass cleaned.

H. Grounds cleared of Corporation's equipment, raked clean of debris, and trash removed from Site.

I. All cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

J. Finish and decorative work shall have marks, dirt and superfluous labels removed.

(2) Final inspection will be made upon written notification from Corporation to District that work has been completed. Corporation shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from Corporation that all items have been corrected, re-inspection for final acceptance of the Project will be made. Failure of Corporation to complete punch list items will necessitate further re-inspection. Costs of re-inspection will be deducted from contract amount.

(3) Coordinate and schedule training sessions for District personnel and verify that any Subcontractor's obligations to train District personnel is satisfied. Corporation shall furnish a letter to District stating that a responsible representative of District (i.e., Director of Facilities or their designee) have been instructed in working characteristics of mechanical and electrical equipment.

e. Reporting Requirements. Corporation shall assist the District to prepare and submit the final Project accounting and all close-out reports including all DSA, CDE, SAB and OPSC forms.

f. Post Construction Follow-up Requirements. Corporation shall provide the District with post construction follow-up for contractor warranty and guarantee items. Architect shall follow-up approximately one year from that date which is the later of: 1) one year from the occupancy by District of a substantially completed Project, or 2) one year from the date of the filing of the Notice of Completion of the Project, in order to fully assess and identify any pertinent issues associated with the Project.

## 24. ACCESS TO WORK

District and its representatives shall at all times have access to the work of the Project. Corporation shall provide safe and proper facilities for such access. District representatives shall check in with the Project Superintendent and observe all safety requirements of Contractor. All persons entering the Project site shall comply with Corporation's safety requirements as defined in Corporation's job site specific safety plan, Injury and Illness Prevention Plan and Subcontractor Injury Prevention Plan, while the Project Site is under the control of Corporation.

## 25. OCCUPANCY

District reserves the right to occupy portions of the Project before completion of the Project, and such occupancy shall not constitute final acceptance of any part of work covered by this contract pursuant to Public Contract Code Section 7107. In the event the District occupies the Project upon substantial completion, District shall make the final Lease Payment pursuant to Section 14 herein. Corporation shall schedule, coordinate, and assist the District in occupancy of the completed Project or portions thereof.

## 26. DISTRICT'S INSPECTOR

a. One or more inspectors employed by District (the "Inspector" or "Inspector of Record") in accordance with requirements of Title 21 and Title 24 of the California Code of Regulations will be assigned to the work. The Inspector's duties are specifically defined in Section 42 of Title 21.

b. Inspector and special inspection personnel shall have access to all plant operations involving work under this contract and shall be provided reasonable advance notice of the time and place of operations which he desires to observe. Such inspectors shall be provided with all necessary samples of materials and work for testing purposes.

All work shall be under observation of the Inspector. Inspector shall have free access to any or all parts of work at any time. Inspection of work shall not relieve Corporation from any obligation to fulfill this contract. District's Inspector shall have authority to stop or reject work whenever there is a violation of Building Code, Title 24, the Field Act or if provisions of the Contract Documents are not being complied with, and Corporation shall instruct its employees or subcontractors accordingly.

Corporation shall coordinate the activities of the Inspector for the Project, as well as the activities of other technical inspections and testing agencies.

## 27. INSPECTOR'S FIELD OFFICE

Corporation shall provide for the use of Inspector at the site of the project a temporary office of not less than seventy-five (75) square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by the District. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp.

A table satisfactory for study of plans and two chairs shall be provided by Corporation. Corporation shall provide and pay for adequate electric lights, local telephone service (not a pay phone), and adequate heat for the field office until authorized removal. Corporation shall also provide Inspector with the reasonable use of a copy machine and a fax machine.

28. PERFORMANCE/PAYMENT BONDS

Prior to commencement of any construction services, Corporation shall furnish performance and payment bonds, each in an amount equal to the Guaranteed Maximum Sum. All bonds shall be provided by a California admitted surety as defined in Code of Civil Procedure Section 995.120. Personal sureties and unregistered sureties are unacceptable. Corporation shall keep the performance bond in effect until expiration of the guarantee/warranty period referenced herein. Corporation shall keep the payment bond in effect for an additional six (6) months after the period in which stop notices may be filed as set forth in Civil Code Section 3184.

29. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE; DAMAGE TO WORK

Corporation shall fully comply with those requirements set forth in Sections 29 through 31 herein, unless the District chooses, in its sole and absolute discretion, to implement an Owner-Controlled Insurance Program ("O.C.I.P.") for the Project. Should District implement an O.C.I.P., Corporation shall deduct any insurance-related costs from its overall construction costs, and therefore not pass any insurance-related costs on to the District. Should an O.C.I.P. be implemented by District, Corporation shall coordinate, manage and supervise the O.C.I.P. and any Subcontractor obligations thereunder.

Should the District not elect to implement an O.C.I.P., Corporation shall perform as follows:

a. Corporation shall take out and maintain at its sole cost and expense during the term of work performed hereunder public liability and property damage insurance in the following amounts:

(1) Comprehensive general liability insurance including Corporation's risk, blanket contractual, broad form property damage, completed operations and independent contractor's liability all applicable to personal injury, bodily injury, and property damage to a limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.

(2) Comprehensive automobile liability insurance including owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.

b. Corporation shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance and comprehensive automobile liability insurance in an amount of \$1,000,000 each occurrence and \$1,000,000 aggregate.

c. All insurance policies must be issued by California admitted insurers. Alternatively, a non-California admitted insurer may be accepted at the sole discretion of the District.

30. ALL RISK INSURANCE

Corporation shall take out and maintain, until the District accepts the Project, All Risk (Corporation's Risk) insurance on all work subject to loss or damage in an amount equal to the Guaranteed Maximum Sum or the replacement construction cost, whichever is greater. Such insurance must be issued by a California admitted insurer. The premium for such policy shall be a line item within the Guaranteed Maximum Sum.

31. PROOF OF CARRIAGE OF INSURANCE

Upon execution of the Facilities Lease, Corporation shall have obtained all insurance and endorsements for such insurance, which shall have been delivered in duplicate and approved by District.

a. Endorsements and insurance policies shall include this following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation or reduction, and any such cancellation or reduction may not be less than thirty (30) days after the date of receipt of notice."

b. Endorsements shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice requirements.

c. Endorsements shall clearly state that the District and Inspector of Record are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. Said endorsements must be provided in a form deemed suitable to the District, in its sole and absolute discretion.

32. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by District, unless otherwise specified. Building licenses shall be secured and paid for by Corporation and subcontractors.

33. EXCISE TAXES

Corporation shall pay all applicable local, state and federal taxes on all labor, materials and services provided for the Project.

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District.

34. PATENTS AND ROYALTIES

Corporation shall indemnify, defend and hold harmless the District, its officers, agents and employees from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

35. INDEMNITY

a. Indemnification of District.

(1) Corporation agrees to and does hereby indemnify, defend and hold harmless District, its officers, agents, Inspector of Record, and their employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may arise out of Corporation's construction of the Project including without limitation the following:

(A) Liability for damages for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense arising from the above, sustained by any person or entity, including without limitation, District, the Corporation or any person, firm, or corporation employed by either District or Corporation upon or in connection with the Project, except for liability resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Corporation, or any person, firm, or corporation employed by Corporation, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including District, arising out of, or in any way connected with Corporation's performance, whether said injury or damage occurs either on or off District property, or if the liability arose from the negligence or willful misconduct of anyone employed by Corporation, either directly or by independent contract. District agrees to and does hereby indemnify, defend and hold harmless Corporation, its officers, agents and employees from any claim, demand or liability for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage expense resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District.

(C) Any dispute between Corporation and Corporation's subcontractors/suppliers/sureties, including, but not limited to, any stop notice actions.

Corporation, at its own expense, cost and risk, shall defend any and all actions, suits, claims, demands or other proceedings to the extent of the above-described indemnification that may be brought or instituted against District, its officers, agents, or employees, and shall pay or satisfy any judgment that may be rendered against District, its officers, agents, or employees in any action suit or other proceedings as a result thereof.

(2) Corporation shall require that indemnity language in substantially the same form as set forth above be inserted in any agreements with its subcontractors.

(3) Where approval by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Corporation of responsibility for complying with all laws, codes, and industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Corporation or its subcontractors.

b. Indemnification of Corporation. District represents that it has authority under California Education Code Section 17406 to enter into the Site Lease and the Facilities Lease.

District hereby agrees to indemnify, hold harmless, and defend Corporation, its employees, officers, agents, and subcontractors from any action taken by any person or entity attempting to challenge the propriety or legal authority of District to enter into the Construction Provisions, the Site Lease or the Facilities Lease.

District further agrees to pay all costs of any kind, including but not limited to attorneys fees, discovery costs, investigative costs or costs of experts, to defend such actions described above, and to pay all judgments or fines assessed or rendered against Corporation in any such action.

### 36. TESTS AND INSPECTIONS

With respect to any work which is required to be specially tested or approved, Corporation shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than District, Corporation shall inform District of the date fixed for such inspection. Required certificates of inspection shall be secured by Corporation. Observations by District shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Corporation's expense in compliance with contract. Costs of tests of any materials found to be not in compliance with contract shall be paid for by Corporation. Other costs for tests and inspections of materials shall be paid by District.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Corporation.

Corporation shall notify District a sufficient time in advance of manufacture of materials to be supplied under contract, which must by terms of contract be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Corporation from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work without prior approval of District and subsequent testing and inspection.

Re-examination of questioned work may be ordered by District and, if so ordered, work must be uncovered by Corporation. If such work is found in accordance with contract documents, District shall pay costs of re-examination and replacement. If such work is not found to be in accordance with contract documents, Corporation shall pay such costs.

### 37. MATERIALS

a. Except as otherwise specifically stated in this contract, Corporation shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to complete the Project within the specified time.

b. Unless otherwise specified, all materials shall be new and meet or exceed the quality of materials specified and all workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required.

d. No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein, or in any part thereof, is retained by seller or supplier. Corporation warrants good title to all material, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon, to District free from any claim, liens or charges. Corporation further agrees that neither it nor any person, firm or corporation furnishing any materials or labor for any work covered by the Construction Provisions shall have any right to lien the premises or any improvement of appurtenances thereon, except that Corporation may install metering devices or other equipment of the utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Corporation shall advise District of the owner thereof.

e. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Corporation for their protection or any rights under any law permitting such persons to look to funds due Corporation held by District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal contract is entered into for such material.

f. Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.

g. Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the District. The required testing of all structural materials shall be done by an approved testing laboratory.

### 38. CLAIMS

If Corporation shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Corporation shall, within fourteen (14) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Corporation shall file with the District an itemized statement of the details and amount of such damage and unless such statement shall be made as required, Corporation's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

### 39. WORKERS

a. Corporation shall at all times enforce strict discipline and good order among Corporation's employees, subcontractors, suppliers and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to Corporation.

b. Corporation shall remove from the work site any person in the employ of Corporation or any subcontractor or supplier whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

c. Corporation shall take all reasonable steps necessary to ensure that any employees of Corporation or any of its subcontractors report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Project Site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Corporation shall advise its employees, subcontractors, suppliers and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these requirements as determined by Corporation or by the District. Corporation shall impose these requirements on its subcontractors, suppliers and other invitees.

d. Unless exempted, Corporation shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. Corporation shall also ensure that its subcontractors on the Project also comply with the requirements of Education Code Sections 45125.1 and 45125.2.

40. WAGE RATES

a. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract.

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code Section 1773.1 apprenticeship or other training programs authorized by Labor Code Section 3093, and similar purposes when the term "per diem wages" is used herein.

b. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

c. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

d. Each worker of Corporation and any of its subcontractors engaged in work on the project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Corporation or any subcontractors and such workers.

e. Corporation shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code Section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Corporation.

f. Copies of the determined prevailing wage rates are on file and available upon request at the District's office. District shall provide Corporation with current prevailing wage rates, in writing. Corporation shall post, at appropriate conspicuous points on the Site of the Project, a schedule showing all determined general prevailing wage rates.

g. Any worker employed to perform work on the Project which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

41. RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Corporation stipulates to the following:

a. Corporation and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public under the Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms.

b. The payroll records enumerated under subdivision (A) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Corporation on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Corporation, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Corporation.

c. Corporation shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested such records within ten (10) days after receipt of the written request.

d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Corporation awarded the contract or performing the contract shall not be marked or obliterated.

e. Corporation shall inform the District of the location of the records enumerated under subdivision (A), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

f. In the event of noncompliance with the requirements of this Article, Corporation shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Corporation must comply with this Article. Should noncompliance still be evident after such 10-day period, Corporation shall pay a penalty of twenty-five Dollars (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

g. The responsibility for compliance with this Article shall rest upon Corporation.

#### 42. HOURS OF WORK

a. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Corporation stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Corporation or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

b. Corporation shall pay to the District at a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this contract by Corporation or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Corporation is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

c. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

d. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Corporation and in compliance with applicable ordinances.

#### 43. APPRENTICES

a. All apprentices employed by Corporation to perform services under the contract shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code Section 3077,

who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under this contract. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

b. When Corporation to whom the contract is awarded by the District or any subcontractor under Corporation, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, Corporation and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work, for a certificate approving Corporation or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

c. "Apprenticeable craft or trade" as used in Labor Code Section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

d. Corporation, or any subcontractor which, in performing any of the work under this contract, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Corporation employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Corporation or subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

e. The responsibility of compliance with Labor Code Section 1777.5 and this Article for all apprenticeable occupations is with Corporation.

f. The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

44. WORKERS' COMPENSATION INSURANCE

Corporation shall provide, at all times in which it is providing or performing any work on the Project, at its sole cost and expense, workers' compensation insurance for all of the employees engaged in work under the terms hereof. In case any of Corporation's work is sublet, Corporation shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Corporation's insurance. In case any class of employees engaged in work under this contract, on or at the site of the Project is not protected under Workers' Compensation laws, Corporation shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. Corporation shall file with the District certificates of its insurance protecting workmen. Corporation is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

45. CERTIFICATE OF CORPORATION PURSUANT TO SECTION 1861 OF THE LABOR CODE

An authorized officer of Corporation shall sign under penalty of perjury, date and notarize a certificate which states the following: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Construction Provisions."

46. ASSIGNMENT

Corporation shall not assign Corporation's obligations set forth in these Construction Provisions or any part thereof.

47. CHANGE IN NAME AND NATURE OF CORPORATION'S LEGAL ENTITY

Should a change be contemplated in the name or nature of Corporation's legal entity, Corporation shall first notify the District in order that proper steps may be taken to have the change reflected in all corresponding legal documents.

48. WARRANTY/GUARANTEE

a. Neither final payment nor any provision in the Construction Documents shall relieve Corporation of responsibility for faulty materials or workmanship incorporated in the Project. Corporation warrants that all work done and facilities constructed pursuant to these Construction Provisions will be free of faulty materials or workmanship and hereby agrees to

take action, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one year after the Notice of Completion date for the Project. The foregoing warranty of Corporation applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Corporation and/or any party retained by, through or under Corporation in connection with the Project, but the foregoing warranty of Corporation does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Corporation, except where such changes or additions to the Project are made in accordance with Corporation's directions. No guarantee furnished by a party other than Corporation with respect to equipment manufactured or supplied by such party shall relieve Corporation from the foregoing warranty obligation of Corporation. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply.

b. In the event of failure of Corporation to comply with above mentioned conditions and commence repairs within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Corporation who hereby agrees to pay reasonable costs and charges therefor immediately on demand. It is agreed that Corporation cannot guarantee completion of any such repair work within one week, but Corporation shall commence any required repair work and continue diligently to completion without interruption until complete.

c. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this article. If Corporation cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction and the reasonable cost shall be charged against Corporation. Such action by the District will not relieve Corporation of the guarantee provided in this article or elsewhere in this contract.

d. This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Corporation shall furnish District all appropriate guarantee and warranty certificates upon completion of the Project.

#### 49. SUBCONTRACTING

Corporation agrees to bind every subcontractor by the terms of this contract as far as such terms are applicable to subcontractor's work. If Corporation shall subcontract any part of this contract, Corporation shall be as fully responsible to District for acts and omissions of each subcontractor and of persons either directly or indirectly employed by subcontractor, as Corporation is for acts and omissions of persons directly employed by it. Nothing contained herein shall create any contractual relation between any subcontractor and District.

50. ASSIGNMENT OF ANTITRUST CLAIMS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public work contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Corporation and its subcontractors offer and agree to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the District tenders final payment to Corporation, without further acknowledgment by the parties.

51. COST BREAKDOWN, PERIODIC ESTIMATES & FINAL ACCOUNTING

Corporation shall furnish on forms approved by District:

- a. As soon as practical, a detailed estimate giving complete breakdown (including a schedule of values) of the Guaranteed Maximum Sum; and,
- b. A periodic itemized estimate of work done for purpose of making Progress Payments for the Project pursuant to Article 11 of these provisions. Such estimate shall include a schedule of values.
- c. Within ten (10) days of request by District, a schedule of estimated time for Progress Payments which shall be due to Corporation under the Construction Provisions.

Corporation shall provide a full, final accounting of all expenditures and revenues accrued to Corporation on the Project according to the procedures set forth in the California Uniform Public Construction Cost Accounting Policies and Procedures Manual or as otherwise directed by District in writing, to include all evidence of all such expenditures and revenues. This accounting shall comport with Corporation's final claim for payment on the Project, subject to the California False Claims Act set forth under Government Code Section 12650 et. seq. Evidence supporting the accounting shall include, but not be limited to, all Corporation's documentation of its costs in performing the Construction Services, including, but not limited to:

- a. Payroll, including all records of time worked on the Project by Corporation's personnel;
- b. General Ledger, including all payments, debits, receipts and credits;
- c. Accounts Payable;
- d. Accounts Receivable, other than from the District
- e. Invoices, including, but not limited to, subcontractor invoices;

f. Amortization of expenses.

Corporation also shall cooperate fully, completely and timely with any auditing or accounting person or entity designated by the District with regard to any kind of analysis of the final accounting, to include any outside auditor or accountant with which the District is cooperating, and shall produce any additional documentation reasonably required by such persons for their work. All unused amounts within the Guaranteed Maximum Sum shall remain the property of District and be reflected on Corporation's final application for payment.

52. LAYOUT AND FIELD ENGINEERING

All field engineering and surveying required for laying out the Project and establishing grades for earthwork operations shall be furnished by Corporation at its expense. Such work shall be done by a qualified engineer. Any required "As-built" drawings of site development shall be prepared by a qualified engineer at Corporation's expense. The District shall confirm the location of the corners of the Site and benchmarks.

53. CUTTING AND PATCHING

Corporation shall do all cutting, fitting, or patching of work as required to make its several parts come together properly.

54. SOILS INVESTIGATION REPORT

Upon completion of the Geotechnical Report and the grading work, Corporation acknowledges that it will make a visual examination of the Site. Corporation will review the Project and the geotechnical report for the Project site. No claims for allowances or damages because of Corporation's failure to adequately acquaint itself with the known conditions of the Site will be recognized provided the Geotechnical Report and grading work is completed prior to the establishment of a Guaranteed Maximum Sum. Corporation shall not be responsible for unforeseen soils conditions.

55. TRENCH EXCAVATION

Corporation shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches four (4) feet or more in depth. Corporation's plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that Corporation's registered civil or structural engineer certifies that the plan complies with the current and applicable CAL-OSHA Construction Safety Orders, or stating that Corporation's registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. No excavation of any such trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittals shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

Nothing in this Article shall relieve Corporation of the full responsibility for providing shoring, bracing, sloping, or other provisions adequate for worker protection. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon District, its Board, or any of its employees.

In relation to digging trenches or other excavations that extend deeper than four feet below the surface of the ground, Corporation shall comply with the following requirements, and include similar provisions in any contract for the Project, which involves digging trenches or other excavations:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

## 56. REGIONAL NOTIFICATION CENTER

Corporation, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District,

and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by Corporation unless such an inquiry identification number has been assigned to Corporation or any subcontractor of Corporation and the District has been given the identification number by Corporation.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code Section 4216).

#### 57. UTILITIES - REMOVAL AND RESTORATION

No excavations were made to verify the locations of any underground utilities. Since the Project is being constructed pursuant to Education Code Section 17406, Corporation shall be responsible for the investigation of the Site with respect to any underground utilities including, without limitation, trunk, mainline and service utilities. It shall be the responsibility of Corporation to determine, within reason, the exact location of all utilities. Corporation shall make its own reasonable investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities.

#### 58. LAWS AND REGULATIONS

Corporation shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Corporation performs any work which is contrary to any law, ordinance, rule or regulation, Corporation shall bear all costs and expenses arising therefrom. These Construction Provisions, the Site Lease, the Facilities Lease and the relationship of the parties shall be governed by California law. Venue for any action or proceeding shall rest in the County where the Project is located.

#### 59. NOTICE AND SERVICE

a. Any notice from one party to the other under the Construction Provisions shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. The District's representative is the District's Superintendent or any other party, as designated by the District's Superintendent in writing to Corporation. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to District, by personal delivery thereof to District or by depositing same in the United States mail, enclosed in a sealed envelope addressed to District, postage prepaid and registered.

(2) If notice is given to Corporation, by personal delivery thereof to said Corporation or to its foreman at the Site, or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to said Corporation at its regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.

60. DISTRICT'S RIGHT TO ASSIGN CORPORATION'S OBLIGATIONS

a. If Corporation refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any approved extension thereof, or fails to complete said work within such time, or if Corporation should be adjudged as bankrupt, or file for bankruptcy or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Corporation should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the Project in the specified time, or if Corporation should fail to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of the District, or otherwise be guilty of a substantial violation of the Construction Provisions, or if Corporation or its subcontractors should violate any other provisions of the Construction Provisions, then the District may, without prejudice to any other right or remedy, serve written notice of default reserving the right to assign ("Notice of Assignment") upon Corporation and its surety of District's intention to require Corporation to assign Corporation's obligations pursuant to these Construction Provisions (the "Obligations") to a party as designated by the District due to Corporation's default. Such notice shall contain the reasons for the default and Notice of Assignment and unless within twenty (20) days after the service of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made by Corporation or in the event that Corporation fails to cease such violation and make, in the District's sole discretion, satisfactory arrangements for the correction thereof, upon written notice from District, Corporation shall not be entitled to receive any further payment as set forth in these Construction Provisions, except as provided for in Article 60(b) of these Construction Provisions, and District shall have the absolute right to designate an assignment of the Obligations from Corporation to another party and Corporation hereby consents to such assignment.

In the event of any such written notice thereof upon surety and Corporation, surety shall have the right to take over and complete the Project by giving the District written notice of such within fifteen (15) days after service upon it of the Notice of Assignment. If the surety fails to commence performance thereof within thirty (30) days from the date of serving such notice, the District may require that Corporation and/or the surety assign the Obligations to a party designated by the District. The District may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to Corporation as may be on the site of the work and necessary therefor.

b. If the unpaid balance of the Guaranteed Maximum Sum shall exceed the expenses of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to Corporation. If such expenses shall exceed such unpaid balance, Corporation shall pay the difference to District within sixty (60) days of recordation of the Notice of Completion for the Project. Any expense incurred by District as herein provided, and damage incurred through Corporation's default shall be certified by the Architect.

c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

61. TERMINATION OR ASSIGNMENT FOR CONVENIENCE

Corporation's obligations to construct the Project according to these Construction Provisions and the associated Site and Facilities Leases may be terminated or assigned to another party at District's sole election and discretion, without cause, upon fourteen (14) days written notice to Corporation, if District determines it is in the best interests of the District. In the event of such termination or assignment without cause, the District shall pay Corporation for all services performed and all expenses incurred under these Construction Provisions supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination or assignment, plus any sums due Corporation for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination or assignment, consideration shall be given to both completed work and work in process of completion whether delivered to the District or in the possession of Corporation. Following District's receipt and audit of complete documentation, and determination of the amount due Corporation hereunder, Corporation will also be paid 5% of the sum due Corporation, or 5% of the remaining contract balance, whichever is less. This 5% payment is agreed to compensate Corporation for the actual level of completion reached and is consideration for District's ability to terminate or assign the contract.

62. CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the work or the interpretation of the Construction Provisions, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Corporation agrees to continue the work diligently to completion. If the dispute is not resolved, Corporation agrees it will neither rescind the Facilities Lease, nor stop the progress of the work on the Project.

63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

64. NON-DISCRIMINATION

Pursuant to the provisions of Labor Code Section 1735, Corporation and its subcontractor's shall not unlawfully discriminate in the employment of persons on this project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, and sex.

65. INDEPENDENT CONTRACTOR

Corporation is retained as an independent contractor and is not employed by the District. No employee or agent of Corporation shall become an employee of the District.

66. LIEN RELEASES

a. If a lien or stop notice of any nature should at any time be filed against the Project, the Site or any District property, or both of them, by an entity which has supplied material or services at the request of Corporation or subcontractor or supplier to Corporation, Corporation shall promptly, on demand by District and at Corporation's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom, or secure and file a security bond covering one hundred twenty-five percent (125%) of the amount of such lien or stop notice.

b. If Corporation fails to furnish satisfactory evidence to the District within ten (10) calendar days after demand by the District that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Corporation.

c. Corporation shall, at its own cost, defend, indemnify and hold harmless the District, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, arising from or attributable to a lien or stop notice filed and/or severed in connection with the Project.

67. ARBITRATION

Any controversy or claim arising out of or relating to the Site Lease or Facilities Lease shall be settled by binding arbitration in the County where the Project is located in accordance with the arbitration rules of the Superior Court of California (the "Arbitration Rules"). To the extent that the provisions within this Article do not conflict with the Arbitration Rules, the parties agree to all of the provisions set forth in this Article. If requested, the parties agree to permit Architect to participate in any arbitration. If the parties are unable to agree on the arbitrator within thirty (30) days of the receipt of a written request for arbitration, they shall request that the presiding judge of the Superior Court designate one. The District shall pay one-half of the cost of the arbitration and Corporation shall pay one-half of the cost of arbitration or if Architect participates in the arbitration, each party shall pay one-third of the cost of arbitration. Each party shall be

responsible for its own attorney's fees and costs as to any such arbitration. Any arbitrator chosen or designated must have experience in construction issues. Notwithstanding anything to the contrary, once a written request for arbitration has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act, as amended, even if an action has not been filed.

68. LABOR/EMPLOYMENT SAFETY

Corporation shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

69. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

70. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

a. Corporation shall comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. District shall be responsible for filing the Notice of Intent and for obtaining the Permit. A copy of the Permit and supporting rules and orders by the State Water Board is on file with the District. District shall provide a draft of the Storm Water Pollution Prevention Program (SWPPP) for the project to Corporation. It shall be Corporation's responsibility to evaluate the cost of compliance with the SWPPP prior to entering into the Contract for the Project and providing the Guaranteed Maximum Sum. Corporation shall comply with all requirements of the State Water Resources Control Board. Corporation shall include all costs of compliance with specified requirements in the contract amount.

b. Corporation shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Corporation shall provide copies of all reports and monitoring information to District, and appropriate regulatory agencies.

c. Corporation shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Failure to comply with the Permit is a violation of federal and state law. Corporation hereby agrees to indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the project, except for liability resulting from the negligence or willful misconduct of District, its officers, agents or employees. District may seek damages from Corporation for delay in completing the contract in accordance herewith, including damage caused by Corporation's failure to comply with Permit requirements.

71. COMPLIANCE WITH DTSC GUIDELINES - IMPORTED SOILS

If the Project requires the use of imported soils, Corporation shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land issues. Corporation must notify the District of the source of material and comply with all local applicable regulations, and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

72. NO ASBESTOS

a. Corporation shall execute and submit a Certificate Regarding Non-asbestos Containing Materials.

b. Should asbestos containing materials be installed by Corporation in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

2. The asbestos removal Corporation shall be an EPA accredited Corporation qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. If removal of asbestos containing materials is part of the project, the costs of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal sustained by Corporation, the costs of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by Corporation.

d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by Corporation at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, Corporation acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. Corporation further agrees to instruct its employees with respect to the above-mentioned standards, hazards, risk and liabilities.

**ATTACHMENT #1**  
**PLANS AND SPECIFICATIONS**

**DRAWINGS**

**GENERAL**

- GO.1 Cover Sheet
- GO.2 Overall Life Safety Plan
- GO.3 Accessibility Details

**CIVIL**

- C0.0 Cover Sheet
- C0.1 Topographic Survey
- C0.2 Topographic Survey
- C0.3 Topographic Survey
- C0.4 Topographic Survey
- C0.5 Topographic Survey
- C1.1 Demolition Plan
- C1.2 Demolition Plan
- C1.3 Demolition Plan
- C1.4 Demolition Plan
- C2.1 Horizontal Control Plan
- C2.2 Horizontal Control Plan
- C2.3 Horizontal Control Plan
- C2.4 Horizontal Control Plan
- C2.5 Coordinates List
- C3.0 Engineered Fill Plan
- C3.1 Grading Plan
- C3.2 Grading Plan
- C3.3 Grading Plan
- C3.4 Grading Plan
- C4.1 Drainage Plan
- C4.2 Drainage Plan
- C4.3 Drainage Plan
- C4.4 Drainage Plan
- C5.1 Domestic Water And Fire Protection Plan
- C5.2 Domestic Water And Fire Protection Plan
- C6.1 Paving Plan
- C6.2 Paving Plan
- C6.3 Paving Plan
- C6.4 Paving Plan
- C6.5 Striping Plan
- C6.6 Striping Plan
- C7.1 Erosion Control Plan
- C7.2 Erosion Control Plan

C8.1 Details

C8.2 Details

## ARCHITECTURAL

A1.0 Overall Site Demolition Plan

A1.0.1 Demolition Site Plans

A1.0.2 Site Demolition Photographs

A1.0.3 Enlarged Demolition Plan North

A1.0.4 Enlarged Demolition Plan South

A1.1 Overall Site Plan

A1.2 Stadium Site Plan And Softball Plan

A1.3 Enlarged Stadium Site Plan North

A1.4 Enlarged Stadium Site Plan South

A1.5 Enlarged Entry Plaza Plan And Details

A1.6 Bleacher Screen Elevation And Details

A1.7 Trellis And Canopy Details

A1.8 Site Wall Elevations And Details

A1.9 Fencing Details

A1.10 Site Details

A1.11 Site Details

AA2.0 Building A Demolition Floor And Reflected Ceiling Plan

AA2.1 Building A Floor Plan, Reflected Ceiling Plan And Elevations

AB4.1 Building A Sections

AB2.1 Building B Floor Plan

AB4.1 Building B Exterior Elevations

AB4.2 Building B Sections And Rendered Views

AD2.1 Building D Floor, Reflected Ceiling, & Roof Plans And Elevations

AD4.1 Building D Sections And (E) Storage Building Photographs

A2.3 Door, Gate, And Finish Schedules

A2.4 Signage Plans

A6.1 Enlarged Toilet Room Plans And Elevations

A7.1 Door And Window Details

A8.1 Roof Details

A8.2 Exterior Details

A8.3 Exterior Details

A9.1 Interior Details

## KITCHEN

K1 Buildings B And C Snack Bar Equipment Floor Plan

K2 Buildings B And C Snack Bar Equipment Plumbing Floor Plan

K3 Buildings B And C Snack Bar Equipment Electrical Floor Plan

K4 Buildings B And C Snack Bar Equipment Interior Elevations

K5 Building B SBE Anchorage Details

## STRUCTURAL

S0.1 General Notes

- S0.2 Typical Notes
- S1.1 Typical Concrete Details
- S1.3 Typical Wood Details
- S5.1 Foundation Details
- S6.1 Roof Framing Details
- SB2.1 Building B Foundation And Roof Framing Plans
- SD2.1 Building D Foundation And Roof Framing Plans

## **MECHANICAL**

- M0.1 HVAC Legend Notes And Schedules
- M2.1 Building A Demolition And New Floor Plans
- M2.2 Buildings B And C HVAC Floor Plans
- M5.1 HVAC Details

## **PLUMBING**

- P0.1 Plumbing Legend, Notes And Schedules
- P1.2 Plumbing Stadium Site Plan
- P2.1 Demolition And New Floor Plans
- P2.2 Buildings B And C Plumbing Floor Plans
- P5.1 Plumbing Details

## **ELECTRICAL**

- E0.1 Electrical Symbols List, Schedule, And Notes
- E0.2 Interior Buildings - A & B Title 24
- E0.3 Interior Buildings - D & Elevator Title 24
- E0.4 Exterior Buildings - B & D Title 24
- E1.1 Demolition Site Plan
- E1.2 Electrical Site Plan
- E1.3 Signal Site Plan
- E1.4 Electrical Site Plan
- E2.1 Building B Lighting Floor Plan
- E2.1.1 Buildings A, D Lighting Floor Plans
- E3.1 Building B Power Floor Plan
- E3.1.1 Buildings A, D Power Floor Plan
- E4.1 Buildings B & C Signal Floor Plans
- E4.1.1 Buildings A, D Signal Floor Plans
- E5.1 Buildings B & C Fire Alarm Floor Plans
- E5.1.1 Buildings A, D, & Press Box Fire Alarm Floor Plans
- E5.2 Fire Alarm Riser Diagram, Calculations, And Schedule
- E5.3 Wiring Diagrams, Schedules, Notes And Details
- E6.1 Diagrams And Panel Schedules
- E6.2 Electrical Diagrams, And Details
- E6.3 Pole Light Details

## **LANDSCAPE**

- L1.1 Grading Plan Track And Field

- L2.1 Drainage Plan Track And Field
- L3.1 Layout Plan Track And Field
- L4.1 Material Plan Track And Field
- L4.2 Material Plan Softball Fields
- L5.1 Irrigation Plan Track And Field
- L5.2 Irrigation Plan Softball Fields
- L6.1 Planting Plan Track And Field
- L6.2 Planting Plan Softball Fields
- D1 Construction Details
- D2 Construction Details
- D3 Construction Details
- D4 Construction Details
- D5 Construction Details
- D6 Construction Details
- D7 Construction Details
- D8 Construction Details
- D9 Construction Details
- D10 Construction Details

#### **MODULAR BUILDINGS**

- TS-1 Title & Building Data Notes
- N-1 General Notes And Specifications
  - 1 Floor Plan & Notes
  - 2 Exterior Elevations
  - 3 Ceiling Grid, Details And Notes
  - 4 Interior Elevations And Options
- S1A Concrete Foundation Plans Above & Below Grade
- S1B Concrete Foundation Details
- S2B Floor Framing Plan And Details Concrete Floor
- S3 Roof Framing Pan And Details
- S4 Wall Framing Elevations And Frame Details
- M1 Mechanical Plan & Notes
  - M1a Isometric Plans & Details
- M2 Mandatory Measures
- E1 Lighting Plan & Notes
- E2 Electrical Plan & Notes

## SPECIFICATIONS

DIVISION NO.	SECTION TITLE	PAGES INCLUSIVE
DIVISION 01	GENERAL REQUIREMENTS	
Section 01 11 00	Summary of Work	1 – 8
Section 01 20 00	Price and Payment Procedures	1 – 3
Section 01 23 00	Alternates	1 – 2
Section 01 30 00	Administrative Requirements	1 – 4
Section 01 31 14	Additional Requirements for DSA Reviewed Projects	1 – 4
	DSA-6 Form	1 – 2
	DSA-103 Form	1 only
Section 01 33 00	Submittal Procedures	1 – 6
Section 01 35 16	Alteration Project Procedures	1 – 3
Section 01 40 00	Quality Requirements	1 – 5
Section 01 42 00	References	1 – 7
Section 01 50 00	Temporary Facilities and Controls	1 – 3
Section 01 56 39	Temporary Tree and Plant Protection	1 – 2
Section 01 57 13	Erosion Control	1 – 2
Section 01 60 00	Product Requirements	1 – 8
Section 01 70 00	Execution and Closeout Requirements	1 – 4
Section 01 71 23.10-TF	Conformance Surveying	1 – 3
Section 01 73 29	Cutting and Patching	1 – 4
Section 01 74 19	Construction Waste Management and Disposal	1 – 7
DIVISION 02	EXISTING CONDITIONS	
Section 02 30 00	Subsurface Investigation	1 – 2
Section 02 40 00	Site Demolition	1 – 4
Section 02 41 00	Demolition	1 – 3
DIVISION 03	CONCRETE	
Section 03 11 00	Concrete Forming	1 – 5
Section 03 20 00	Concrete Reinforcing	1 – 6
Section 03 30 00	Cast-in-Place Concrete	1 – 21
DIVISION 04	MASONRY	
Section 04 22 00	Concrete Unit Masonry	1 – 10
DIVISION 05	METALS	
Section 05 12 00	Structural Steel Framing	1 – 9
Section 05 50 00	Metal Fabrications	1 – 8
DIVISION 06	WOODS, PLASTICS, AND COMPOSITES	
Section 06 10 00	Rough Carpentry	1 – 8
Section 06 16 00	Sheathing	1 – 7
Section 06 17 53	Shop-Fabricated Wood Trusses	1 – 3
Section 06 18 00	Glued-Laminated Construction	1 – 5

Section 06 20 00	Finish Carpentry	1 – 4
Section 06 41 00	Architectural Wood Casework	1 – 7
Section 06 64 00	Plastic Paneling	1 – 5
 DIVISION 07	 THERMAL AND MOISTURE PROTECTION	
Section 07 13 26	Self-Adhering Sheet Waterproofing	1 – 6
Section 07 19 00	Water Repellents	1 – 4
Section 07 21 00	Thermal Insulation	1 – 3
Section 07 26 00	Vapor Retarders	1 – 5
Section 07 32 16	Concrete Roof Tiles	1 – 6
Section 07 41 00	Metal Roof and Wall Panels	1 – 6
Section 07 62 00	Sheet Metal Flashing and Trim	1 – 4
Section 07 92 00	Joint Sealants	1 – 7
 DIVISION 08	 OPENINGS	
Section 08 11 13	Hollow Metal Doors and Frames	1 – 6
Section 08 14 16	Flush Wood Doors	1 – 5
Section 08 31 00	Access Doors and Frames	1 – 4
Section 08 33 13	Overhead Coiling Counter Doors	1 – 4
Section 08 33 23	Overhead Coiling Doors	1 – 4
Section 08 51 13	Aluminum Windows	1 – 7
Section 08 71 00	Door Hardware	1 – 11
Section 08 81 00	Glass Glazing	1 – 4
Section 08 91 19	Fixed Louvers	1 – 3
 DIVISION 09	 FINISHES	
Section 09 24 00	Portland Cement Plastering	1 – 9
Section 09 29 00	Gypsum Board	1 – 8
Section 09 30 00	Tiling	1 – 7
Section 09 65 00	Resilient Flooring	1 – 8
Section 09 67 23	Resinous Flooring	1 – 6
Section 09 81 00	Acoustical Insulation – Glass Fiber	1 – 2
Section 09 91 00	Painting	1 – 8
 DIVISION 10	 SPECIALTIES	
Section 10 14 00	Signage	1 – 7
Section 10 21 13.19	Plastic Toilet Compartments	1 – 5
Section 10 28 13	Toilet Accessories	1 – 3
Section 10 44 00	Fire Protection Specialties	1 – 5
Section 10 75 00	Flagpoles	1 – 5
 DIVISION 11	 FOOD SERVICE EQUIPMENT	
Section 11 40 00	Foodservice Equipment	1 – 13

DIVISION 12	FURNISHINGS	
Section 12 93 00-TF	Site Furnishings	1 – 4
DIVISIONS 13 – 21	NOT USED	
DIVISION 22	PLUMBING	
Section 22 00 50	Basic Plumbing Materials and Methods	1 – 21
Section 22 10 00	Plumbing Piping Systems	1 – 10
Section 22 40 00	Plumbing Fixtures	1 – 7
Section 22 50 00	Plumbing Equipment	1 – 5
DIVISION 23	HEATING, VENTILATING, AND AIR-CONDITIONING	
Section 23 00 50	Basic HVAC Materials and Methods	1 – 16
Section 23 80 00	Heating, Ventilating and Air Conditioning	1 – 17
DIVISIONS 24 – 25	NOT USED	
DIVISION 26	ELECTRICAL	
Section 26 00 00	Electrical General Requirements	1 – 6
Section 26 05 00	Basic Materials and Methods	1 – 15
Section 26 09 00	Controls and Instrumentation	1 – 2
Section 26 09 23	Lighting Control System	1 – 4
Section 26 50 00	Lighting	1 – 7
Section 26 56 68	Sports Field Lighting	1 – 5
DIVISION 27	COMMUNICATIONS	
Section 27 05 50	Installation and Identification of Signal Cables	1 – 3
Section 27 13 10	Telephone Cabling System	1 – 3
Section 27 13 20	Data Communications System	1 – 10
Section 27 51 16	Stadium Sound System	1 – 14
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	
Section 28 16 00	Intrusion Alarm System	1 – 6
Section 28 31 00	Fire Detection and Alarm System	1 – 3
DIVISIONS 29 – 30	NOT USED	
DIVISION 31	EARTHWORK	
Section 31 00 00	Earthwork	1 – 6
Section 31 00 00-TF	Site Clearing and Demolition	1 – 5
Section 31 20 00-TF	Earth Moving	1 – 7
Section 31 20 00.10-TF	Excavation, Backfill and Compaction	1 – 5
Section 31 20 00.20-TF	Base Courses	1 – 9
Section 31 23 33	Trenching, Backfilling and Compaction	1 – 5

DIVISION 32	EXTERIOR IMPROVEMENTS	
Section 32 12 16	Asphalt Concrete Paving	1 – 4
Section 32 12 16-TF	Asphalt Paving	1 – 3
Section 32 12 16.10-TF	Track Asphalt Paving	1 – 11
Section 32 13 13	Portland Cement Concrete Paving	1 – 4
Section 32 13 13-TF	Concrete Paving	1 – 7
Section 32 14 16	Brick Unit Paving	1 – 3
Section 32 17 26	Tactile Warning Surfacing	1 – 4
Section 32 18 13-TF	Synthetic Grass Surfacing	1 – 7
Section 32 18 23.14-TF	Miscellaneous Paving/Surfacing	1 – 3
Section 32 18 23.39-TF	Synthetic Running Track Surfacing	1 – 6
Section 32 31 13	Chain Link Fences and Gates	1 – 7
Section 32 31 19	Decorative Metal Fences	1 – 4
Section 32 31 19.16	Swinging Decorative Metal Gates	1 – 5
Section 32 84 00-TF	Planting Irrigation	1 – 8
Section 32 92 00-TF	Turf and Grasses	1 – 11
Section 32 92 00.10-TF	Landscape Maintenance	1 – 5
Section 32 93 00-TF	Plants	1 – 9
DIVISION 33	UTILITIES	
Section 33 30 01	Piped Utilities	1 – 6
Section 33 30 02	Site Drainage	1 – 3
Section 33 40 00-TF	Storm Drainage Utilities	1 – 5
DIVISIONS 34 – 49	NOT USED	

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Atkinson, Andelson, Loya, Ruud & Romo  
A Professional Corporation  
5776 Stoneridge Mall Road, Suite 200  
Pleasanton, CA 94588  
Attention: Patrick A. Gunn

This document is recorded for the benefit of the CENTER  
UNIFIED SCHOOL DISTRICT, and recording is fee exempt  
under Section 6103 of the Government Code.

---

**SITE LEASE  
(ATHLETIC FACILITIES UPGRADES PROJECT)**

by and between

**CENTER UNIFIED SCHOOL DISTRICT**  
as Lessor

and

**ROEBBELEN CONTRACTING, INC.**  
as Lessee

Dated as of \_\_\_\_\_, 2008

## **SITE LEASE**

THIS SITE LEASE ("Lease") dated as of \_\_\_\_\_, 2008 ("Effective Date"), is made and entered into by and between the CENTER UNIFIED SCHOOL DISTRICT ("District"), a school district duly organized and validly existing under the laws of the State of California, as lessor, and ROEBBELEN CONTRACTING, INC. ("Contractor"), a California corporation duly organized and existing under the laws of the State of California, as lessee.

## **RECITALS**

WHEREAS, the District currently owns a parcel of land located at 3111 Center Court Lane, City of Antelope, County of Sacramento, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Site");

WHEREAS, the District desires to provide for the construction of the ATHLETIC FACILITIES UPGRADES PROJECT as more particularly described in Exhibit "A" to the Facilities Lease (defined below), which is incorporated herein by this reference (the "Project");

WHEREAS, the Governing Board of the District (the "Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to the Contractor and by immediately entering into the Facilities Lease under which the District will sublease the Site and the Project from the Contractor;

WHEREAS, the District is authorized under section 17406 of the Education Code of the State of California to lease the Site to the Contractor, and to have the Contractor construct the Project on the Site and sublease the Site and the Project to the District, and the Board has duly authorized the execution and delivery of this Lease;

WHEREAS, the Contractor is authorized to lease the Site as lessee and to construct the Project on the Site, and has duly authorized the execution and delivery of this Lease; and

WHEREAS, the District has performed all acts, conditions and things required to have happened and to have been performed precedent to and in connection with the execution and creation of this Lease and all such acts, conditions and things have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements and covenants contained herein including Contractor's payment of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.1. Unless the context clearly requires otherwise, all words and phrases defined in Section 1.1 of the Facilities Lease by and between the District and the Contractor (the "Facilities Lease") dated concurrently herewith shall have the same meaning in this Lease.

## **ARTICLE II**

### **DEMISING CLAUSES**

Section 2.1. Lease of the Site. The District hereby leases to the Contractor, and the Contractor hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Lease. This Lease shall only take effect if the Facilities Lease is executed by the District and Contractor concurrently with execution of this Lease.

Section 2.2. Rental. In consideration for the lease of the Site by the District to the Contractor and for other good and valuable consideration, the Contractor shall pay One Dollar (\$1.00) to the District.

Section 2.3. No Merger. The subleasing of the Site by the Contractor to the District pursuant to the Facilities Lease shall not affect or result in a merger of the estates of the District in the Site, and the Contractor shall continue to have a leasehold estate in the Site pursuant to this Lease throughout the term hereof.

## **ARTICLE III**

### **QUIET ENJOYMENT**

Section 3.1. The parties intend that the Site will be leased back to the District pursuant to the Facilities Lease for the term thereof. It is further intended that, to the extent provided herein and in the Facilities Lease, if an Event of Default by District occurs under the Facilities Lease, the Contractor, or its assignee, will have the right, for the then remaining term of this Lease, to: (a) take possession of the Site; (b) if it deems it appropriate, cause appraisal of the Site and a study of the then reasonable use thereof to be undertaken; and (c) relet the Site. Subject to any rights the District may have under the Facilities Lease to possession and enjoyment of the Site in the absence of an Event of Default, the District hereby covenants and agrees that it will not take any action to prevent the Contractor from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of the Contractor, to the extent that it may lawfully do so, join in any legal action in which the Contractor asserts its right to such possession and enjoyment.

## ARTICLE IV

### SPECIAL COVENANTS AND PROVISIONS

Section 4.1. Waste. The Contractor agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

Section 4.2. Further Assurances and Corrective Instruments. The District and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any necessary supplements hereto and/or further instruments that are reasonably necessary or required for correcting any incomplete, inadequate or incorrect provisions of this Lease, including the description of the Site hereby leased or intended to be, or for carrying out the intention of this Lease and the Facilities Lease.

Section 4.3. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, subject to compliance with section 24 of the Construction Provisions.

Section 4.4. Representations of the District. The District represents and warrants to the Contractor as follows:

(a) Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to enter into, to execute and to deliver this Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Lease.

(c) No Violations. The execution and delivery of this Lease and the Facilities Lease, and the fulfillment of and compliance with the terms and conditions hereof and thereof, and consummation of the transactions contemplated hereby or thereby, do not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

Section 4.5. Representations of the Contractor. The Contractor represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence. The Contractor is a California corporation duly organized and existing under the laws of the State of California, has power to enter into this Lease and the Facilities Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the documents and agreements referenced herein and therein.

(b) Authorization. The Contractor has the full power and authority to enter into, to execute and to deliver this Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Lease.

(c) No Violations. The execution and delivery of this Lease and the Facilities Lease, and the fulfillment of and compliance with the terms and conditions hereof and thereof, and the consummation of the transactions contemplated hereby and thereby, do not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Contractor is now a party or by which the Contractor is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Contractor, or upon the Site, except Permitted Encumbrances.

## **ARTICLE V**

### **ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

Section 5.1. Assignment and Subleasing. This Lease may be assigned and the Site subleased, as a whole or in part, by the Contractor only upon the prior written consent of the District to such sublease.

Section 5.2. Restrictions on District. The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Lease.

Section 5.3. Liens. Contractor agrees to keep the Site and every part thereof free and clear of any and all liens, including without limitation, pledges, charges, encumbrances, claims, materialmen liens, mechanic liens, Stop Notice claims, and any other claims or liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project. The parties acknowledge Contractor cannot prevent subcontractors and suppliers from serving Preliminary 20 Day Notices. Contractor further agrees to pay promptly and fully and discharge any and all claims on which any such claim or lien may or could be based, and to save and hold District free and harmless from any and all such claims or liens, including without limitation any suits or other proceedings pertaining thereto, including legal expense incurred as a result of such claim, lien, action or proceeding.

## **ARTICLE VI**

### **IMPROVEMENTS**

Section 6.1. Title to all improvements made on the Site during the term hereof shall vest subject to the terms of the Facilities Lease.

## ARTICLE VII

### TERM AND TERMINATION

Section 7.1. Term. The term of this Lease shall commence on the date hereof and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Contractor, or its assignee, all Lease Payments and other payments which may be due under the Facilities Lease, and provided this Lease has not terminated pursuant to Sections 4.3(a) or 4.3(b) of the Facilities Lease.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

If to the Contractor: ROEBBELEN CONTRACTING, INC.  
1241 Hawks Flight Court  
El Dorado Hills, CA 95762  
Attn: Terence J. Street, President and CEO

If to District: CENTER UNIFIED SCHOOL DISTRICT  
8408 Watt Avenue  
Antelope, CA 95843-9116  
Attn: Dr. Kevin J. Jolly, Superintendent

With a Copy to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
The Atrium  
5776 Stoneridge Mall Road, Suite 200  
Pleasanton, CA 94588  
Attn: Patrick A. Gunn, Esq.

The Contractor and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 8.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

Section 8.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto or their respective successors-in-interest.

Section 8.5. Obligations Absolute. The Contractor agrees that the obligations of the Contractor are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

Section 8.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 8.7. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8. Contractor and District Representatives. Whenever under the provisions of this Lease the approval of the Contractor or the District is required, or the Contractor or the District is required to take some action at the request of the other, such approval or such request shall be given for the Contractor by the Contractor Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 8.9. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 8.10. Prior Agreements. This Lease and the corresponding Facilities Lease collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

Section 8.11. Attorney's Fees. If either party brings an action or proceeding involving the Project or the Site or to enforce the terms of this Lease or to declare rights hereunder, each party shall bear its own attorney fees and costs.

Section 8.12. Relationship of the Parties. Nothing contained in this Lease shall be construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between District and Contractor, or any other person or entity, or as causing one party to be responsible in any way for the debts or obligations of such other person or entity.

Section 8.13. No Implied Waiver. The waiver by District or Contractor of any term, condition, or covenant contained in this Lease shall not be deemed a waiver of any other term, condition or covenant, nor shall either party's consent to any breach be deemed to constitute or imply its consent to or waiver of any subsequent breach of the same term or another term, condition or covenant of this Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their respective duly authorized officers as of the Effective Date.

CENTER UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Kevin J. Jolly, Superintendent

Attest: \_\_\_\_\_  
Clerk of the Governing Board  
CENTER UNIFIED SCHOOL DISTRICT

ROEBBELEN CONTRACTING, INC.

By: \_\_\_\_\_  
Terence J. Street, President and CEO

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: \_\_\_\_\_  
Patrick A. Gunn, Legal Counsel  
for CENTER UNIFIED SCHOOL DISTRICT

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California            )  
  ) ss.  
County of                        )

On \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California       )  
                                      ) ss.  
County of                    )

On \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

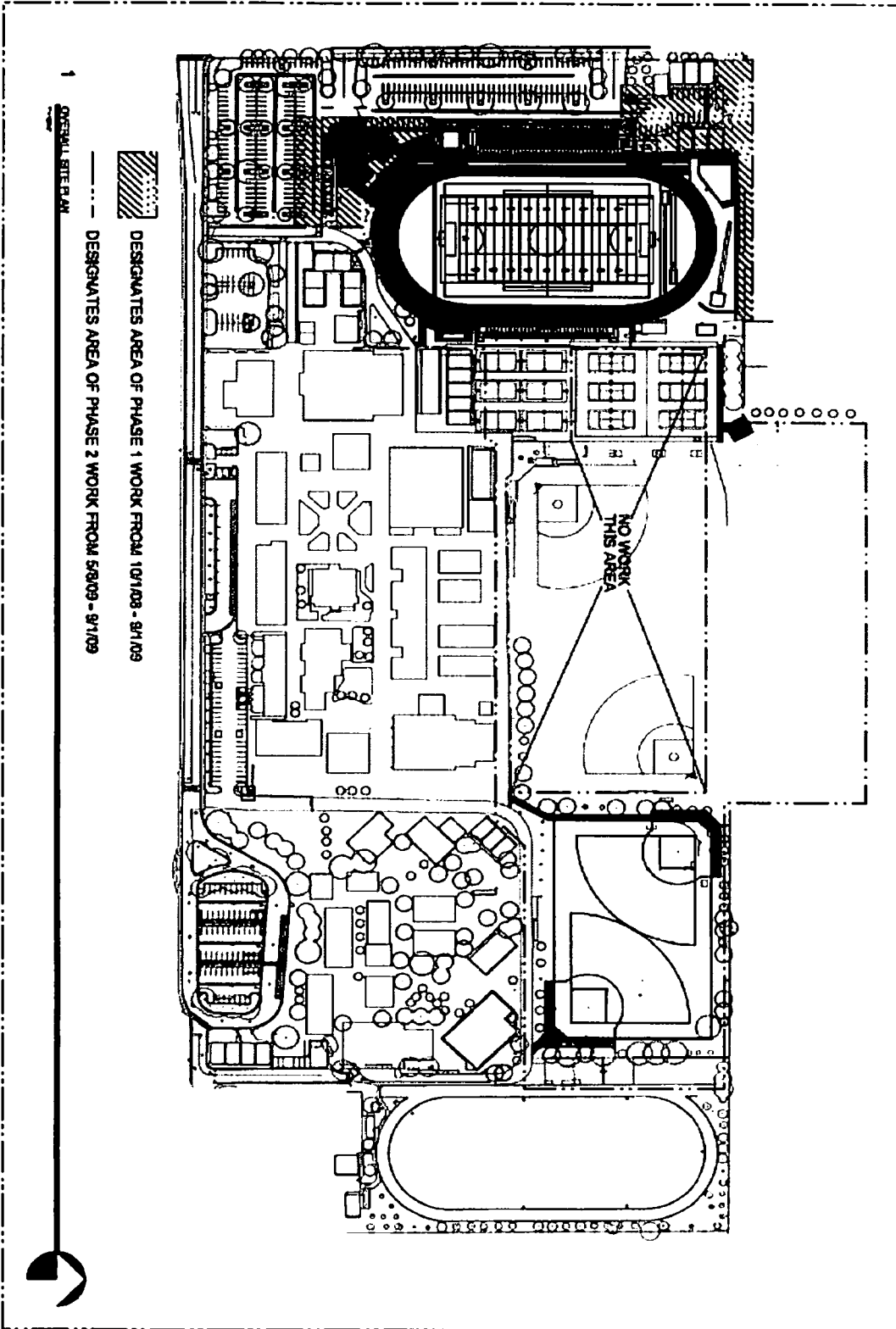
On \_\_\_\_\_, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS my hand and official seal.**

**Signature of Notary**

EXHIBIT "A"

DESCRIPTION OF SITE



# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Facilities & Operations Department

**Date:** October 1, 2008

**Action Item**   X  

**To:** Board of Trustees

**Information Item**           

**From:** Craig Deason, Assist. Supt.

**# Attached Pages**   13  

**Assist.Supt. Initials:**   CD  

**SUBJECT:** Approve Contract for DSA Inspection Services for Center High School Athletic Facilities Upgrade Project

The contract for Mason L. Donaldson, Gemini Inspection Services, DSA Inspector, is presented for approval for the Center High Athletic Facilities Upgrade Project. The cost of the contract is not to exceed \$55,387.00 for Phase I. The cost will be paid from the bond proceeds.

**RECOMMENDATION:** That the Board of Trustees approve the contract for Mason L. Donaldson for DSA Inspection Services for the Center High Athletic Facilities Upgrade Project.

**CONSENT AGENDA**

**AGREEMENT  
BETWEEN CENTER UNIFIED SCHOOL DISTRICT AND DSA PROJECT INSPECTOR**

THIS AGREEMENT is entered into on October 1, 2008, by and between the Center Unified School District ("District") and Gemini Inspection Service ("Consultant" or "DSA PROJECT INSPECTOR") for professional inspection services.

**ARTICLE 1.  
CONSULTANT'S SERVICES AND RESPONSIBILITIES**

The Consultant agrees to further the interests of the District by furnishing the Consultant's skill and judgment in cooperation with, and in reliance upon, the services of the District's staff. The Consultant agrees to provide the District with inspection services in connection with the construction of the Center High School Athletic Facilities Upgrades Project, located at 3111 Center Court Lane, Antelope, California (the "Project").

**1. SCOPE OF CONSULTANTS SERVICES**

1.1. The Consultant's services shall include but not be limited to the following tasks:

1.1.1. Provide resident inspection services to insure construction compliance with code, plans, specifications and quality control required of public schools in the State of California. Perform all services required of the DSA PROJECT INSPECTOR in the Construction Contract Documents. Issue correction and stop work notices and notify the District or its representative(s) in writing if work does not conform to contract documents, codes, plans, and specifications. If the Contractor fails to immediately correct the deviation, Consultant shall notify the District or its representative in writing of the continued deviation and send copies of such notice to the architect and the Division of State Architect ("DSA").

The Consultant must have actual personal knowledge, pursuant to California Education Code Section 17309, obtained by his personal and continuous inspection of the work of construction in all stages of its progress, that the requirements of the approved plans and specifications are being completely executed. Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the Consultant. Other types of work which can be completely inspected after the work is installed may be carried on while the Consultant is not present. In any case, the Consultant must personally inspect every part of the work. In no case shall the Consultant have or assume any duties which will prevent him/her from providing continuous inspection.

1.1.2. Verify that Contractor's As-Built record documents are updated and review monthly prior to processing of Contractor's monthly payment request.

1.1.3. Maintain liaison communications with the A/E, District, or its representative(s), Testing Lab, District and other regulatory agencies and governing bodies as necessary to maintain Project continuity.

1.1.4. Submit, on a daily basis, an activity report to the District, or its representative(s), including

the following information:

1.1.4.1. Activities performed by the Contractors, and areas where work is performed, referenced to the plans and/or specifications.

1.1.4.2. Manpower assigned to each Contractor and Subcontractor, including numbers of individuals in each trade and type of work performed.

1.1.4.3. Weather conditions.

1.1.4.4. Equipment and materials delivered to the site.

1.1.4.5. Construction equipment and vehicles utilized and duration on Project.

1.1.4.6. Nature and location of the work being performed (starting and completion dates for various portions of the work).

1.1.4.7. Verbal communication and clarifications of the work given to the Contractor.

1.1.4.8. Inspection by representatives of regulatory agencies.

1.1.4.9. Occurrences or conditions that might affect Contract Sum or Contract Time.

1.1.4.10. Visitors to the site, titles, and reasons for visit.

1.1.4.11. DSA PROJECT INSPECTOR'S record journal to include Pertinent Calls relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the District.

1.1.4.12. Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

1.1.4.13. Times of day DSA PROJECT INSPECTOR was present on site.

1.1.5. Notwithstanding anything expressed or implied to the contrary, the Consultant shall comply with all federal, state, county and local governmental requirements bearing on the performance of its work.

1.1.6. Review and monitor Contractor's construction methods and procedures during all construction activities and keep a written record of certain phases of construction procedure including, but not limited to, the following:

1.1.6.1. Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

1.1.6.2. Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

1.1.6.3. Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the Consultant arising out of or in any way connected with the Project shall be and remain the property of the District. A complete and accurate copy of all records kept or created by the Consultant arising under or connected in any way to the Project shall be furnished by the Consultant to the District immediately upon written demand by the District.

1.1.7. Attend all meetings as required by the Construction Contract Documents or requested by District, or its representative(s), e.g. pre-construction meetings, payment review meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-installation meetings, schedule review meetings, etc.

1.1.8. Assist the District or its representative in scheduling all required site tests and testing laboratory visitations required by the contract documents. Observe and record dates and times of all test procedures and results.

1.1.9. Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such inspection must occur within twenty-four (24) hours of Contractor's delivery to the job site.

1.1.10. Review and initial the Contractor's Monthly Progress Payment Requests at payment review meetings.

1.1.11. Assist the District or its representative in the review of Contractor's Submittals.

1.1.12. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a punch list and submit to the District, or its representative(s).

1.1.13. Either on an ongoing basis, or at completion of Project, deliver a copy of all inspection records and Project correspondence to the District.

1.1.14. Prior to commencement of work, Consultant will cooperate with the District and/or its representative(s) to develop an inspection plan for all inspection required for the construction of the Project.

1.1.15. Initiate and file all Project-related required inspection forms, verified reports, and semi-monthly and quarterly reports with the Division of the State Architect prior to their due date, with copies to the District, or its representative(s) and the Architect.

1.1.16. Monitor and sign Contractor's daily extra work forms for tracking time and material change order work.

1.1.17. Attend regular DSA PROJECT INSPECTOR meetings conducted by District, or its representative(s) for purposes of coordination and training.

1.1.18. Provide notification to the Division of State Architect as follows:

1.1.18.1. When work is started on the Project.

1.1.18.2. At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.

1.1.18.3. At least 48 hours in advance of the first pour of concrete.

1.1.18.4. When work is suspended for a period of more than two weeks.

## **ARTICLE 2.**

### **TERMS AND CONDITIONS OF WORK**

#### **2.1. RESPONSIBILITIES/QUALIFICATIONS/STATUS OF CONSULTANT**

2.1.1. Consultant must meet the qualifications for an on-site DSA Project Inspector as provided in the State Building Code Part 1, Title 24, Section 4-333 of the California Code of Regulations, and meet the requirements as provided in the DGS/DSA Interpretation of Regulations Documents IR A-7 and IR A-8 (See Attachment A and Attachment B). The Consultant shall have a General Inspector Class 1 Certificate from the Division of State Architect and shall only perform duties for the DSA certificate for which it's qualified.

2.1.2. The Consultant shall be the District's agent in providing the Consultant Services described in the Agreement. The Consultant accepts the relationship of trust, confidence and good faith and fair dealing which is established by this Agreement. The Consultant represents, warrants and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the Project. The Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by public school inspectors in the State of California. The Consultant warrants that it will exercise its best professional efforts so that all its work will conform to those professional standards, that it will perform its services in an expeditious and economical manner, that it will cooperate with any contractor, design professional or other representative(s) employed by the District. The Consultant further represents and warrants to the District that it has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice its profession. The Consultant further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2.1.3. The District retains the Consultant on an independent contractor basis and the Consultant is not an employee of the District.

2.1.4. Consultant shall obtain approval of District before entering into contracts with any other District during the term of this Agreement.

2.1.5. Consultant shall neither subcontract any portion of this work nor employ assistants to

perform any duties other than clerical under this contract. The Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance for services and as required by law. The Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers compensation insurance. All such salaries and obligations shall be at consultant's own expense.

2.1.6. The Consultant shall not have a financial or investment interest in any of the persons, Contractors or companies with responsibilities for the construction Project, nor shall he have the authority to assist the Contractor in the performance of the Contractor's work, nor to undertake any responsibilities of the Contractor, its employees, or sub-contractors. It shall be understood, however, that the Consultant, acting on behalf of the District, shall make every attempt to identify and help solve problems preventing the orderly progress of the Project.

2.1.7. The Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict of interest between family, business or financial interests of the Consultant and the services under this Agreement. In the event of any change in either interests or services under this Agreement, the Consultant affirms that it will raise with the District any question regarding any possible conflict of interest that may arise as a result of such change.

2.1.8. The Consultant shall not disclose or permit the disclosure of any information designated by the District as confidential, except to its agents or employees who need such confidential information to properly perform their duties relative to this Agreement.

2.1.9. The Consultant shall not have the authority to grant permission of modifications, changes or deviations from the Construction Contract Documents.

2.1.10. Consultant shall provide District with proof of Department of Justice clearance as required to work in the presence of children on a public school site.

## **2.2. RESPONSIBILITIES OF DISTRICT**

The District shall provide the Consultant with documented Project information in its possession that is reasonably necessary for the performance of the work described herein. The District shall designate a representative as the Consultant's primary contact for all Project information; the representative shall be responsible for examining all documents submitted by the Consultant and shall render decisions and additional information in a prompt and effective manner as required to support the Project. The District shall provide prompt payment for all approved invoices, as provided for in this Agreement.

Also to be provided in this Agreement by District:

- All Pertinent Documents
- Approved Construction Contract Documents, including plans: (1) Full Size, and (1) reduced set

## **2.3. TERMINATION OF AGREEMENT**

**2.3.1. This Agreement may be terminated as follows:**

**2.3.1.1. Job completion - This agreement is intended to terminate under normal circumstances upon the actual final completion of the Project, evidenced by the completion and correction of all deficiencies or Punch list items, by Final Acceptance by the District, and submission of documents to the Office of the State Architect in notification of completion; e.g. Notice of Completion; SSS 6A/E - Final Certified Report; SSS 6 - Final Certified Report; Final Laboratory Test Report.**

**2.3.1.2. Loss of Construction Inspector Certification - This agreement shall automatically terminate and the payment shall cease should the Consultant - Inspector lose his California state certification or approval by the Office of the State Architect to perform required duties.**

**2.3.1.3. At the sole discretion of the District, without cause, upon providing 30 days written notice to the Consultant;**

**2.3.1.4. At the sole discretion of District, upon providing 30 days written notice to the Consultant, for the convenience of District, including, but not limited to, economic, policy or administrative convenience;**

**2.3.1.5. By mutual written consent of the parties;**

**2.3.1.6. At any time with written notice to the other party of a material breach by the other party of any of the provisions hereof.**

**2.3.2. If this agreement is terminated pursuant to this subdivision, the Consultant shall be compensated for all work properly performed prior to the effective date of termination.**

**2.3.3. Upon receipt of a termination notice under this subdivision, the Consultant shall (i) promptly discontinue all services affected, unless the notice directs otherwise, and (ii) deliver or otherwise make available to the District all data, documents, reports and such other information and materials as may have been prepared or accumulated by the Consultant in performing this Agreement, whether completed or in process.**

**2.3.4. The District may in writing order the Consultant to suspend all or any part of the Consultant's services for the convenience of the District or for work stoppage beyond the control of the District or the Consultant. If the performance of all or any part of the Consultant's services is so suspended, an adjustment in the Consultant compensation shall be made for the increase, if any, in the cost of the Consultant's performance of this Agreement caused by such suspension, and this Agreement shall be modified in writing accordingly.**

**2.4. NOTICES**

**Any notice relevant to this Agreement may be served effectually upon either the District or the Consultant, one to the other, by delivering such notice in writing, or sending such notice by telegram or certified letter to the address of the recipient as noted on the last page of this Agreement. All notices to be delivered by mail shall be deposited in a United States mail**

depository with first class postage thereon fully prepaid.

## **2.5. HOLD HARMLESS**

2.5.1.. The Consultant shall indemnify, defend, and hold harmless the District, its Board of Trustees, officers, agents, other consultants, and employees from any and all liens and claims, liabilities, damages, losses, causes of actions and demands, costs or expenses, including reasonable attorneys fees, expert's fees, awards, fines or judgments, incurred in connection with, or in any manner arising out of, the negligent acts or omissions of the Consultant; however, the Consultant shall not be obligated under this Agreement to indemnify the District, its agents, Contactors, Architects, or others involved in the Project, to the extent that the damage is caused by the active or sole negligence or willful misconduct of the District or its agents or servants other than the Consultant.

2.5.2. It is further understood that the District's acceptance of, or payment for any services performed by the Consultant under this Agreement shall not be construed to operate as a waiver of any rights the District may hold under this Agreement or of any cause of action arising out of the Consultant's performance of this Agreement.

## **2.6. TIME**

2.6.1. Time is of the essence in this Agreement.

2.6.2. The Consultant shall begin its services on October 17, 2008 and continue through the time of job completion, as defined in section 2.3.1.1 of this Agreement. The time for performing services under this Agreement may only be extended in writing and by mutual consent of the parties.

2.6.3. The District reserves the right to employ other consultants in connection with theProject, or to perform work related to the Project with the District's own forces.

The Consultant shall notify the District if any such independent action will in any way compromise the Consultant's responsibilities under this Agreement.

## **2.7. CHANGES TO THE AGREEMENT**

This Agreement represents the entire and integrated contract between the Center Unified School District and the Consultant. This Agreement may be changed or amended by written, mutual consent of the District and the Consultant. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

## **2.8. ASSIGNMENT**

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the District. Written notice of any such transfer shall be furnished promptly to the District. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

## 2.9. NOTICES

All certificates, endorsements, cancellations, and other notices required under this Agreement shall be delivered to the following addresses:

Mr. Craig Deason	_____
Assistant Superintendent Facilities/Operations	_____, Title
Center Unified School District	_____ Company
8408 Watt Avenue	_____ Address
Antelope, CA 95843	_____ City/Zip

## 2.10. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

In the performance of the work authorized under this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, sex, national origin, or handicap.

## 2.11. DISPUTES

2.11.1. Mediation. The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

2.11.2. Arbitration. In the event that a Claim remains unresolved after mediation, pursuant to Public Contract Code section 22200, et seq., the Claim shall be decided by binding arbitration in accordance with Public Contract Code sections 10240-10245.4, and the implementing regulations contained in Title 1 of the California Code of Regulations then in effect. The hearing in any arbitration under this provision shall be held in Sacramento County.

## 2.12. RECORDS/COPIES

All reports, drawings, renderings, or other documents or materials prepared by the Consultant shall become the property of the District. The District shall have the right to obtain for its records copies of all materials, which may be prepared by the Consultant under this Agreement.

## 2.13. TAX PAYER I.D. NUMBER

The Consultant shall deliver to the District the Consultant's IRS Taxpayer I.D. Number prior to any

payments being made by the District under this agreement.

#### **2.14. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California, and constitutes the entire agreement between the parties regarding its subject matter.

#### **2.15. COMPLETE MERGER**

This Agreement supersedes all proposals, negotiations and other communications of every kind, oral and written, and all agreements, oral and written, heretofore between the parties related to the subject matter of this Agreement. In entering into this Agreement, the parties each acknowledge that they have not relied upon any representations other than those expressly set forth herein.

#### **2.16. SEVERABILITY**

If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provisions provided that the severance of such provision(s) does not result in a material failure of consideration under this Agreement to either Consultant or the District.

#### **2.17. INSURANCE**

The Consultant 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 will protect the Consultant and District from claims which may arise out of or result from the Consultant's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves 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:

**2.17.1. Workers' Compensation and Employers Liability Insurance** in accordance with the laws of the State of California. Or if self employed, obtain and maintain during the term of this agreement, private medical insurance and provide proof of such insurance to the District.

If the Consultant is a self-employed individual, the Consultant agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the Consultant did not arrange or which may be required due to any injuries of any type that may be sustained by the Consultant while performing services under this Agreement. The Consultant shall, prior to commencing services herein, provide the District with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the Consultant shall not relieve the Consultant of Consultant's financial responsibility for the cost of medical and related treatment.

**2.17.2. Comprehensive general and auto liability insurance** with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:



3.5. Invoices for compensation shall be submitted monthly to the District, in arrears, for services provided and expenses incurred during the previous month. If the District requires additional information or documentation to verify and approve the compensation request, the Consultant shall promptly provide such information or documentation. No invoices will be approved unless all required reports for the invoice period have been received. The District agrees to pay the Consultant within thirty (30) calendar days of receipt of an approvable invoice (See 3.5.1) accompanied by all required backup documentation. For any month in which payment is not received within such time period, Consultant may add a service charge of one percent to the following month's invoice.

3.5.1. An approvable invoice shall consist of the following:

- Consultant shall use an invoice format acceptable to the District
- Vendor name and address
- Purchase order number
- Billing period
- Monthly rate

3.6. If any required reports are not received within fifteen (15) days of due dates described below, the payment will be reduced by fifty dollars (\$50.00) for each day past the due date of the late report(s) as liquidated damages.

Report	Due Date
Daily	Not later than noon the next working day
Semi-monthly	On the 1 <sup>st</sup> and the 15 <sup>th</sup> of each month

3.7. Payments are to be made payable to the Consultant and forwarded to:

\_\_\_\_\_

The undersigned, acting as authorized signatories, acknowledge that this Agreement has been reviewed and approved, and so indicate by their signatures below:

**Consultant**

**Center Unified School District**

By: \_\_\_\_\_

By: Craig Deason  
Assistant Superintendent Facilities/Operations  
8408 Watt Avenue  
Antelope, CA 95843  
Phone: 916/338-7580  
Fax: 916-338-6339

Taxpayer ID #: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Department of Justice (DOJ) Fingerprinting:  
Required

By: \_\_\_\_\_  
Kevin Jolly, Ed.D Superintendent

Obtained ☐

Date:

Date Received:

Board Approval Date:

*Center Unified School District*

<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b> Superintendent's Office	<b>Action Item</b> _____
<b>To:</b> Board of Trustees	<b>Information Item</b> <u>  X  </u>
<b>Date:</b> October 1, 2008	<b># Attached Pages</b> _____
<b>From:</b> Dr. Kevin J. Jolly, Superintendent	
<b>Principal/Administrator Initials:</b> _____	

**SUBJECT: Information Item**

The Board of Trustees will be reviewing and discussing the 40 Fully Developmental Assets for Middle Childhood and Adolescents.

**RECOMMENDATION: information only**

## 40 Developmental Assets® for Middle Childhood

Search Institute® has identified the following building blocks of healthy development—known as Developmental Assets®—that help young people grow up healthy, caring, and responsible.



<b>External Assets</b>	<b>Support</b>	<ol style="list-style-type: none"> <li><b>Family support</b>—Family life provides high levels of love and support.</li> <li><b>Positive family communication</b>—Parent(s) and child communicate positively. Child feels comfortable seeking advice and counsel from parent(s).</li> <li><b>Other adult relationships</b>—Child receives support from adults other than her or his parent(s).</li> <li><b>Caring neighborhood</b>—Child experiences caring neighbors.</li> <li><b>Caring school climate</b>—Relationships with teachers and peers provide a caring, encouraging environment.</li> <li><b>Parent involvement in schooling</b>—Parent(s) are actively involved in helping the child succeed in school.</li> </ol>
	<b>Empowerment</b>	<ol style="list-style-type: none"> <li><b>Community values children</b>—Child feels valued and appreciated by adults in the community.</li> <li><b>Children as resources</b>—Child is included in decisions at home and in the community.</li> <li><b>Service to others</b>—Child has opportunities to help others in the community.</li> <li><b>Safety</b>—Child feels safe at home, at school, and in his or her neighborhood.</li> </ol>
	<b>Boundaries &amp; Expectations</b>	<ol style="list-style-type: none"> <li><b>Family boundaries</b>—Family has clear and consistent rules and consequences and monitors the child's whereabouts.</li> <li><b>School Boundaries</b>—School provides clear rules and consequences.</li> <li><b>Neighborhood boundaries</b>—Neighbors take responsibility for monitoring the child's behavior.</li> <li><b>Adult role models</b>—Parent(s) and other adults in the child's family, as well as nonfamily adults, model positive, responsible behavior.</li> <li><b>Positive peer influence</b>—Child's closest friends model positive, responsible behavior.</li> <li><b>High expectations</b>—Parent(s) and teachers expect the child to do her or his best at school and in other activities.</li> </ol>
	<b>Constructive Use of Time</b>	<ol style="list-style-type: none"> <li><b>Creative activities</b>—Child participates in music, art, drama, or creative writing two or more times per week.</li> <li><b>Child programs</b>—Child participates two or more times per week in cocurricular school activities or structured community programs for children..</li> <li><b>Religious community</b>—Child attends religious programs or services one or more times per week.</li> <li><b>Time at home</b>—Child spends some time most days both in high-quality interaction with parents and doing things at home other than watching TV or playing video games.</li> </ol>
<b>Internal Assets</b>	<b>Commitment to Learning</b>	<ol style="list-style-type: none"> <li><b>Achievement Motivation</b>—Child is motivated and strives to do well in school.</li> <li><b>Learning Engagement</b>—Child is responsive, attentive, and actively engaged in learning at school and enjoys participating in learning activities outside of school.</li> <li><b>Homework</b>—Child usually hands in homework on time.</li> <li><b>Bonding to school</b>—Child cares about teachers and other adults at school.</li> <li><b>Reading for Pleasure</b>—Child enjoys and engages in reading for fun most days of the week.</li> </ol>
	<b>Positive Values</b>	<ol style="list-style-type: none"> <li><b>Caring</b>—Parent(s) tell the child it is important to help other people.</li> <li><b>Equality and social justice</b>—Parent(s) tell the child it is important to speak up for equal rights for all people.</li> <li><b>Integrity</b>—Parent(s) tell the child it is important to stand up for one's beliefs.</li> <li><b>Honesty</b>—Parent(s) tell the child it is important to tell the truth.</li> <li><b>Responsibility</b>—Parent(s) tell the child it is important to accept personal responsibility for behavior.</li> <li><b>Healthy Lifestyle</b>—Parent(s) tell the child it is important to have good health habits and an understanding of healthy sexuality.</li> </ol>
	<b>Social Competencies</b>	<ol style="list-style-type: none"> <li><b>Planning and decision making</b>—Child thinks about decisions and is usually happy with results of her or his decisions.</li> <li><b>Interpersonal Competence</b>—Child cares about and is affected by other people's feelings, enjoys making friends, and, when frustrated or angry, tries to calm her- or himself.</li> <li><b>Cultural Competence</b>—Child knows and is comfortable with people of different racial, ethnic, and cultural backgrounds and with her or his own cultural identity.</li> <li><b>Resistance skills</b>—Child can stay away from people who are likely to get her or him in trouble and is able to say no to doing wrong or dangerous things.</li> <li><b>Peaceful conflict resolution</b>—Child seeks to resolve conflict nonviolently.</li> </ol>
	<b>Positive Identity</b>	<ol style="list-style-type: none"> <li><b>Personal power</b>—Child feels he or she has some influence over things that happen in her or his life.</li> <li><b>Self-esteem</b>—Child likes and is proud to be the person that he or she is.</li> <li><b>Sense of purpose</b>—Child sometimes thinks about what life means and whether there is a purpose for her or his life.</li> <li><b>Positive view of personal future</b>—Child is optimistic about her or his personal future.</li> </ol>



## 40 Developmental Assets® for Adolescents (ages 12-18)

Search Institute® has identified the following building blocks of healthy development—known as Developmental Assets®—that help young people grow up healthy, caring, and responsible.



External Assets	Support	<ol style="list-style-type: none"><li>1. <b>Family support</b>—Family life provides high levels of love and support.</li><li>2. <b>Positive family communication</b>—Young person and her or his parent(s) communicate positively, and young person is willing to seek advice and counsel from parents.</li><li>3. <b>Other adult relationships</b>—Young person receives support from three or more nonparent adults.</li><li>4. <b>Caring neighborhood</b>—Young person experiences caring neighbors.</li><li>5. <b>Caring school climate</b>—School provides a caring, encouraging environment.</li><li>6. <b>Parent involvement in schooling</b>—Parent(s) are actively involved in helping young person succeed in school.</li></ol>
	Empowerment	<ol style="list-style-type: none"><li>7. <b>Community values youth</b>—Young person perceives that adults in the community value youth.</li><li>8. <b>Youth as resources</b>—Young people are given useful roles in the community.</li><li>9. <b>Service to others</b>—Young person serves in the community one hour or more per week.</li><li>10. <b>Safety</b>—Young person feels safe at home, school, and in the neighborhood.</li></ol>
	Boundaries & Expectations	<ol style="list-style-type: none"><li>11. <b>Family boundaries</b>—Family has clear rules and consequences and monitors the young person's whereabouts.</li><li>12. <b>School Boundaries</b>—School provides clear rules and consequences.</li><li>13. <b>Neighborhood boundaries</b>—Neighbors take responsibility for monitoring young people's behavior.</li><li>14. <b>Adult role models</b>—Parent(s) and other adults model positive, responsible behavior.</li><li>15. <b>Positive peer influence</b>—Young person's best friends model responsible behavior.</li><li>16. <b>High expectations</b>—Both parent(s) and teachers encourage the young person to do well.</li></ol>
	Constructive Use of Time	<ol style="list-style-type: none"><li>17. <b>Creative activities</b>—Young person spends three or more hours per week in lessons or practice in music, theater, or other arts.</li><li>18. <b>Youth programs</b>—Young person spends three or more hours per week in sports, clubs, or organizations at school and/or in the community.</li><li>19. <b>Religious community</b>—Young person spends one or more hours per week in activities in a religious institution.</li><li>20. <b>Time at home</b>—Young person is out with friends "with nothing special to do" two or fewer nights per week.</li></ol>
Internal Assets	Commitment to Learning	<ol style="list-style-type: none"><li>21. <b>Achievement Motivation</b>—Young person is motivated to do well in school.</li><li>22. <b>School Engagement</b>—Young person is actively engaged in learning.</li><li>23. <b>Homework</b>—Young person reports doing at least one hour of homework every school day.</li><li>24. <b>Bonding to school</b>—Young person cares about her or his school.</li><li>25. <b>Reading for Pleasure</b>—Young person reads for pleasure three or more hours per week.</li></ol>
	Positive Values	<ol style="list-style-type: none"><li>26. <b>Caring</b>—Young person places high value on helping other people.</li><li>27. <b>Equality and social justice</b>—Young person places high value on promoting equality and reducing hunger and poverty.</li><li>28. <b>Integrity</b>—Young person acts on convictions and stands up for her or his beliefs.</li><li>29. <b>Honesty</b>—Young person "tells the truth even when it is not easy."</li><li>30. <b>Responsibility</b>—Young person accepts and takes personal responsibility.</li><li>31. <b>Restraint</b>—Young person believes it is important not to be sexually active or to use alcohol or other drugs.</li></ol>
	Social Competencies	<ol style="list-style-type: none"><li>32. <b>Planning and decision making</b>—Young person knows how to plan ahead and make choices.</li><li>33. <b>Interpersonal Competence</b>—Young person has empathy, sensitivity, and friendship skills.</li><li>34. <b>Cultural Competence</b>—Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.</li><li>35. <b>Resistance skills</b>—Young person can resist negative peer pressure and dangerous situations.</li><li>36. <b>Peaceful conflict resolution</b>—Young person seeks to resolve conflict nonviolently.</li></ol>
	Positive Identity	<ol style="list-style-type: none"><li>37. <b>Personal power</b>—Young person feels he or she has control over "things that happen to me."</li><li>38. <b>Self-esteem</b>—Young person reports having a high self-esteem.</li><li>39. <b>Sense of purpose</b>—Young person reports that "my life has a purpose."</li><li>40. <b>Positive view of personal future</b>—Young person is optimistic about her or his personal future.</li></ol>

# *Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** 10/01/08

**Action Item**

**To:** Board of Trustees

**Information Item**   X  

**From:** Jeanne Bess   
Director of Fiscal Services

**# Attached Page**   

**SUBJECT:**

**Aeries Eagle Software Conference**

Eagle Software will be presenting the annual conference on Monday, October 20 and Tuesday, October 21. This will be an in dept conference covering the various uses of Aeries, our student information system. The conference will be held at the Sacramento Convention Center.

Carol Domalakes will attend both days and Marvin Lord will attend the Monday session only. The cost of the conference is \$650 for both attendees.

# October 2008 Conference Information

## EAGLE SOFTWARE

### October 2008 Users' Conference

October 20, 2008

October 21, 2008

7:30 AM – 4:00 PM

Sacramento Convention Center  
Corner of "J" & 13<sup>th</sup> Streets  
Sacramento, CA 95814

Sheraton Grand Sacramento  
1230 "J" Street  
Sacramento, CA 95814  
(800) 325-3535

- **CONFERENCE LOCATION:** Sacramento Convention Center, Corner of "J" & 13<sup>th</sup> Streets, Sacramento, CA 95814. (See the last page for the conference schedule.)
- **CONFERENCE REGISTRATION:** The enclosed **REGISTRATION** form (*Page 3*) should be returned by US Mail, *with your check or purchase order*, to Eagle Software, 1065 Pacific Center Drive, Suite 400, Anaheim, CA 92806, or fax everything to (714) 632-1567. **Registrations will not be processed without check or purchase order. Eagle Software does not accept credit cards.** Registration deadline is October 6, 2008, or when conference capacity has been reached, whichever comes first. We process all registrations on a first come, first served basis. Conference registration fees include continental breakfast and lunch each day. **Please check the registration form for early registration dates and fees. Workshops are shown on pages 2, 4 & 5.**
- **REGISTRATION FEES** are for one person only. Two people cannot share one two-day registration fee. The registration fee includes continental breakfast and lunch.
- **CONFERENCE CANCELLATION:** Registration fees are fully refundable only if a *written request* is received prior to September 24, 2008. However, registration may be transferred to someone else, but **must** be done no later than October 6, 2008. **Please check the registration form for early registration dates and fees.**
- **DAYS OF ATTENDANCE:** Select the day(s) you wish to attend and four (4) sessions for each day you register. *Not all workshops are offered on both days of the conference; please refer to workshop pages.*
- **ACCOMMODATIONS:** See the accommodations page for details. We have arranged for a limited number of rooms at the group rate. The group rate for the hotel cannot be extended beyond the date shown. Please note deadlines for the hotel block on the accommodations page. This block may sell out prior to September 19, 2008.
- **PARKING:** There is public parking in the area surrounding the Sacramento Convention Center. Parking varies in cost. Eagle Software is not responsible for parking arrangements.
- **CONFERENCE CHECK IN:** Everyone must go through the "check in" process when arriving at the conference. Early check in will be held on Sunday October 19<sup>th</sup> at the Sacramento Convention Center from 3:00 PM until 5:30 PM. Check in will also be held on Monday, October 20<sup>th</sup> and again on Tuesday, October 21<sup>st</sup> beginning at 7:30 AM, at the Sacramento Convention Center.
- **CONFERENCE CONFIRMATION:** Confirmation notices will be sent approximately three weeks prior to the conference to the address provided on your registration form. If you have not received a confirmation by October 6, 2008, please verify with your district that the registration was sent **before** contacting Lucille Stephenson at (888) 487-7555.
- **OPEN FORUM:** Open Forum is available during the conference sessions to try out the new things you are learning and ask questions of our staff. Please stop by and see what Open Forum is all about.

# XVI-A

<b>Dept./Site:</b>	<b>Superintendent's Office</b>	<b>AGENDA REQUEST FOR:</b>
<b>To:</b>	<b>Board of Trustees</b>	<b>Action Item_____X_____</b>
<b>Date:</b>	<b>October 1, 2008</b>	<b>Information Item _____</b>
<b>From:</b>	<b>Dr. Kevin J. Jolly, Superintendent</b>	<b># Attached Pages _____</b>
<b>Principal/Administrator Initials:</b>	<b>_____</b>	

**SUBJECT: Placing Times on the Agenda**

To inform the public to the approximate time an item may be discussed, times will be added to each agenda item. Discussions will not be ended based on the time, but rather when discussion is concluded.

**RECOMMENDATION: Center Unified School Board of Trustees approve the Placing of Times on the Agenda.**

*Center Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Superintendent's Office

**Action Item**     X    

**To:** Board of Trustees

**Information Item**           

**Date:** October 1, 2008

**# Attached Pages**           

**From:** Dr. Kevin J. Jolly, Superintendent

**Principal/Administrator Initials:**                     

**SUBJECT: First Reading: Board Policies/Regulations/Exhibits**

Replace	BP	4132/4232/4332	Publication or Creation of Materials
Replace	BP	4161/4261/4361	Leaves
Replace	BP/AR	5112.1	Exemptions from Attendance
Replace	BP/AR	6142.1	Sexual Health and HIV/AIDS Prevention Instruction

**RECOMMENDATION:** CUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.

# CSBA Sample Board Policy

All Personnel

BP 4132(a)

4232

## PUBLICATION OR CREATION OF MATERIALS

4332

Note: The following optional policy may be modified to reflect district practice. In general, federal copyright law provides that the owner of the copyright is the creator of the work. However, 17 USC 201 specifies that the employer is the copyright holder of a "work for hire" created by an employee within the scope of his/her employment. Examples of a "work for hire" may include an instructional text, test, computer program, or web design. Although the district is the owner of a copyright of a "work for hire," 17 USC 201 authorizes the employee and district to enter into an agreement to transfer ownership of the copyright to the employee, jointly to the district and employee, or to a third party.

This topic may also be a subject of collective bargaining agreements.

The Governing Board recognizes the importance of creating a work environment that encourages employee innovation in creating and developing high-quality materials to improve student achievement and the efficiency of district operations.

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

(cf. 6162.6 - Use of Copyrighted Materials)

The Superintendent or designee shall oversee the development of instructional materials, computer programs, and other copyrightable materials by employees, independent contractors, and consultants. An employee, independent contractor, or consultant shall notify the Superintendent or designee of his/her intent to publish or register a work developed in whole or in part within the scope of his/her employment.

(cf. 3600 - Consultants)

Note: Education Code 60076 authorizes the district to claim royalties or other compensation for instructional materials when the materials were written or prepared during the normal school day during which the employee was required to be on duty.

Instructional materials, computer programs, and other copyrightable materials developed by an employee within the scope of his/her employment shall be the property of the district.

(cf. 1113 - District and School Web Sites)

(cf. 4040 - Employee Use of Technology)

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

(cf. 6161 - Equipment, Books and Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

If an employee has developed copyrightable material during both work and non-working hours, and the work was within the scope of his/her employment, the Superintendent or designee shall negotiate a contract with the employee to protect the district's right as to the ownership or partial ownership of the copyright.

## PUBLICATION OR CREATION OF MATERIALS (continued)

(cf. 3312 - Contracts)

Note: Courts have held that materials created by independent contractors or consultants are not a "work for hire" within the definition of 17 USC 201. Thus, whenever a district contracts with a consultant to prepare any type of material, it is recommended that a written contract be developed outlining the respective rights of the parties with regard to the copyright of the materials.

The Superintendent or designee shall ensure that any contract with an independent contractor or consultant contains a provision specifying the district's right to ownership of the copyright of any work produced by the contractor or consultant for the district.

The Superintendent or designee may secure copyrights in the name of the district for all copyrightable works developed by the district. All royalties or revenues from these copyrights shall be used for the benefit of the district. (Education Code 35170)

### *Legal Reference:*

#### EDUCATION CODE

32360 Copyrights; use of funds

32361 Copyrights; use of employee work time

35170 Authority to secure copyrights

35182 Marketing or licensing noneducational mainframe electronic data-processing software

60076 Royalties or other compensation

#### LABOR CODE

2870-2872 Inventions made by an employee

#### UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright

201 Copyright ownership and transfer

#### COURT DECISIONS

Community for Creative Non-Violence v. Reid, (1989) 490 U.S. 730

### *Management Resources:*

#### WEB SITES

Copyright Clearance Center: <http://www.copyright.com>

Copyright Society of the USA: <http://www.csusa.org>

U.S. Copyright Office: <http://www.copyright.gov>

(1/85 12/89) 7/08

# **Board Policy**

**BP 4132 4232,4332**

## **Personnel**

### **Publication or Creation of Materials**

The Governing Board may market or license any noneducational electronic software developed by the district. Proceeds from this marketing or licensing shall be used exclusively for educational purposes. (Education Code 35182)

The Governing Board may secure copyrights in the name of the district or Board for all copyrightable works or materials developed by district personnel. No funds or employee time shall be expended by the district to secure a copyright for any individual or firm.

The Governing Board recognizes that staff members under contract to the school district may, in carrying out their professional responsibilities, develop patentable or copyrightable educational materials for use in the school program. It is understood by the Governing Board and the staff members that such materials developed as part of regular employment are equally the properties of the school district and the employee.

The Superintendent shall insure that the contractual agreement and the assignment of copyright interests form shall be executed between the employee and the school district when requested by the Governing Board and/or the employee.

Educational materials created by an employee during his/her leisure hours are the property of the employee.

#### **Legal Reference:**

##### **EDUCATION CODE**

32360 Copyrights; use of funds

32361 Copyrights; use of employee worktime

35170 Authority to secure copyrights

60076 Inapplicability of article; royalties or other compensation of school officials writing or preparing instructional materials; claim of district to royalty

#### **Policy**

adopted: November 19, 1986

Revised: November 13, 1990

#### **CENTER UNIFIED SCHOOL DISTRICT**

Antelope, California

# CSBA Sample

## Board Policy

All Personnel

BP 4161(a)

LEAVES

4261

4361

Note: Employee leave provisions are frequently governed by a collective bargaining agreement or a memorandum of understanding between the Governing Board and employee organizations. The following optional policy should be deleted or revised for consistency with any such district agreements.

The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, collective bargaining agreements, and merit system rules, as applicable.

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

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

Note: Items #1-10 below reflect categories of leave which are described in more detail in the cited cross-referenced policies or administrative regulations. In addition, Education Code 44963 and 45198 allow Boards to grant leaves with or without pay to certificated and classified staff for any purpose or period of time, as long as no employee is deprived of any leave to which he/she is legally entitled. Any additional types of leaves so granted by the Board may be added to the following list.

The Board recognizes the following justifiable reasons for employee absence:

1. Personal illness or injury

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

*(cf. 4261.1 - Personal Illness/Injury Leave)*

2. Industrial accident or illness

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

*(cf. 4261.11 - Industrial Accident/Illness Leave)*

3. Family care and medical leave

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

4. Military service

*(cf. 4161.5/4261.5/4361.5 - Military Leave)*

5. Personal necessity and personal emergencies

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

## LEAVES (continued)

Note: Pursuant to Education Code 44986, the Board may grant to any certificated employee who has applied for disability benefits a leave of absence, not to exceed 30 days beyond final determination of the employee's eligibility for disability benefits by the State Teachers' Retirement System. If the employee is determined to be eligible, that leave must be extended for the term of the disability, up to 39 months.

6. Disability leave for certificated employees in accordance with Education Code 44986
7. Vacations for classified staff and certificated management staff, as applicable
8. Sabbaticals for purposes of study or training related to the employee's job duties

*(cf. 4161.3 - Professional Leaves)*

*(cf. 4261.3 - Professional Leaves)*

9. Attendance at work-related meetings and staff development opportunities

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

10. Compulsory leave

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

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

## Long-Term Leaves

Note: The following optional section should be revised as necessary for consistency with a collective bargaining agreement or a memorandum of understanding between the Board and employee organizations.

With Board approval, an employee may receive a leave of absence, without pay and without accruing seniority or service credit, for a period of up to one school year. Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested. All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

At the end of a long-term leave, the employee shall be reinstated to a similar position as that held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

## LEAVES (continued)

### Administrative and Supervisory Personnel

Note: Leave provisions for administrative and supervisory personnel who are not subject to collective bargaining agreements may be detailed in an individual contract, memorandum of understanding, or Board policy. The following **optional** section is for use by districts that, via policy, grant the same leave provisions to administrative and supervisory employees as are granted to other certificated or classified employees.

Certificated administrative and supervisory employees who are not subject to the district's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees unless otherwise specified in individual contract, memorandums of understanding, Board policy, administrative regulation, or law.

Classified administrative and supervisory employees who are not subject to the district's bargaining agreement for classified employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other classified employees unless otherwise specified in individual contract, memoranda of understanding, Board policy, administrative regulation, or law.

*(cf. 2121 - Superintendent's Contract)*  
*(cf. 4300 - Administrative and Supervisory Personnel)*  
*(cf. 4312.1 - Contracts)*

*Legal Reference: (see next page)*

## LEAVES (continued)

### *Legal Reference:*

#### EDUCATION CODE

22850-22856 Pension benefits, STRS members on military leave  
44018 Compensation for employees on active military duty  
44036-44037 Leaves of absence for judicial and official appearances  
44043.5 Catastrophic leave  
44800 Effect of active military service on status of employees  
44842 Failure to provide notice or to report to work  
44940 Sex offenses and narcotic offenses; compulsory leave of absence  
44962-44988 Leaves of absence (certificated)  
45059 Employee ordered to active military/naval duty, computation of salary  
45190-45210 Leaves of absence (classified)

#### FAMILY CODE

297-297.5 Registered domestic partner rights, protections and benefits

#### GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations  
3543.2 Scope of representation  
12945.1-12945.2 California Family Rights Act  
20990-21013 Pension benefits, PERS members on military leave

#### LABOR CODE

230-230.2 Leaves for victims of domestic violence, sexual assault or specified felonies  
230.3 Leave for emergency personnel  
230.4 Leave for volunteer firefighters  
230.8 Leave to visit child's school  
233 Illness of child, parent, spouse or domestic partner

#### MILITARY AND VETERANS CODE

395-395.9 Military leave  
395.10 Leave when spouse on leave from military deployment

#### UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993

#### UNITED STATES CODE, TITLE 38

4301-4334 Uniformed Services Employment and Reemployment Rights Act of 1994

(12/88 10/98) 7/08

# **Board Policy**

**BP 4161 4261**

## **Personnel**

### **Leaves**

The Governing Board shall provide for paid and unpaid employee leaves of absence in accordance with law, Board policy, administrative regulation and collective bargaining agreements.

The Board recognizes the following justifiable reasons for absence as provided by law:

1.     **Personal illness or injury**
2.     **Industrial accident or illness**
3.     **Childbirth and recovery, care of newborn, placement of a child with the employee for foster care or adoption of a child**
4.     **Military service**
5.     **Family illness or accident; bereavement; fire, flood or other immediate danger to the employee's home or property; and other personal emergencies**
6.     **Vacations for classified staff and certificated management staff, as applicable**
7.     **Jury duty or required court appearances**
8.     **Religious observances**
9.     **Participation in child's school or day care activities**
10.    **For certificated staff, sabbaticals for purposes of study or travel; for classified staff, sabbaticals for purposes of study or retraining**
11.    **Attendance at work-related meetings and staff development opportunities**
12.    **Compulsory leave**

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4131 - Staff Development)

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

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

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)  
(cf. 4161.3 - Professional Leaves)  
(cf. 4161.5/4261.5/4361.5 - Military Leave)  
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4231 - Staff Development)  
(cf. 4261.1 - Personal Illness/Injury Leave)  
(cf. 4261.11 - Industrial Accident/Illness Leave)  
(cf. 4261.3 - Professional Leaves)  
(cf. 4331 - Staff Development)  
(cf. 4361 - Leaves)

### **Long-term Leaves**

With Board approval, certificated employees may receive a voluntary personal leave of absence without pay and without increment, seniority or tenure credit, for a period of up to one school year, for any of the following purposes:

- \* Professional study, training or research
- \* Restoration of health
- \* Care for a member of the immediate family who is ill
- \* Maternity/child care
- \* Campaign for or service in an elected public office
- \* Peace Corps or like service
- \* Teaching in a foreign country
- \* Service on a government committee
- \* Travel, rest or recreation
- \* Other reasons the Board deems necessary

Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested.

All long-term leave agreements shall be reduced to writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return to employment.

All long-term leaves for certificated employees shall begin at the end of the semester, except in cases of emergency.

Certificated employees on leave for an entire school year shall notify the district by March 1 of their intent to return to work the following school term. Classified employees on leave for a year shall notify the district of their intent to return 30 days before the expiration date of the leave. If such notification is not made, the employee shall be deemed to have resigned.

At the end of a long-term leave, the employee shall be reinstated:

1. As an employee of the district
2. On the same salary schedule placement as he/she was placed prior to the leave
3. Into a position which is appropriate to his/her credential(s), if the individual is credentialed or into a position that capitalizes on his/her training, skills or knowledge if he/she is classified.

If permitted under the terms of the district's contract with the insurance company, employees on leave may remain active participants in the health insurance program by paying the full premiums required in advance.

Employees shall not accept gainful employment while on long-term leave without prior written approval of the Board.

Employees may request the Board, in writing, to return to work prior to the expiration date of the leave. The Board may approve or reject the request.

The Board reserves the right to rescind a leave of absence upon discovery that the agreed upon terms of the approval were violated.

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

**Legal Reference:**

**EDUCATION CODE**

44036 Leaves of absence for judicial and official appearances

44037 Unlawful to encourage exemption from jury duty

44842 Failure to provide notice or to report to work

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44962-44988 Leaves of absence (certificated)

45190-45210 Leaves of absence (classified)

**GOVERNMENT CODE**

3543.2 Scope of representation

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
adopted: May 5, 1999      Antelope, California

# CSBA Sample

## Board Policy

Students

BP 5112.1(a)

### EXEMPTIONS FROM ATTENDANCE

Note: The following policy is **optional**. See the accompanying administrative regulation for a list of conditions under which students may legally be exempted from regular and continuation education.

Each student between the ages of 6 and 18 shall be subject to compulsory full-time education. (Education Code 48200)

*(cf. 5113.1 - Truancy)*

However, the Superintendent or designee may grant exemptions from compulsory attendance to a student as allowed by law and in the best interest of the student. Exemptions shall not be used to remove a student from the school for disciplinary purposes.

*(cf. 5111 - Admission)*  
*(cf. 5112.2 - Exclusions from Attendance)*  
*(cf. 5112.3 - Student Leave of Absence)*  
*(cf. 5113.2 - Work Permits)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*  
*(cf. 6158 - Independent Study)*  
*(cf. 6172.1 - Concurrent Enrollment in College Classes)*  
*(cf. 6178.2 - Regional Occupational Center/Program)*  
*(cf. 6183 - Home and Hospital Instruction)*  
*(cf. 6184 - Continuation Education)*  
*(cf. 6200 - Adult Education)*

As needed, the Superintendent or designee may require a student or his/her parent/guardian to submit written documentation that the student fulfills one of the conditions specified in law and administrative regulation for which exemption is authorized.

*(cf. 5125 - Student Records)*

*Legal Reference: (see next page)*

## EXEMPTIONS FROM ATTENDANCE (continued)

### *Legal Reference:*

#### EDUCATION CODE

33190 *Affidavit by persons conducting private school instruction*

46100-46147 *Minimum school day*

46170 *Minimum school day, continuation education*

48200-48341 *Compulsory education law*

48400-48454 *Compulsory continuation education*

48800-48802 *Attendance at community college*

49110-49119 *Permits to work*

49130-49135 *Permits to work full time*

#### LABOR CODE

1285-1312 *Employment of minors*

1390-1399 *Employment of minors*

#### CODE OF REGULATIONS, TITLE 5

11522 *Parental consent for exemption based on high school proficiency certificate*

#### UNITED STATES CODE, TITLE 20

1681-1688 *Title IX, discrimination*

#### UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 *Marital or parental status*

#### COURT DECISIONS

*Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 342*

### *Management Resources:*

#### WEB SITES

*California Department of Education, Attendance Improvement: <http://www.cde.ca.gov/ls/ai/>*

(6/98 3/04) 7/08

# **Board Policy**

**BP 5112.1**

## **Students**

### **Exemptions From Attendance**

Each child between the ages of 6 and 18 shall be subject to compulsory full-time education. (Education Code 48200)

However, the Governing Board may grant exemptions from compulsory attendance to a student as allowed by law and in the best interest of the student. Exemptions shall not be used to remove a student who is a disciplinary problem.

- (cf. 5111 - Admission)
- (cf. 5112.2 - Exclusions from Attendance)
- (cf. 5112.3 - Student Leave of Absence)
- (cf. 5113.2 - Work Permits)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 6158 - Independent Study)
- (cf. 6183 - Home and Hospital Instruction)

### **Legal Reference:**

#### **EDUCATION CODE**

33190 Affidavit by persons conducting private school instruction

46113 Minimum schoolday for grades four through eight

48200-48341 Compulsory education law

48400-48454 Compulsory continuation education

48800.5 Petition for enrollment as special full-time student

#### **LABOR CODE**

1295.5 Employment of minors; performance of sports-attending services

1390-1399 Employment of minors

#### **UNITED STATES CODE, TITLE 20**

1681-1688 Title IX, Discrimination

#### **UNITED STATES CODE, TITLE 29**

794 Section 504 of the Rehabilitation Act of 1973

#### **CODE OF FEDERAL REGULATIONS, TITLE 34**

106.40 Marital or parental status

#### **COURT DECISIONS**

Thomas v. Atascadero Unified School District, (1987) 662 F.Supp. 342

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: June 23, 2004      Antelope, California**

# CSBA Sample

## Administrative Regulation

Students

AR 5112.1(a)

### EXEMPTIONS FROM ATTENDANCE

Note: The following **optional** administrative regulation should be modified to reflect the ages of students served by the district and the position responsible for performing duties related to attendance exemptions. Pursuant to Education Code 48240-48246, the district may appoint an attendance supervisor or may, with approval of the County Board of Education, contract with the County Superintendent of Schools to supervise the attendance of district students.

#### Exemptions from Regular Education Program

A student may be exempted from full-time attendance in the district's regular education program if he/she:

1. Is being instructed in a private full-time school and the Superintendent or designee verifies that the private school has filed an affidavit pursuant to Education Code 33190 (Education Code 48222, 48223)
2. Is being instructed by a private tutor who holds a valid state credential for the grade taught, provided that the instruction consists of study and recitation for at least three hours a day for 175 days of each calendar year (Education Code 48224)
3. Holds a work permit to work temporarily in the entertainment or allied industries (Education Code 48225, 48225.5)

*(cf. 5113.2 - Work Permits)*

4. Holds a work permit and attends part-time classes (Education Code 48230)
5. Is between the ages of 12 and 18 and enters a school attendance area from another state within 10 days of the end of the school term, with the exemption applicable for the remainder of the term (Education Code 48231)

Note: Education Code 48232 requires the Governing Board to adopt policy if it wishes to grant student leaves of absence for the purposes described in item #6 below. See BP/AR 5112.3 - Student Leave of Absence for language fulfilling this mandate. Districts that do not offer such leaves of absence should delete **optional** item #6 below.

6. Is at least age 15 and is taking a leave of absence for up to one semester for the purpose of supervised travel, study, training, or work not available to the student under another educational option (Education Code 48232)

*(cf. 5112.3 - Student Leave of Absence)*

**EXEMPTIONS FROM ATTENDANCE (continued)**

7. Attends a community college as a special full-time student on the grounds that he/she would benefit from advanced scholastic or vocational work (Education Code 48800.5)

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

**Exemptions from Continuation Education**

Note: The remainder of this regulation is for use by districts that maintain high schools and are required by Education Code 48432 to establish and maintain continuation education classes. Pursuant to Education Code 48400, all students age 16 or 17 who are not attending full-time day school are required to attend continuation school, unless they are exempt as provided below. See BP/AR 6184 - Continuation Education.

A student who would otherwise be subject to compulsory continuation education pursuant to Education Code 48400 or 48402 may be exempted if he/she: (Education Code 48410)

1. Has graduated from a public high school maintaining a four-year course above grade 8 or has had an equal amount of education in a private school or from a private tutor

In the case of a private school, the exemption shall be granted only if the Superintendent or designee has verified that the private school has filed an affidavit pursuant to Education Code 33190. (Education Code 48415)

Note: 5 CCR 11522 requires the district to provide a form to obtain parent/guardian consent before a student age 16-17 can be exempted from compulsory continuation education on the basis of demonstrated proficiency as described in item #2 below. Pursuant to Education Code 48414, a student age 16-17 who terminates his/her enrollment on this basis must be permitted to re-enroll without prejudice. See AR 6146.2 - Certificate of Proficiency/High School Equivalency.

2. Has successfully demonstrated proficiency equal to or greater than standards established by the California Department of Education and has verified approval submitted by his/her parent/guardian

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

3. Is attending a public or private full-time day school or satisfactory part-time classes maintained by other agencies
4. Is attending adult school for not less than four hours per calendar week

*(cf. 6200 - Adult Education)*

5. Is attending a regional occupational program or center pursuant to Education Code 48432

## EXEMPTIONS FROM ATTENDANCE (continued)

*(cf. 6178.2 - Regional Occupational Center/Program)*

Note: Education Code 48410 authorizes students to be exempted from continuation education because of their physical condition or if they provide care for their dependents, as provided in item #6 below. Pursuant to Title IX (20 USC 1681-1688), no school receiving federal assistance may deny participation in a class because of a student's pregnancy or parenthood, but such students may request an exemption from the regular program; see BP 5146 - Married/Pregnant/Parenting Students.

6. Is disqualified because of his/her physical or mental condition or because of personal services that must be rendered to his/her dependents

*(cf. 5141.22 - Infectious Diseases)*

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

*(cf. 6158 - Independent Study)*

*(cf. 6183 - Home and Hospital Instruction)*

*(cf. 6184 - Continuation Education)*

7. Is between the ages of 12 and 18 and enters a school attendance area from another state within 10 days of the end of the school term, with the exemption applicable for the remainder of the term pursuant to Education Code 48231

Note: Education Code 48416 requires the Board to adopt policy if it wishes to grant student leaves of absence for the purposes described in the following paragraph. See BP/AR 5112.3 - Student Leave of Absence for language fulfilling this mandate. Districts that do not offer such leaves of absence should delete the following optional paragraph.

In addition, a student who is between the ages of 16 and 18 may be exempted from continuation education if he/she is taking a leave of absence for up to two semesters for the purpose of supervised travel, study, training, or work not available to the student under another educational option. (Education Code 48416)

(6/98 3/04) 7/08

# **Administrative Regulation**

## **AR 5112.1 Students**

### **Exemptions From Attendance**

A student may be exempted from full-time attendance in the district's regular education program if he/she:

1. Is being instructed in a private full-time school and the district attendance supervisor or designee verifies that the private school has filed an affidavit pursuant to Education Code 33190 (Education Code 48222, 48223)
2. Is being instructed by a private tutor who holds a valid state credential for the grade taught, provided that the instruction consists of study and recitation for at least three hours a day for 175 days of each calendar year (Education Code 48224)
3. Holds a work permit to work temporarily in the entertainment or allied industry (Education Code 48225)

(cf. 5113.2 - Work Permits)

4. Holds a work permit and attends part-time classes (Education Code 48230)
5. Is between the ages of 12 and 18 and enters a school attendance area from another state within 10 days of the end of the school term, with the exemption applicable for the remainder of the term (Education Code 48231)
6. Is at least 15 years old and is taking a leave of absence for up to one semester for the purpose of supervised travel and study (Education Code 48232)

(cf. 5112.3 - Student Leave of Absence)

7. Attends a community college as a special full-time student on the grounds that he/she would benefit from advanced scholastic or vocational work (Education Code 48800.5)

(cf. 6172 - Gifted and Talented Student Program)

A student may be exempted from full-time attendance in the district's continuation education program if he/she: (Education Code 48410)

1. Has graduated from a public or private high school maintaining a four-year course above the eighth grade

2. Has successfully demonstrated proficiency equal to or greater than standards established by the California Department of Education and has verified approval submitted by his/her parent/guardian

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

3. Is attending a public or private full-time day school, or satisfactory part-time classes maintained by other agencies

4. Is attending adult school for not less than four hours per week

(cf. 6200 - Adult Education)

5. Is attending a regional occupation program or center pursuant to Education Code 48432

6. Is disqualified because of his/her physical or mental condition or because of personal services that must be rendered to his/her dependents

(cf. 5141.22 - Infectious Diseases)

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

(cf. 6158 - Independent Study)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

7. Is between the ages of 12 and 18 and enters a school attendance area from another state within 10 days of the end of the school term, with the exemption applicable for the remainder of the term pursuant to Education Code 48231

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: June 23, 2004      Antelope, California

# CSBA Sample

## Board Policy

Instruction

BP 6142.1(a)

### SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

Note: The following policy and accompanying administrative regulation are optional. Education Code 51934 requires districts to provide HIV/AIDS prevention instruction to students in grades 7-12. Pursuant to Education Code 51933, districts are not required to provide comprehensive sexual health education; however, if such instruction is provided, it must satisfy all of the criteria listed in Education Code 51933. See the accompanying administrative regulation.

During the Categorical Program Monitoring (CPM) review, California Department of Education (CDE) staff will review the district's policies and procedures regarding HIV/AIDS instruction. The following paragraph reflects the purposes of the law as stated in Education Code 51930, as well as the desired outcomes of the CPM review.

The Governing Board recognizes that the purpose of the district's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and HIV/AIDS prevention.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

Note: In 2008, the State Board of Education adopted voluntary content standards for health education as required by Education Code 51210.8. One of the six content areas is growth, development, and sexual health. See BP/AR 6142.8 - Comprehensive Health Education.

The district's curriculum shall be aligned with the state's content standards, based on medically accurate and factual information, and designed to teach students to make healthy choices and reduce high-risk behaviors. The district's program shall comply with the requirements of law, Board policy, and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

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

(cf. 6143 - Courses of Study)

Note: The following paragraph is optional and should be revised to reflect district practice.

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**

The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health program. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's comprehensive sexual health education program. The Board shall consider the advisory committee's recommendations when approving the district's program.

*(cf. 1220 - Citizen Advisory Committees)*

### **Parent/Guardian Consent**

Note: Prior to providing instruction in sexual health or HIV/AIDS prevention, Education Code 51938 requires districts to notify parents/guardians of the instruction and of the opportunity to request that their child not receive the instruction. See the accompanying administrative regulation for details of the required notice.

According to the CDE, Education Code 51938 requires districts to use a "passive consent" or "opt-out" model regarding HIV/AIDS prevention instruction, whereby the student receives the instruction unless the parent/guardian otherwise notifies the district. However, according to the CDE, districts may choose to use an "active consent" or "opt-in" model regarding comprehensive sexual health instruction, whereby the parent/guardian must first give affirmative consent before his/her child receives sexual health instruction. Districts that wish to adopt an active consent/opt-in model for sexual health instruction should modify the following paragraph accordingly.

A parent/guardian may request in writing that his/her child be excused from participating in HIV/AIDS prevention or sexual health education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51939)

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

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Note: Pursuant to Education Code 51938 and 51513, the district may administer to students in grades 7-12 an anonymous, voluntary survey regarding sexual behaviors upon providing written parent/guardian notification and allowing parents/guardians to request in writing that the survey not be administered (i.e., "passive consent"). Parents/guardians of students below grade 7 must give permission (i.e., "active consent") before the research instrument is administered to their child. In addition, 20 USC 1232h mandates districts to adopt a policy regarding the district's arrangements to protect student privacy when such a survey is administered. See BP/AR 5022 - Student and Family Privacy Rights for language implementing this requirement.

## SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

### *Legal Reference:*

#### EDUCATION CODE

220 Prohibition of discrimination

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51240 Excuse from instruction due to religious beliefs

51513 Materials containing questions about beliefs or practices

51930-51939 Comprehensive Sexual Health and HIV/AIDS Prevention Education Act

#### HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

#### PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

#### UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

#### WEB SITES

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

American Academy of Pediatrics: <http://www.aap.org>

American College of Obstetricians and Gynecologists: <http://www.acog.org>

American Public Health Association: <http://www.apha.org>

California Department of Education, Sex Education and HIV/STD Instruction:  
<http://www.cde.ca.gov/ls/he/se>

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

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

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

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

National Academy of Sciences: <http://www.nationalacademies.org>

U.S. Department of Health and Human Services, Office of the Surgeon General:  
<http://www.surgeongeneral.gov>

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

(11/03 11/04) 7/08

# **Board Policy**

## **BP 6142.1 Instruction**

### **Sexual Health And HIV/AIDS Prevention Instruction**

The Governing Board recognizes that accurate information about family life and human sexuality may contribute to a decreased risk for sexually transmitted diseases or unintended pregnancies. The Board also recognizes that Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) pose a public health crisis and that education is a necessary component for helping to slow the spread of this disease. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and HIV/AIDS prevention.

(cf. 6142.8 - Comprehensive Health Education)

The district's curriculum shall be based on medically accurate and factual information and shall help students understand the biological, psychological, social, moral, and ethical aspects of human sexuality. The district's program shall comply with the requirements of law and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

(cf. 5141.22 - Infectious Diseases)  
(cf. 5141.23 - Infectious Disease Prevention)  
(cf. 5141.25 - Availability of Condoms)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 6142.8 - Comprehensive Health Education)  
(cf. 6143 - Courses of Study)

The Superintendent or designee may appoint a coordinator and an advisory committee regarding the district's comprehensive sexual health program. This advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing and evaluating the district's comprehensive sexual health education program. The Board shall consider the advisory committee's recommendations when approving the district's program.

(cf. 1220 - Citizen Advisory Committees)

### **Parent/Guardian Notification and Excuse**

At the beginning of each school year, or at the time of a student's enrollment, parents/guardians shall be notified about instruction in comprehensive sexual health

education and HIV/AIDS prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV/AIDS prevention education are available for inspection
2. That parents/guardians may request in writing that their child not receive comprehensive sexual health or HIV/AIDS prevention education
3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by district personnel or outside consultants

If the district chooses to use outside consultants or to hold an assembly with guest speakers to teach the comprehensive sexual health or HIV/AIDS prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933-51934

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the district shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

The district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation instruments, including tests and surveys, containing age-appropriate questions about their attitudes or practices relating to sex. Prior to administering such a research and evaluation instrument, parents/guardians shall be provided written notice of the administration. Parents/guardians shall be given an opportunity to review the research instrument and to request in writing that their child not participate. (Education Code 51938, 51939)

Parents/guardians shall be asked to sign and return to the school an acknowledgment that they have received the notification.

(cf. 5022 - Student and Family Privacy Rights)

Upon written request, a parent/guardian may excuse his/her child from participating in comprehensive sexual health or HIV/AIDS prevention education or from participating in questionnaires or surveys regarding health behaviors and risks. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51939)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

**Legal Reference:**

**EDUCATION CODE**

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

51240 Excuse from instruction due to religious beliefs

51513 Materials containing questions about beliefs or practices

51930-51939 Comprehensive Sexual Health and HIV/AIDS Prevention Education Act

**HEALTH AND SAFETY CODE**

1255.7 Parents surrendering physical custody of a baby

**PENAL CODE**

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

**UNITED STATES CODE, TITLE 20**

1232h Protection of Student Rights

7906 Sex education

**Management Resources:**

**CDE PUBLICATIONS**

Health Framework for California Public Schools, 2003

**WEB SITES**

California Department of Education, Sex Education and HIV/STD Instruction:

<http://www.cde.ca.gov/ls/he/se/>

California Department of Health Services: <http://www.dhs.ca.gov>

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

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

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

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

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
adopted: March 2, 2005      Antelope, California

# CSBA Sample

## Administrative Regulation

### Instruction

AR 6142.1(a)

### SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

Note: The following administrative regulation is optional. Education Code 51934 requires districts to provide HIV/AIDS prevention instruction to students in grades 7-12. Pursuant to Education Code 51933, districts are not required to provide comprehensive sexual health education; however, if such instruction is provided, it must contain all of the components listed in Education Code 51933.

### Instruction and Materials

Note: The following section lists the requirements of Education Code 51933 and 51934 that are applicable to both HIV/AIDS prevention and sexual health instruction. Districts that do not offer comprehensive sexual health instruction should delete references to that program. During the Categorical Program Monitoring (CPM) process, California Department of Education (CDE) staff will check to see if the district's HIV/AIDS prevention instruction and materials comply with items #1-7 below.

The Superintendent or designee shall ensure that the district's sexual health and HIV/AIDS prevention instruction and materials are: (Education Code 51933, 51934):

1. Age appropriate

*Age appropriate* refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

2. Factually and medically accurate and objective

*Medically accurate* means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

3. Available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner, as otherwise provided in the Education Code

(cf. 6174 - Education for English Language Learners)

4. Appropriate for use with students of all races, genders, sexual orientations, and ethnic and cultural backgrounds, and students with disabilities

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

**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**

*(cf. 1312.3 - Uniform Complaint Procedures)*

5. Accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids
6. Not teaching or promoting religious doctrine
7. Not reflecting bias or promoting prejudice against students in protected categories of discrimination pursuant to Education Code 220

*(cf. 5145.3 - Nondiscrimination/Harassment)*

Note: Education Code 51931 defines "HIV/AIDS prevention instruction" as instruction on the nature of HIV/AIDS, methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV/AIDS. Education Code 51931 defines "comprehensive sexual health instruction" as education regarding human development and sexuality, including education on pregnancy, family planning, and sexually transmitted diseases. Education Code 51932 specifies that, when human reproductive organs are described in a separate instructional context, such as an illustration in a physiology textbook, this instruction shall not be considered comprehensive sexual health instruction or HIV/AIDS prevention instruction. Similarly, when gender, sexual orientation, and family life are addressed in a separate instructional context, such as social studies, which does not also discuss human reproductive organs and their function, this instruction shall not be considered comprehensive sexual health instruction or HIV/AIDS prevention instruction. Education Code 51930-51939 requirements pertaining to instructional content, teacher training, and parental notification and consent do not apply to instruction that is not sexual health instruction or HIV/AIDS prevention instruction as defined.

Other district courses that may include subject matter related to that which is presented in either HIV/AIDS prevention or comprehensive sexual health instruction, shall not be subject to the requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent, if such courses contain: (Education Code 51932)

1. Solely a description or illustration of human reproductive organs that may appear in a textbook adopted pursuant to law on physiology, biology, zoology, general science, personal hygiene, or health

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.93 - Science Instruction)*

2. Instruction or materials that discuss gender, sexual orientation, or family life and do not discuss human reproductive organs and their function

*(cf. 6143 - Courses of Study)*

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**

### **Additional Requirements for HIV/AIDS Prevention Instruction**

HIV/AIDS prevention instruction shall be offered at least once in junior high or middle school and once in high school. (Education Code 51934)

Note: Education Code 51934 requires districts to provide HIV/AIDS prevention instruction to students in grades 7-12. In addition to items #1-7 listed in the section entitled "Instruction and Materials" above, during the CPM process, CDE staff will check to ensure that the district's instruction includes all of the components listed in items #1-7 below.

Instruction shall accurately reflect the latest information and recommendations from the United States Surgeon General, the federal Centers for Disease Control and Prevention, and the National Academy of Sciences. The district's curriculum shall satisfy the criteria listed in items #1-7 in the section entitled "Instruction and Materials" above and shall also include: (Education Code 51931, 51934)

1. Information on the nature of HIV/AIDS and its effects on the human body
2. Information on the manner in which HIV is and is not transmitted, including information on activities that present the highest risk of HIV infection
3. Discussion of methods to reduce the risk of HIV infection, including:
  - a. Emphasis that sexual abstinence, monogamy, the avoidance of multiple sexual partners, and abstinence from intravenous drug use are the most effective means for HIV/AIDS prevention
  - b. Statistics based upon the latest medical information citing the failure and success rates of condoms and other contraceptives in preventing sexually transmitted HIV infection
  - c. Information on other methods that may reduce the risk of HIV transmission from intravenous drug use
4. Discussion of the public health issues associated with HIV/AIDS
5. Information on local resources for HIV testing and medical care
6. Development of refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities
7. Discussion about societal views on HIV/AIDS, including stereotypes and myths

## SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

regarding persons with HIV/AIDS and emphasizing compassion for persons living with HIV/AIDS

### Additional Requirements for Sexual Health Instruction

Note: Education Code 51933 specifies that, if a district elects to provide sexual health instruction, the instruction must comply with all of the criteria specified below as well as items #1-7 in the section entitled "Instruction and Materials" above. The following optional section is for use by districts that provide sexual health instruction and should be deleted by districts that do not offer such curriculum.

The district's sexual health education curriculum shall satisfy the criteria listed in items #1-7 in the section entitled "Instruction and Materials" above as well as the following criteria: (Education Code 51931, 51933)

1. Instruction and materials shall encourage a student to communicate with his/her parents/guardians about human sexuality.
2. Instruction and materials shall teach respect for marriage and committed relationships.

Note: Pursuant to Education Code 51933, a district's sexual health education program for students in grades 7-12 must also include the criteria listed in items #3-7 below. At their discretion, districts offering sexual health instruction for students in grades 1-6 may also offer medically accurate and age-appropriate instruction on any of the general topics listed in items #3-7 below.

3. Beginning in grade 7, instruction and materials shall teach that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy, teach that abstinence from sexual activity is the only certain way to prevent sexually transmitted diseases, and provide information about the value of abstinence while also providing medically accurate information on other methods of preventing pregnancy and sexually transmitted diseases.
4. Beginning in grade 7, instruction and materials shall provide information about sexually transmitted diseases. This instruction shall include how sexually transmitted diseases are and are not transmitted, the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods of reducing the risk of contracting sexually transmitted diseases, and information on local resources for testing and medical care for sexually transmitted diseases.
5. Beginning in grade 7, instruction and materials shall provide information about the effectiveness and safety of all FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception.

(cf. 5141.25 - Availability of Condoms)

**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**

6. Beginning in grade 7, instruction and materials shall provide students with skills for making and implementing responsible decisions about sexual conduct.

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

7. Beginning in grade 7, instruction and materials shall provide students with information on the law concerning surrendering physical custody of a minor child 72 hours or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5.

*(cf. 6143 - Courses of Study)*

**Professional Development**

The district's instruction shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, pregnancy, and sexually transmitted diseases. (Education Code 51932, 51933, 51934)

Note: During the CPM process, CDE staff will check to ensure that the district has provided professional development in accordance with the requirements of Education Code 51935 as specified below.

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV/AIDS prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

*(cf. 4131 - Staff Development)*

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV/AIDS prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV/AIDS. In-service training shall be voluntary for district personnel who have demonstrated expertise or received in-service training from the CDE or federal Centers for Disease Control and Prevention. (Education Code 51935)

Note: The following optional paragraph is for use by districts that choose to offer in-service training for instructors of sexual health education.

The Superintendent or designee may expand HIV/AIDS in-service training to cover the topic of comprehensive sexual health education for district personnel teaching sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**

### **Use of Consultants or Guest Speakers**

Note: Pursuant to Education Code 51933 and 51934, the district's HIV/AIDS prevention or sexual health instruction may be taught by outside consultants or delivered by guest speakers at an assembly and any such instruction must comply with the same requirements as instruction provided by the district and in accordance with Education Code 51930-51939.

If the district elects to use guest speakers, parents/guardians must be provided additional notice about the speaker and his/her organization; see item #4 in the section below entitled "Parent/Guardian Notification."

The Superintendent or designee may contract with outside consultants with expertise in comprehensive sexual health or HIV/AIDS prevention education, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver the instruction or to provide training for district personnel. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

*(cf. 6145.8 - Assemblies and Special Events)*

### **Parent/Guardian Notification**

Note: Education Code 51938 requires the district to provide parents/guardians the following notification. During the CPM review, the CDE will check to ensure that the notification was provided and contains the information required by Education Code 51938, as listed in items #1-4 below. A sample notification letter is available on the CDE's web site. Districts that do not offer curriculum in sexual health education should delete references to that program.

At the beginning of each school year, or at the time of a student's enrollment, parents/guardians shall be notified about instruction in comprehensive sexual health education and HIV/AIDS prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV/AIDS prevention education are available for inspection
2. That parents/guardians may request in writing that their child not receive comprehensive sexual health or HIV/AIDS prevention education
3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by district personnel or outside consultants

**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)**

If the district chooses to use outside consultants or to hold an assembly with guest speakers to teach the comprehensive sexual health or HIV/AIDS prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933-51934

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the district shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)

*(cf. 5145.6 - Parental Notifications)*

Note: The following paragraph is optional and should be modified to reflect district practice. For information regarding parent/guardian consent for the instruction, see the section entitled "Parent/Guardian Consent" in the accompanying Board policy.

Parents/guardians shall be asked to sign and return to the school an acknowledgment that they have received the notification. If a parent/guardian wishes to excuse his/her child from instruction, he/she must provide a separate written request, as specified in Board policy.

(11/02 11/03) 7/08

# **Administrative Regulation**

## **AR 6142.1 Instruction**

### **Sexual Health And HIV/AIDS Prevention Instruction**

#### **HIV/AIDS Prevention Instruction**

HIV/AIDS prevention instruction shall be offered at least once in junior high or middle school and once in high school by instructors trained in the appropriate courses. Instruction shall accurately reflect the latest information and recommendations from the United States Surgeon General, the federal Centers for Disease Control and Prevention, and the National Academy of Sciences and shall include: (Education Code 51934)

1. Information on the nature of HIV/AIDS and its effects on the human body.
2. Information on the manner in which HIV is and is not transmitted, including information on activities that present the highest risk of HIV infection.
3. Discussion of methods to reduce the risk of HIV infection, including:
  - a. Emphasis that sexual abstinence, monogamy, the avoidance of multiple sexual partners and abstinence from intravenous drug use are the most effective means for HIV/AIDS prevention.
  - b. Statistics based upon the latest medical information citing the failure and success rates of condoms and other contraceptives in preventing sexually transmitted HIV infection.
  - c. Information on other methods that may reduce the risk of HIV transmission from intravenous drug use.
4. Discussion of the public health issues associated with HIV/AIDS.
5. Information on local resources for HIV testing and medical care.
6. Development of refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities.
7. Discussion about societal views on HIV/AIDS, including stereotypes and myths regarding persons with HIV/AIDS. This instruction shall emphasize compassion for persons living with HIV/AIDS.

### **In-Service Training and Use of Consultants**

**The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV/AIDS prevention education, through regional planning, joint powers agreements or contract services. (Education Code 51935)**

**In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV/AIDS prevention education and with the California Department of Education. (Education Code 51935)**

**The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV/AIDS. In-service training shall be voluntary for district personnel who have demonstrated expertise or received in-service training from the California Department of Education or federal Centers for Disease Control and Prevention. (Education Code 51935)**

**Regulation     CENTER UNIFIED SCHOOL DISTRICT**  
**approved: March 3, 2004     Antelope, California**

*Center Unified School District***AGENDA REQUEST FOR:****Dept./Site:** Superintendent's Office**Action Item**       X      **To:** Board of Trustees**Information Item**                     **Date:** October 1, 2008**# Attached Pages**             **From:** Dr. Kevin J. Jolly, Superintendent**Principal/Administrator Initials:**                     **SUBJECT: Second Reading: Board Policies/Regulations/Exhibits**

Replace	BP	0200	Goals for the School District
Replace	BP/AR	3311	Bids
Replace	BP	3517	Facilities Inspection
Replace	BP/AR	4112.24	Teacher Qualifications Under the No Child Left Behind Act
Replace	BP/AR	4112.41/4212.41/4312.41	Employee Drug Testing
Replace	BP	4136/4236/4336	Nonschool Employment
Delete	BP	4137	Tutoring
Replace	BP	4151/4251/4351	Employee Compensation
Replace	BP/AR	5131.1	Bus Conduct
Replace	BP	6141	Curriculum Development and Evaluation
Add	AR	6141	Curriculum Development and Evaluation
Replace	BP	6141.5	Advanced Placement
Replace	BP/AR	6142.8	Comprehensive Health Education
Replace	BP/AR	6146.11	Alternative Credits Toward Graduation
Replace	BP	6162.6	Use of Copyrighted Materials
Replace	BP/AR	6163.2	Animals at School
Replace	BP/AR	6172	Gifted and Talented Student Program
Add	BP/AR	6172.1	Concurrent Enrollment in College Classes
Add	BP	6178.2	Regional Occupational Center/Program
Add	BP	7160	Charter School Facilities
Replace	AR	7160	Charter School Facilities
Replace	BB	9230	Orientation
Replace	BB	9324	Minutes and Recordings

**RECOMMENDATION:** CUSD Board of Trustees approve the second reading of presented policies/regulations/exhibits.

# CSBA Sample

## Board Policy

### Philosophy-Goals-Objectives and Comprehensive Plans

BP 0200(a)

### GOALS FOR THE SCHOOL DISTRICT

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement and needs of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities and shall be limited in number so as to be reasonably achievable within established timelines.

*(cf. 0000 - Vision)*

*(cf. 0100 - Philosophy)*

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

Note: Items #1-14 below list areas of consideration in the development of goals. Districts are encouraged to replace the list with their own locally developed goals.

When developing the district's goals, the Board shall consider the following areas:

1. Developing curriculum, assessments, and instructional materials that are aligned with the state's content standards, frameworks, and assessments

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

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

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

2. Maintaining safe and orderly campuses which promote learning

*(cf. 0450 - Comprehensive Safety Plan)*

3. Ensuring that all students achieve proficiency in essential areas of skill and knowledge and attain the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

*(cf. 6178 - Career Technical Education)*

4. Providing for the specialized needs of identified groups of students, including providing necessary support and intervention programs and closing the gap between low-achieving and high-achieving students

*(cf. 5149 - At-Risk Students)*

## **GOALS FOR THE SCHOOL DISTRICT (continued)**

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6174 - Education for English Language Learners)*  
*(cf. 6179 - Supplemental Instruction)*

5. Providing a system of shared accountability for student achievement with clear performance standards and consequences

*(cf. 0510 - School Accountability Report Card)*  
*(cf. 2140 - Evaluation of the Superintendent)*  
*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4215 - Evaluation/Supervision)*  
*(cf. 4315 - Evaluation/Supervision)*  
*(cf. 9400 - Board Self-Evaluation)*

6. Promoting student health, nutrition, and physical activity in order to enhance learning

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 6142.7 - Physical Education)*  
*(cf. 6142.8 - Comprehensive Health Education)*

7. Developing each student's self-respect, respect for others, appreciation for diversity, and sense of personal responsibility

*(cf. 5137 - Positive School Climate)*  
*(cf. 6141.6 - Multicultural Education)*  
*(cf. 6142.3 - Civic Education)*

8. Allocating time and resources for staff collaboration, planning, and professional development activities aligned with the district's goals

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

9. Maintaining fiscal integrity for the district and aligning resources to instructional needs and priorities for student achievement

*(cf. 3100 - Budget)*  
*(cf. 3400 - Management of District Assets/Accounts)*  
*(cf. 3460 - Financial Reports and Accountability)*

10. Improving the organization, management, and decision-making structure and capabilities of the district to better support the education of students

## **GOALS FOR THE SCHOOL DISTRICT (continued)**

*(cf. 0420.5 - School-Based Decision Making)*

*(cf. 2000 - Concepts and Roles)*

11. Employing technology in ways that enhance learning, teaching, and noninstructional operations

*(cf. 0440 - District Technology Plan)*

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

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

12. Providing and maintaining facilities to meet the needs of present and future students

*(cf. 7000 - Concepts and Roles)*

*(cf. 7110 - Facilities Master Plan)*

13. Maintaining positive relations with parents/guardians and the community, emphasizing communication and inviting participation in the schools

*(cf. 1100 - Communication with the Public)*

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

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1240 - Volunteer Assistance)*

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

*(cf. 6020 - Parent Involvement)*

14. Collaborating with other public agencies and private organizations to ensure that children's physical, social, and emotional needs are met

*(cf. 1020 - Youth Services)*

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

Each goal shall include measurable standards, performance indicators, and benchmarks that can be used to determine the district's progress toward meeting that goal.

The Superintendent or designee shall, with the involvement of district and school site staff, develop a strategic plan containing short-term objectives, actions, and timelines designed to enable the district to achieve its long-term goals. The Superintendent or designee shall also ensure that district improvement plans and reform efforts are aligned with the district's goals.

*(cf. 0400 - Comprehensive Plans)*

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

*(cf. 0520.1 - High Priority Schools Grant Program)*

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

*(cf. 0520.4 - Quality Education Investment Schools)*

*(cf. 6171 - Title I Programs)*

## **GOALS FOR THE SCHOOL DISTRICT (continued)**

The Superintendent or designee shall ensure that these goals are communicated to staff, parents/guardians, students, and the community and that those groups are given an opportunity to provide feedback to the district about the goals.

### **Monitoring and Evaluation**

Note: The following section should be modified to reflect district practice. In order to help ensure that the Board's meetings are focused on the district's goals for student achievement, CSBA's Agenda Online program allows items from the Board meeting agenda to link to specific district goals.

The Board shall regularly monitor the progress of the district's efforts in achieving the goals. To that end, the Superintendent or designee shall provide the Board with the necessary data and analysis to help the Board evaluate the effectiveness of the district's efforts. These data shall include an analysis of the progress based on the performance indicators and benchmarks for each goal, as well as other measures of student achievement, such as the Academic Performance Index, Adequate Yearly Progress, student attendance, and graduation rates.

*(cf. 0500 - Accountability)*

*(cf. 6190 - Evaluation of the Instructional Program)*

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

If the Board determines that sufficient progress is not being made toward a particular goal, the Board and Superintendent shall determine what types of additional district resources and support should be provided so that progress in increasing student achievement can be made. District goals shall be revised as necessary.

*Legal Reference: (see next page)*

## GOALS FOR THE SCHOOL DISTRICT (continued)

### *Legal Reference:*

#### EDUCATION CODE

33127-33129 *Standards and criteria for fiscal accountability*

33400-33407 *CDE evaluation of district programs*

44660-44665 *Evaluation of certificated employees*

51002 *Local development of programs based on stated philosophy and goals*

51020 *Definition of goal*

51021 *Definition of objective*

51041 *Evaluation of the educational program*

52050-52059 *Public Schools Accountability Act*

64000-64001 *Consolidated application process*

#### CODE OF REGULATIONS, TITLE 5

15440-15463 *Standards and criteria for fiscal accountability*

#### UNITED STATES CODE, TITLE 20

6311 *Accountability, adequate yearly progress*

6312 *Local educational agency plan*

### *Management Resources:*

#### CSBA PUBLICATIONS

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

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

*Maximizing School Board Governance: Vision, 1996*

#### WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

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

(2/98 3/03) 7/08

# **Board Policy**

## **BP 0200 Philosophy, Goals, Objectives and Comprehensive Plans**

### **Goals For The School District**

The Governing Board shall adopt long-term goals for achieving the district's overall vision for its schools as well as clear performance standards and benchmarks which can be used to determine if the district is meeting these goals. Goals shall be limited in number so as to be reasonably achievable within established timelines.

(cf. 0000 - Vision)  
(cf. 0100 - Philosophy)  
(cf. 0500 - Accountability)  
(cf. 6010 - Goals and Objectives)  
(cf. 9000 - Role of the Board)

The Superintendent or designee may establish short-term, interim objectives and comprehensive plans to ensure adequate, regular progress toward the district's long-term goals.

(cf. 0400 - Comprehensive Plans)

The district's goals are to:

1. Maintain safe, healthful and orderly campuses which promote learning.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 5144 - Discipline)

2. Provide appropriate instruction to meet the varied academic and career goals of students by identifying and responding to individual student needs.

(cf. 6000 - Concepts and Roles)  
(cf. 6030 - Integrated Academic and Vocational Instruction)

3. Ensure that all students achieve academic proficiency in essential areas of skill and knowledge.

(cf. 6011 - Academic Standards)  
(cf. 6146.1 - High School Graduation Requirements/Standards of Proficiency)  
(cf. 6146.5 - Elementary School Promotion/Standards of Proficiency)

**4. Provide for the specialized needs of identified groups of students.**

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

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

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

**5. Develop each student's self-respect, respect for others, appreciation for diversity and sense of personal responsibility.**

(cf. 5137 - Positive School Climate)

(cf. 6141.6 - Multicultural Education)

**6. Provide time and resources for collaboration, planning and professional development for all staff.**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

**7. Maintain fiscal integrity for the district.**

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

**8. Improve the organization, management and decision-making structure and capabilities of the district to better support the education of students.**

(cf. 0420.5 - School-Based Decision Making)

(cf. 2000 - Concepts and Roles)

**9. Employ technology in ways that enhance learning, teaching and noninstructional operations.**

(cf. 0440 - District Technology Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 6162.7 - Use of Technology in Instruction)

(cf. 6163.4 - Student Use of Technology)

**10. Provide and maintain facilities to meet the needs of present and future students.**

(cf. 7000 - Concepts and Roles)

(cf. 7110 - Facilities Master Plan)

**11. Maintain positive relations with parents/guardians and the community, emphasizing communication and inviting participation in the schools.**

**(cf. 1220 - Citizen Advisory Committees)**

**(cf. 1240 - Volunteer Assistance)**

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

**(cf. 6020 - Parent Involvement)**

**12. Collaborate with other public agencies and private organizations to ensure that children's physical, social and emotional needs are met.**

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

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

**13. Provide a system of shared accountability for student achievement with clear performance standards and consequences.**

**(cf. 0500 - Accountability)**

**(cf. 0510 - School Accountability Report Card)**

**(cf. 2123 - Evaluation of the Superintendent)**

**(cf. 4115 - Evaluation/Supervision)**

**(cf. 4215 - Evaluation/Supervision)**

**(cf. 4315 - Evaluation/Supervision)**

**(cf. 6162.5 - Student Assessment)**

**(cf. 9400 - Board Self-Evaluation)**

**Legal Reference:**

**EDUCATION CODE**

**51002 Local development of programs based on stated philosophy and goals**

**51020 Definition of goal**

**51021 Definition of objective**

**Management Resources:**

**CSBA PUBLICATIONS**

**Maximizing School Board Leadership: Vision, 1996**

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: August 5, 1998      Antelope, California**

# CSBA Sample

## Board Policy

### Business and Noninstructional Operations

BP 3311(a)

#### BIDS

In order to ensure transparency and the prudent expenditure of public funds, the Governing Board shall award contracts in an objective manner and in accordance with law. District equipment, supplies, and services shall be purchased using competitive bidding when required by law or if the Board determines that it is in the best interest of the district to do so.

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

*(cf. 3000 - Concepts and Roles)*

*(cf. 3300 - Expenditures and Purchases)*

Note: Requirements for competitive bidding, including notice and advertising, are specified in Public Contract Code 20111-20118.4. However, pursuant to Public Contract Code 20118, districts may be exempt from these requirements and may "piggyback" onto the bid of any public corporation or agency for specific items when the Board determines it is in the best interest of the district. See the accompanying administrative regulation for a list of those items that may be leased or purchased using this procedure.

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

Bid specifications shall be carefully designed and shall describe in detail the quality, delivery, and service required.

Note: Public Contract Code 20111.5 authorizes the district to establish a prequalification procedure for any contract for which bids are legally required; see the accompanying administrative regulation.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation.

*(cf. 9270 - Conflict of Interest)*

*Legal Reference: (see next page)*

**BIDS (continued)**

*Legal Reference:*

**EDUCATION CODE**

17595 *Purchases through Department of General Services*

38083 *Purchase of perishable foodstuffs and seasonable commodities*

38110-38120 *Apparatus and supplies*

39802 *Transportation services*

**GOVERNMENT CODE**

4330-4334 *Preference for California-made materials*

6252 *Definition of public record*

53060 *Special services and advice*

54201-54205 *Purchase of supplies and equipment by local agencies*

**PUBLIC CONTRACT CODE**

1102 *Emergencies*

2001-2001 *Responsive bidders*

3400 *Bids, specifications by brand or trade name not permitted*

3410 *United States produce and processed foods*

6610 *Bid visits*

12200 *Definitions, recycled goods, materials and supplies*

20103.8 *Award of contracts*

20107 *Bidder's security*

20111-20118.4 *Contracting by school districts*

20189 *Bidder's security, earthquake relief*

22002 *Definition of public project*

22030-22045 *Alternative procedures for public projects (UPCCAA)*

22050 *Alternative emergency procedures*

22152 *Recycled product procurement*

**COURT DECISIONS**

*Marshall v. Pasadena USD*, (2004) 119 Cal.App.4th 1241

*Konica Business Machines v. Regents of the University of California*, (1988) 206 Cal.App.3d 449

*City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court*, (1972) 7 Cal.3d 861

**ATTORNEY GENERAL OPINIONS**

89 *Ops. Cal. Atty. Gen.* 1 (2006)

*Management Resources:*

**WEB SITES**

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

California Association of School Business Officials: <http://www.casbo.org>

(6/97 11/00) 7/08

# **Board Policy**

**BP 3311**

## **Business and Noninstructional Operations**

### **Bids**

The district shall purchase equipment, supplies and services using competitive bidding when required by law and in accordance with statutory requirements for bidding and bidding procedures. In those circumstances where the law does not require competitive bidding, the Governing Board may request that a contract be competitively bid if the Board determines that it is in the best interest of the district to do so.

When the Board has determined that it is in the best interest of the district, the Board may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law.

To ensure that good value is received for funds expended, specifications shall be carefully designed and shall describe in detail the quality, delivery and service required.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation.

(cf. 9270 - Conflict of Interest)

#### **Legal Reference:**

##### **EDUCATION CODE**

- 17595 Purchases through Department of General Services
- 38083 Purchase of perishable foodstuffs and seasonable commodities
- 38110 Purchase of supplies through county superintendent
- 38111 Purchases by district governing board
- 38112 Purchases of necessary supplies
- 39802 Transportation bids and contracts for services

##### **GOVERNMENT CODE**

- 4330-4334 Preference of California-made materials
- 6252 Definition of public record
- 53060 Special services and advice
- 54201-54205 Purchase of supplies and equipment by local agencies

##### **PUBLIC CONTRACT CODE**

- 2000-2001 Responsive bidders
- 3400 Bids, specifications by brand or trade name not permitted
- 3410 United States produce and processed foods

6610 Bid visits

12200 Definitions, recycled goods, materials and supplies

20103.8 Award of contracts

20107 Bidder's security

20111-20118.4 School districts

20189 Bidder's security, earthquake relief

22002 Definition of public project

22030-22045 Alternative procedures for public projects (UPCCAA)

22050 Alternative emergency procedures

#### **COURT DECISIONS**

Konica Business Machines v. Regents of the University of California, (1988) 206

Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court,  
(1972) 7 Cal.3d 861

#### **ATTORNEY GENERAL OPINIONS**

89 Ops.Cal.Atty.Gen. 1 (2006)

#### **Management Resources:**

##### **WEB SITES**

CSBA: [www.csba.org](http://www.csba.org)

California Association of School Business Officials: [www.casbo.org](http://www.casbo.org)

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: May 16, 2001      Antelope, California**

# CSBA Sample Administrative Regulation

## Business and Noninstructional Operations

AR 3311(a)

### BIDS

Note: Pursuant to Government Code 54202, school districts are mandated to adopt bidding procedures governing the purchase of equipment and supplies.

The following administrative regulation is for use by districts that have not adopted the provisions of the Uniform Public Construction Cost Accounting Act (UPCCAA). Procedures and bid limits under the UPCCAA are specified in Public Contract Code 22030-22045.

### Advertised/Competitive Bids

The district shall seek competitive bids through advertisement for contracts involving an expenditure of \$15,000 or more for a public project. *Public project* means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

Note: Pursuant to Public Contract Code 20111, the Superintendent of Public Instruction (SPI) is required to annually adjust the monetary requirement for contracts to be competitively bid to reflect U.S. Department of Commerce data. The following optional sentence allows the amount to escalate automatically once the SPI has made the annual determination. For 2008, the bid limit is \$72,400.

The district shall also seek competitive bids through advertisement for contracts exceeding the amount specified in law, and as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111; Government Code 53060)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs, including maintenance that is not a public project

*Maintenance* means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. *Maintenance* includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. This definition does not include, among other types of work, janitorial or custodial services and protection provided

**BIDS (continued)**

by security forces, nor does it include painting, repainting, or decorating other than touchup. (Public Contract Code 20115)

Note: Pursuant to Public Contract Code 20111, a contract required to be put out to bid must be awarded to the responsible bidder submitting the "lowest responsive bid." A "responsible bidder" possesses the quality, fitness, and capacity to satisfactorily perform the proposed work. (City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court) A "responsive bid" conforms to the district's specifications. (Konica Business Machines v. Regents of the University of California) Before determining whether a bid is not responsive or a bidder is not a responsible bidder, legal counsel should be consulted, as appropriate.

Unless otherwise authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Governing Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

The Board shall secure bids pursuant to Public Contract Code 20111 and 20112 for any transportation service expenditure of more than \$10,000 when contemplating that such a contract may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported. The Board may let this contract to other than the lowest bidder. (Education Code 39802)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4 for contracting after competitive bidding. (Public Contract Code 20116)

When letting a contract for the procurement and/or maintenance of electronic data processing systems and supporting software, the Board may contract with any one of the three lowest responsible bidders. (Public Contract Code 20118.1)

**Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation, circulated in the county, and may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including final plan and specifications, are available. Any such mandatory visit or meeting shall not occur within a minimum of five calendar days of the publication of the initial notice. (Public Contract Code 6610)

**BIDS (continued)**

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)
2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
  - a. Cash
  - b. A cashier's check made payable to the district
  - c. A certified check made payable to the district
  - d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
4. When two or more identical lowest or highest bids are received, the Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

Note: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with legal counsel, as appropriate, as to the applicability of this law to school districts and other unclear provisions of this law.

5. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a below shall be used. (Public Contract Code 20103.8)
  - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

**BIDS (continued)**

- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined.

- 6. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
- 7. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for review pursuant to law, Board policy, and administrative regulation.

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

**Alternative Bid Procedures for Technological Supplies and Equipment**

Upon a finding by the Board that a particular procurement qualifies for the alternative procedure, the district may acquire computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus through competitive negotiation. This procedure shall not apply to contracts for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation shall include, but not be limited to, the following requirements: (Public Contract Code 20118.1)

- 1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.

**BIDS (continued)**

2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The district shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The district shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. An award shall be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If an award is not made to the bidder whose proposal contains the lowest price, then the district shall make a finding setting forth the basis for the award.
8. The district, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises, that are in accordance with the RFP, shall not be subject to negotiation with the successful proposer.

**Bids Not Required**

Note: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (89 Ops.Cal.Att'y.Gen. 1 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. Because of the lack of a permanent foundation and building mobility, this opinion does not apply to typical portable or relocatable single-classroom buildings. Districts considering using the piggyback process for relocatables, portables, modulares, and the like should consult district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize, by contract, lease, requisition, or purchase order, another public corporation or agency to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district

**BIDS (continued)**

in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). (Public Contract Code 20118)

*(cf. 3300 - Expenditures and Purchases)*

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable commodities, such as foodstuffs, needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

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

Note: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In Marshall v. Pasadena Unified School District, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 20113)

*(cf. 3517 - Facilities Inspection)*

*(cf. 9323.2 - Actions by the Board)*

Bids shall also not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

**BIDS (continued)****Sole Sourcing**

Note: "Sole sourcing" is the practice in which only one brand name product is specified, although comparable, competitive products are available.

Specifications for contracts for construction, alteration, or repair of school facilities may not limit bidding, either directly or indirectly, to any one specific concern. Specifications designating a specific material, product, thing, or particular brand name shall follow the description with the words "or equal" so that bidders may furnish any equal material, product, thing, or service. (Public Contract Code 3400)

However, specifications for such contracts may designate a product by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

**Prequalification Procedure**

Note: The following optional section is for use by districts that wish to establish a prequalification procedure for any contract for which bids are legally required.

For any contract for which bids are legally required, the Board may require that each prospective bidder complete and submit a standardized questionnaire and financial statement. For this purpose, the Superintendent or designee shall supply a form which requires a complete statement of the bidder's financial ability and experience in performing public works. (Public Contract Code 20111.5)

Prospective bidders shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids. The information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Public Contract Code 20111.5)

**BIDS (continued)**

The Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. Bidders must be deemed prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

The Superintendent or designee shall furnish each qualified bidder with a standardized proposal form. Bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

The district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. (Public Contract Code 20111.5)

**Protests by Bidders**

Note: The law does not specify a procedure for handling protests by bidders. The following <b>optional</b> section provides one such procedure and should be modified to reflect district practice.
---

A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy, the bid's specifications, or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

(11/00 3/06) 7/08

# **Administrative Regulation**

**AR 3311**

## **Business and Noninstructional Operations**

### **Bids**

#### **Advertised Bids**

The district shall seek competitive bids through advertisement for contracts involving an expenditure of \$15,000 or more for a public project. (Public Contract Code 20111)

Public project includes construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition and repair work involving a district owned, leased or operated facility. (Public Contract Code 22002)

The amount by which contracts shall be competitively bid shall escalate automatically based upon the annual adjustment by the Superintendent of Public Instruction.

Competitive bids shall be sought through advertisement for contracts exceeding \$72,400 for the following: (Public Contract Code 20111; Government Code 53060)

1. The purchase of equipment, material or supplies to be furnished, sold or leased to the district
2. Services, not including construction services, or special services and advice such as accounting, financial, legal or administrative matters
3. Repairs, including maintenance that is not a public project

Maintenance means routine, recurring and usual work for preserving, protecting and keeping a district facility operating in a safe, efficient and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing and other craft work designed to preserve the facility as well as repairs, cleaning and other operations on machinery and other permanently attached equipment. This definition does not include, among other types of work, janitorial or custodial services and protection provided by security forces, nor does it include painting, repainting or decorating other than touchup. (Public Contract Code 20115)

Unless otherwise authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Governing Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When letting a contract for the procurement and/or maintenance of electronic data processing systems and supporting software, the Board may contract with any one of the three lowest responsible bidders. (Public Contract Code 20118.1)

The Board shall secure bids pursuant to Public Contract Code 20111 and 20112 for any transportation service expenditure of more than \$10,000 when contemplating that such a contract may be made with a person or corporation other than a common carrier, municipally owned transit system or a parent/guardian of students who are to be transported. The Board may let this contract to other than the lowest bidder. (Education Code 39802)

No work, project, service or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4 for contracting after competitive bidding. (Public Contract Code 20116)

#### **Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by advertising in a local newspaper or general circulation published in the district, or if no such paper exists then in some newspaper of general circulation, circulated in the county at least once a week for two weeks. The notice shall state the work to be done or materials or supplies to be furnished and the time and place where bids will be opened. (Public Contract Code 20112)

The notice shall contain the time, date and location of any mandatory prebid conference, site visit or meeting. The notice shall also detail when and where project documents, including final plan and specifications, are available. Any such mandatory visit or meeting shall not occur within a minimum of five calendar days of the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders, including bidders for printing contracts, shall specify the minimum, if not exact, percentage of recycled product in the paper products offered, and both the postconsumer and secondary waste content. (Public Contract Code 12169, 12213)
2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
  - a. Cash
  - b. A cashier's check made payable to the district
  - c. A certified check made payable to the district

- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, in no event any later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
4. When two or more identical lowest or highest bids are received, the Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
5. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, depending on the availability of funds, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a, below, will be used: (Public Contract Code 20103.8)
- a. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
6. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
7. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

#### **Bids Not Required**

Upon a determination that it is in the best interest of the district, the Board may authorize the purchase, lease or contract for data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors and other personal property through a public corporation or agency ("piggyback") without advertising for bids. (Public Contract Code 20118)

(cf. 3310 - Purchasing Procedures)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable commodities such as foodstuffs may be purchased through bid or on the open market, depending on district preference. (Education Code 38083)

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

In an emergency when any repairs, alterations, work or improvement to any school facility is necessary to permit the continuance of existing school classes, or to avoid danger to life or property, the Board, by unanimous vote and with the approval of the County Superintendent of Schools, may contract for labor and materials or supplies without advertising for or inviting bids. (Public Contract Code 20113)

(cf. 9323.2 - Actions by the Board)

Bids shall also not be required for day labor under circumstances specified in law. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

Whenever the total number of hours on the job does not exceed 350 hours, day labor may be used to erect new buildings and for the following purposes: (Public Contract Code 20114)

1. School building repairs, alterations, additions
2. Painting, repainting or decorating of school buildings
3. Repair or building of apparatus or equipment
4. Improvements on school grounds
5. Maintenance work as defined above

#### **Sole Sourcing**

Specifications for contracts for construction, alteration or repair of school facilities may not limit bidding to any one product or supplier. Specifications designating a particular brand name shall list at least two brands of comparable quality or utility and follow the description with the words "or equal." (Public Contract Code 3400)

Specifications for contracts may designate a product by brand or trade name (sole sourcing) when one or more of the following conditions apply: (Public Contract Code 3400)

1. The product is designated to match others in use on a particular public improvement that has been completed or is in the course of completion.
2. One product has a unique application required to be used in the public interest.

3. Only one brand or trade name is known.
4. Upon resolution of the Board, the Board makes a finding that the item sought is the subject of a field test to determine its suitability for future use.

#### **Protests by Bidders**

A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy or the bid's specifications or was not in compliance with law.

A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 days. The Superintendent or designee also may convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the contract award. The Board's decision shall be final.

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**  
**approved: May 16, 2001      Antelope, California**

# CSBA Sample Board Policy

## Business and Noninstructional Operations

BP 3517(a)

### FACILITIES INSPECTION

Note: As part of the Williams litigation settlement, Education Code 17070.75 requires that each school district participating in the School Facility Program or the Deferred Maintenance Program have a facility inspection system in place for all schools to ensure that school facilities are kept in good repair. Education Code 17002 defines "good repair" to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional as determined pursuant to the Facility Inspection Tool (FIT) developed by the Office of Public School Construction (OPSC) or a local evaluation instrument that uses the same criteria.

The information gathered on the FIT is also used to comply with other Williams settlement requirements. Education Code 33126 requires the information to be part of the assessment of school facility conditions on the school accountability report card (SARC); see BP 0510 - School Accountability Report Card. In addition, Education Code 35186 requires districts to establish a complaint procedure relative to the condition of school facilities; see AR/E 1312.4 - Williams Uniform Complaint Procedures.

The following policy is optional.

The Governing Board recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

*(cf. 0510 - School Accountability Report Card)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 3111 - Deferred Maintenance Funds)*  
*(cf. 3514 - Environmental Safety)*

Note: Education Code 17002 specifies the conditions that must be evaluated as part of the FIT. Items #1-15 below reflect the broad categories of conditions listed on the FIT.

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that school facilities are maintained in good repair in accordance with law. At a minimum, the program shall analyze those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including the following:

1. Gas Leaks: Gas systems and pipes appear safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems as applicable are functional and unobstructed.
3. Windows/Doors/Gates/Fences (interior and exterior): Conditions that pose a safety and/or security risk are not evident.

**FACILITIES INSPECTION (continued)**

4. Interior Surfaces (floors, ceilings, walls, and window casings): Interior surfaces appear to be clean, safe, and functional.
5. Hazardous Materials (interior and exterior): There does not appear to be evidence of hazardous materials that may pose a threat to students or staff.
6. Structural Damage: There does not appear to be structural damage that could create hazardous or uninhabitable conditions.
7. Fire Safety: The fire equipment and emergency systems appear to be functioning properly.
8. Electrical (interior and exterior): There is no evidence that any portion of the school has a power failure and electrical systems, components, and equipment appear to be working properly.
9. Pest/Vermin Infestation: Pest or vermin infestation is not evident.
10. Drinking Fountains (inside and outside): Drinking fountains appear to be accessible and functioning as intended.
11. Restrooms: Restrooms appear to be accessible during school hours, are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).
12. Sewers: Sewer line stoppage is not evident.
13. Roofs (observed from the ground, inside/outside the building): Roof system appears to be functioning properly.
14. Playground/School Grounds: The playground equipment and school grounds appear to be clean, safe, and functional.
15. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to be cleaned regularly.

Note: For schools ranked in deciles 1-3 on the Academic Performance Index, Education Code 1240 requires the County Superintendent of Schools to visit those schools to determine (1) the status of any facility condition that may create an emergency or urgent threat to the health or safety of students or staff and (2) the accuracy of data reported on the SARC with respect to the safety, cleanliness, and adequacy of school facilities. Education Code 1240 requires that the County Superintendent provide a quarterly report to the Board on the results of any county office visit. Education Code 1240 provides that, if the County Superintendent determines that a facility condition poses an emergency or urgent threat, he/she may return

**FACILITIES INSPECTION (continued)**

to the school to verify repairs and/or prepare a report that identifies areas of noncompliance if the district has not provided evidence that the repairs will be made within 30 days or, for major repairs, in a timely manner. The County Superintendent may then present the report to the Board at a public meeting and post the report on the county office's web site.

The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

*Legal Reference:***EDUCATION CODE***1240 County superintendent of schools, duties**17002 Definitions**17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998**17565-17591 Property maintenance and control, especially:**17584 Deferred maintenance**17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account**33126 School accountability report card**35186 Williams uniform complaint procedure***CODE OF REGULATIONS, TITLE 2***1859.300-1859.330 Emergency Repair Program**Management Resources:***CSBA PUBLICATIONS***Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008***COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS***Facility Inspection Tool Guidebook, February 2008***WEB SITES***CSBA: <http://www.csba.org>**California County Superintendents Educational Services Association: <http://www.ccsesa.org>**California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>**Coalition of Adequate School Housing: <http://www.cashnet.org>**State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>*

(3/05 11/06) 7/08

# **Board Policy**

**BP 3517**

## **Business and Noninstructional Operations**

### **Facilities Inspection**

The Governing Board recognizes that the condition of school facilities may have an impact on safety, student learning and achievement, and employee morale, and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

(cf. 0510 - School Accountability Report Card)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 3111 - Deferred Maintenance Funds)

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that district schools are maintained in good repair in accordance with law. At a minimum, the inspection program shall determine facility conditions specified on the inspection and evaluation instrument, including any evidence of:

1. Gas leaks
2. Problems with mechanical systems, including heating, ventilation, or air conditioning systems
3. Broken windows or doors
4. Broken gates or fences that could pose a safety hazard
5. Unsafe or unclean interior surfaces, such as walls, floors, or ceilings
6. Improperly stored hazardous or flammable materials that may pose an immediate threat to students or staff
7. Damaged or nonfunctioning structural elements, such as posts, beams, or supports
8. Nonfunctioning fire sprinklers and emergency equipment, such as alarms or fire extinguishers
9. Improperly secured or nonfunctioning electrical systems, components, or equipment
10. Inadequate or nonfunctioning lighting

11. Major pest or vermin infestation
12. Inaccessible or nonfunctioning drinking fountains
13. Inaccessible, unclean, nonfunctioning, or inadequately supplied restrooms during school hours
14. Backed-up, clogged, odorous, or flooded sewage system
15. Nonfunctioning or damaged roofs, gutters, drains, or downspouts
16. Drainage problems on school grounds, including water damage to playgrounds or parking lots
17. Nonfunctioning or hazardous playground equipment or exterior fixtures
18. Nonfunctioning or hazardous fields, walkways, or parking lot surfaces
19. Unclean school grounds, including accumulated refuse or unabated graffiti

The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

**Legal Reference:**

**EDUCATION CODE**

1240 County superintendent of schools, duties

17002 Definitions

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

17565-17591 Property maintenance and control, especially:

17584 Deferred maintenance

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

**CODE OF REGULATIONS, TITLE 2**

1859.300-1859.329 Emergency Repair Program

**Management Resources:**

**WEB SITES**

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

California Department of Education, Williams case:

<http://www.cde.ca.gov/eo/ce/wc/index.asp>

State Allocation Board, Office of Public School Construction:

<http://www.opsc.dgs.ca.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: May 2, 2007      Antelope, California**

# CSBA Sample

## Board Policy

**Certificated Personnel**

BP 4112.24(a)

### **TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT**

Note: The following policy is optional. The federal No Child Left Behind Act (NCLB) (20 USC 6319, 7801; 34 CFR 200.55-200.57) requires that all teachers of core academic subjects be "highly qualified" as defined by 20 USC 7801 and the State Board of Education. 5 CCR 6100-6126 contain state criteria for meeting the definition of a "highly qualified" teacher; see the accompanying administrative regulation.

20 USC 6319 requires that all teachers hired after the beginning of the 2002-03 school year who teach in a program supported by federal Title I funds must meet NCLB teacher requirements upon hire, and that all other teachers of core academic subjects must have met NCLB teacher qualification requirements by the end of the 2005-06 school year. The U.S. Department of Education (USDOE) granted California school districts a one-year extension of the 2005-06 deadline until the end of the 2006-07 school year to reach the goal, but this deadline has now passed. Thus, all teachers of core academic subjects are now required to meet NCLB requirements for "highly qualified" teachers, regardless of their date of hire or whether or not they teach in programs funded by Title I.

However, middle and high school teachers who teach multiple subjects in districts that have been identified by the USDOE as eligible to participate in the Small Rural Schools Achievement Program pursuant to 20 USC 7345 have additional time to become "highly qualified" under an extension announced by the USDOE in March 2004 and reflected in 5 CCR 6113. Pursuant to 5 CCR 6113, such middle and high school teachers must meet NCLB requirements in at least one core academic subject they are assigned to teach. If they were hired before the end of the 2003-04 school year, they were required to meet NCLB requirements by the end of the 2006-07 school year in all other core subjects they are assigned to teach. If hired after the end of the 2003-04 school year, they must meet these requirements within three years of the date of hire in all other core subjects they are assigned to teach.

Recognizing the importance of teacher effectiveness in improving student achievement, the Governing Board desires to recruit and hire teachers for core academic subjects who possess the subject matter knowledge and teaching skills required by the federal No Child Left Behind Act (NCLB).

*(cf. 4112.2 - Certification)*

*(cf. 4112.21 - Interns)*

*(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)*

*(cf. 4112.23 - Special Education Staff)*

*(cf. 6171 - Title I Programs)*

All teachers employed to teach core academic subjects shall be "highly qualified" as defined by federal law and the State Board of Education. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6126)

The Superintendent or designee shall inform teachers of NCLB requirements and shall identify additional qualifications, if any, that individual teachers need to demonstrate in order to meet the requirements. He/she shall work with individual teachers to develop a plan for attaining full qualifications.

**TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT**  
(continued)

Note: As required by the USDOE, the California Department of Education submitted a revised state plan in November 2006 that includes activities to ensure equitable distribution of "highly qualified" teachers throughout each district and among school districts throughout the state. The following paragraph is optional.

The Superintendent or designee shall monitor the distribution of "highly qualified" teachers among district schools and develop strategies, as needed, to encourage teachers who meet NCLB requirements to teach in schools with the lowest student performance.

*(cf. 0520.1 - High Priority Schools Grant Program)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.4 - Quality Education Investment Schools)*  
*(cf. 4113 - Assignment)*  
*(cf. 4114 - Transfers)*  
*(cf. 4138 - Mentor Teachers)*

The Superintendent or designee shall report to the Board on the progress of the district's teachers toward becoming fully qualified. Such reports shall include, but need not be limited to, the percentage of teachers in core academic subjects, districtwide and at each school, who meet the definition of a "highly qualified" teacher in accordance with federal law, and the percentage of teachers who are receiving professional development to enable them to satisfy this definition. (20 USC 6319)

*(cf. 4131 - Staff Development)*  
*(cf. 4131.1 - Beginning Teacher Support/Induction)*

*Legal Reference: (see next page)*

## TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT (continued)

### *Legal Reference:*

#### EDUCATION CODE

44500-44508 Peer Assistance and Review Program for Teachers

44662 Performance evaluation; Stull Act review

44664 Teacher evaluation; program to improve performance

44865 Alternative programs

#### CODE OF REGULATIONS, TITLE 5

6100-6126 Teacher qualifications, No Child Left Behind Act

80021 Short-term staff permit

80021.1 Provisional internship permit

80089.3-80089.4 Subject matter authorizations

#### UNITED STATES CODE, TITLE 20

1401 Definition of highly qualified special education teacher

6311 Parental notifications

6312 Title I local educational agency plan

6314 Schoolwide programs

6315 Targeted assistance schools

6319 Highly qualified teachers

7345-7345b Small Rural Schools Achievement Program

7801 Definitions, highly qualified teacher

#### CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

200.61 Parent notification regarding teacher qualifications

300.18 Highly qualified special education teachers

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings, January 2007

NCLB Teacher Requirements Resource Guide, March 1, 2004

#### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002

Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001

California Standards for the Teaching Profession, July 1997

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, ESEA Title II, Part A, Non-Regulatory Guidance, revised October 5, 2006

New No Child Left Behind Flexibility: Highly Qualified Teachers, Fact Sheet, March 15, 2004

#### WEB SITES

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

California Department of Education, NCLB Teacher Quality: <http://www.cde.ca.gov/nclb/sr/tq>

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

U.S. Department of Education, No Child Left Behind: <http://www.ed.gov/nclb>

(3/06 11/06) 7/08

# **Board Policy**

**BP 4112.24**

## **Personnel**

### **Teacher Qualifications Under The No Child Left Behind Act**

Recognizing the importance of teacher effectiveness in improving student achievement, the Governing Board desires to recruit and hire teachers who possess the subject matter knowledge and teaching skills required by the federal No Child Left Behind Act (NCLB) in programs for educationally disadvantaged students and for students in core academic subjects.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

All teachers hired after the first day of the 2002-03 school year to teach core academic subjects in a program supported by Title I funds shall be "highly qualified," as defined by federal law and the State Board of Education, upon hire. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6126)

(cf. 6171 - Title I Programs)

All teachers who were hired prior to the beginning of the 2002-03 school year in Title I programs and all teachers of core academic subjects in non-Title I programs shall demonstrate that they are "highly qualified" not later than the end of the 2006-07 school year. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6126)

The Superintendent or designee shall monitor the distribution of "highly qualified" teachers among district schools and develop strategies, as needed, to encourage teachers who meet NCLB requirements to teach in schools with the lowest student performance.

(cf. 0520 - Intervention for Underperforming Schools)

(cf. 0520.1 - High Priority Schools Grant Program)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.4 - Quality Education Investment Schools)

(cf. 4113 - Assignment)

(cf. 4114 - Transfers)

(cf. 4138 - Mentor Teachers)

The Superintendent or designee shall inform teachers of NCLB requirements and shall identify the additional qualifications, if any, that individual teachers need to demonstrate

in order to meet the requirements. He/she shall work with individual teachers to develop a plan for attaining full qualifications.

The Superintendent or designee shall publicly report on the progress of the district's teachers toward becoming fully qualified. Such reports shall include, but need not be limited to, the percentage of teachers in core academic subjects, districtwide and at each school, who meet the definition of a "highly qualified" teacher in accordance with federal law, and the percentage of teachers who are receiving professional development to enable them to satisfy this definition. (20 USC 6319)

(cf. 4131 - Staff Development)

**Legal Reference:**

**EDUCATION CODE**

44500-44508 Peer Assistance and Review Program for Teachers

44662 Performance evaluation; Stull Act review

44664 Teacher evaluation; program to improve performance

**CODE OF REGULATIONS, TITLE 5**

6100-6126 Teacher qualifications, No Child Left Behind Act

80021 Short-term staff permit

80021.1 Provisional internship permit

80089.3-80089.4 Subject matter authorizations

**UNITED STATES CODE, TITLE 20**

1401 Definition of highly qualified special education teacher

6311 Parental notifications

6312 District Title I plan

6314 Schoolwide programs

6315 Targeted assistance schools

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

**CODE OF FEDERAL REGULATIONS, TITLE 34**

200.55-200.57 Highly qualified teachers

200.61 Parent notification regarding teacher qualifications

300.18 Highly qualified special education teachers

**Management Resources:**

**CSBA ADVISORIES**

California's Implementation of the No Child Left Behind Act, July 2003

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

NCLB Teacher Requirements Resource Guide, March 1, 2004

**COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS**

Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002

Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001

California Standards for the Teaching Profession, July 1997  
U.S. DEPARTMENT OF EDUCATION GUIDANCE  
New No Child Left Behind Flexibility: Highly Qualified Teachers, Fact Sheet, March  
15, 2004  
Improving Teacher Quality State Grants, ESEA Title II, Part A, Non-Regulatory  
Guidance, revised October 5, 2006  
WEB SITES  
CSBA: <http://www.csba.org>  
California Department of Education: <http://www.cde.ca.gov>  
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>  
U.S. Department of Education, No Child Left Behind: <http://www.ed.gov/nclb>

Policy CENTER UNIFIED SCHOOL DISTRICT  
adopted: May 2, 2007      Antelope, California

# CSBA Sample

## Administrative Regulation

Certificated Personnel

AR 4112.24(a)

### TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

Note: The following optional administrative regulation reflects requirements of the federal No Child Left Behind Act (NCLB) (20 USC 6319, 7801; 34 CFR 200.55-200.57) and 5 CCR 6100-6126 pertaining to qualifications of teachers of core academic subjects in both Title I and non-Title I programs. The district should select material applicable to the grade levels offered by the district.

#### Definitions

*Core academic subjects* include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. (20 USC 7801)

Note: The following definition of "hard-to-staff setting," established in 5 CCR 6100, as amended by Register 2008, No. 21, is for use by districts that maintain middle and/or high schools that offer any of the programs specified below. The following paragraph should be revised to reflect programs offered by the district. Eligibility for the Small Rural Schools Achievement Program is described in 20 USC 7345.

*Hard-to-staff setting* means a middle or high school classroom eligible for the federal Small Rural Schools Achievement Program, a middle or high school special education classroom, or a middle or high school alternative education program as specified in Education Code 44865, including home teaching, hospital classes, necessary small high schools, continuation schools, alternative schools, opportunity schools, juvenile court schools, county community schools, and district community day schools. (5 CCR 6100)

(cf. 6181 - Alternative Schools)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

Note: 5 CCR 6104 describes the High Objective Uniform State Standard Evaluation (HOUSSE) option by which teachers may demonstrate subject matter competency when allowed by law; see section on "Demonstration of Subject Matter Competency" below. As provided in the following definition, HOUSSE Part 1 includes consideration of the teacher's service to the profession. As amended by Register 2008, No. 21, 5 CCR 6104 provides examples of activities that constitute "service to the profession" for this purpose.

*High Objective Uniform State Standard Evaluation (HOUSSE)* is a method of determining a teacher's subject matter competence using forms developed by the California Department of Education (CDE). HOUSSE Part 1 consists of a summation of the teacher's years of experience, coursework, professional development, and service to the profession. HOUSSE Part 2, to be conducted only if Part 1 does not indicate subject matter competency, consists of direct observation and portfolio assessment and, if necessary, completion of the Peer Assistance and Review Program for Teachers or other individualized professional development plan. (5 CCR 6104)

**TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT**  
(continued)

(cf. 4139 - Peer Assistance and Review)

Note: The following definition of Level 1 and Level 2 professional development, established in 5 CCR 6100, as amended by Register 2008, No. 21, is for use by districts that maintain middle and/or high schools in "hard-to-staff" settings as defined above.

*Level 1 professional development* means training that will provide a teacher with the requisite understanding of each set of state content standards. *Level 2 professional development* means training that will provide a teacher with more in-depth understanding of the content standards than provided in a Level 1 professional development program. The trainings shall be consistent with state-adopted academic content standards, curriculum frameworks, and adopted texts and shall incorporate the assessment of subject matter competency as outlined in the CDE's document California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings. For each type of training, at least 36 hours in the core subject for which the teacher is being certified is required to substantively address the subject matter content. (5 CCR 6100, 6105)

*Teacher new to the profession* is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, on or after July 1, 2002. (5 CCR 6100)

*Teacher not new to the profession* is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, before July 1, 2002. (5 CCR 6100)

**Teacher Qualifications**

To meet the teacher qualification requirements of the federal No Child Left Behind Act (NCLB), a teacher of a core academic subject shall meet all of the following conditions: (20 USC 6319, 7801; 34 CFR 200.55, 200.56, 300.18; 5 CCR 6101, 6104, 6105, 6110)

1. Hold a bachelor's degree
2. Hold a full credential or be currently enrolled in an approved intern program for less than three years

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

3. Demonstrate subject matter competency in accordance with the applicable requirements below

(cf. 6171 - Title I Programs)

## **TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT** (continued)

A teacher who holds a supplementary authorization or is employed on a local teaching assignment shall meet the teacher qualification requirements of NCLB if he/she holds a California teaching credential and has demonstrated subject matter competency for the grade span and subject matter taught. (5 CCR 6116)

Note: 5 CCR 6115 provides that teachers will not be considered to have satisfied NCLB requirements under specified conditions, including possession of an emergency permit or pre-intern certificate. Effective June 30, 2006, pursuant to Commission on Teacher Credentialing action in December 2003, the emergency permit and pre-intern certificate were replaced by the short-term staff permit (STSP) and the provisional internship permit (PIP). See AR 4112.2 - Certification.

A teacher shall not meet the teacher qualification requirements of NCLB if he/she is teaching with a short-term staff permit, a provisional internship permit, or a state or local waiver for the grade or subject taught. (5 CCR 6115, 80021, 80021.1)

### **Demonstration of Subject Matter Competency**

Note: Subject matter competency requirements differ for elementary teachers (items #1, 2, and #6 below) and middle or high school teachers (items #3-6 below). The NCLB Teacher Requirements Resource Guide issued by the California Department of Education (CDE) clarifies that teachers of a specific grade and subject are expected to have the same skills and knowledge regardless of the configuration of the school. 5 CCR 6100 gives each district the discretion to determine, based on the curriculum taught, which grades and courses shall be included in the definition of elementary, middle, or high school grade spans.

Subject matter competency shall be demonstrated in accordance with the following requirements based on the grade levels taught and the teacher's length of time in the profession:

1. *An elementary teacher who is new to the profession* shall pass a validated statewide subject matter examination certified by the Commission on Teacher Credentialing (CTC). (5 CCR 6102)
2. *An elementary teacher who is not new to the profession* shall complete one of the following: (5 CCR 6103-6104)
  - a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes
  - b. The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher
3. *A middle or high school teacher who is new to the profession* shall pass or complete one of the following for every core academic subject currently assigned: (5 CCR 6111)

**TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT**  
(continued)

- a. A validated statewide subject matter examination certified by the CTC
  - b. University subject matter program approved by the CTC
  - c. Undergraduate major in the subject taught
  - d. Graduate degree in the subject taught
  - e. Coursework equivalent to the undergraduate major
4. *A middle or high school teacher who is not new to the profession shall pass or complete one of the following for every core subject assigned: (5 CCR 6112)*
- a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes
  - b. University subject matter program approved by the CTC
  - c. Undergraduate major in the subject taught
  - d. Graduate degree in the subject taught
  - e. Coursework equivalent to the undergraduate major
  - f. Advanced certification or credential, such as certification from the National Board for Professional Teaching Standards
  - g. The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher

Note: 5 CCR 6105, as added by Register 2008, No. 21, establishes the following requirements for middle and high school teachers in a "hard-to-staff setting" as defined above and in 5 CCR 6100.
--

5. *A middle or high school teacher in a hard-to-staff setting, as defined above, shall complete professional development for the subject matter verification process within three years of the date of assignment to such a setting. (5 CCR 6100, 6105)*
- a. If the teacher has fewer than 20 total or 10 upper division nonremedial college-level semester units, or equivalent quarter units, in a core academic subject, he/she shall complete both Level 1 and Level 2 professional development courses as defined above.

**TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT**  
(continued)

- b. If the teacher has fewer than 32 semester nonremedial college-level units, but at least 20 total or 10 upper division nonremedial semester units, or the equivalent quarter units, in a core academic subject, he/she shall complete a Level 2 professional development course.

(cf. 4131 - Staff Development)

Note: 20 USC 1401, 34 CFR 300.18, and 5 CCR 6111 provide new special education teachers who teach multiple subjects the option to demonstrate subject matter competency through the HOUSSE, as provided in item #6 below. 34 CFR 300.18 clarifies that a fully credentialed regular education teacher who subsequently becomes fully certified as a special education teacher is considered to be a new special education teacher when first hired as a special education teacher.

- 6. *An elementary, middle, or high school special education teacher teaching multiple subjects* exclusively to students with disabilities may either: (20 USC 1401; 34 CFR 300.18; 5 CCR 6111)
  - a. Meet the requirements above for teachers who are new or not new to the profession, as applicable
  - b. In the case of a new special education teacher who has demonstrated subject matter competency in mathematics, language arts, or science, demonstrate competency in the other core academic subject(s) he/she teaches through the HOUSSE no later than two years after the date of employment

**Satisfaction of Requirements Outside District**

A teacher who has been determined by another district in California to have met the teacher qualification requirements for the grade level and/or subject taught shall not be required to demonstrate again that he/she meets those requirements. (5 CCR 6120)

A teacher who has been determined to meet subject matter competency requirements outside of California shall be considered to have met those requirements for the particular subject and/or grade span in California. The date of issuance of a valid out-of-state credential shall be used to identify a teacher as new or not new to the profession. (5 CCR 6125)

A teacher prepared in a country other than the United States shall be considered to have met NCLB teaching requirements if he/she: (5 CCR 6126)

- 1. Holds a degree from a foreign college or university that is at least equivalent to a bachelor's degree offered by an American institution of higher education

**TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT**  
(continued)

2. Has completed a teacher preparation program that meets CTC requirements for out-of-country trained teachers
3. Demonstrates subject matter competency for the grade span and subjects taught through the same or equivalent processes and methods required of California teachers
4. Holds a California teaching credential

**Certification of Compliance**

Note: The following optional section is for use by districts that receive Title I funds. The CDE's NCLB Teacher Requirements Resource Guide contains a certificate of compliance to be completed by all teachers of core subjects and specifies that districts should keep the signed original copy for data reporting purposes.

All teachers teaching core academic subjects shall complete and sign a certificate of compliance with NCLB requirements and attach appropriate documentation. The Superintendent or designee shall verify the information and retain the signed original copy.

Note: See the accompanying exhibit E(1) for a sample attestation form that meets the requirements of the following paragraph.

The principal of each school receiving Title I funds shall annually attest in writing as to whether the school is in compliance with NCLB requirements related to teacher qualifications. Copies of the attestation shall be maintained at the school and at the district office and shall be available to any member of the public upon request. (20 USC 6319)

**District Plan for Highly Qualified Teachers**

Note: The following optional section is for use by districts that receive Title I funds. 20 USC 6319 specifies that at least five percent of Title I funds must be used each year for professional development, as defined in 20 USC 7801, to ensure that teachers become "highly qualified."

Within the Title I local educational agency plan, the Superintendent or designee shall develop a plan for ensuring that all teachers of core academic subjects will meet NCLB requirements in accordance with law. As part of this plan, the Superintendent or designee shall provide high-quality professional development designed to enable teachers to meet NCLB requirements. (20 USC 6312, 6319)

**Parental Notifications**

Note: The following optional section is for use by districts that receive Title I funds.

**TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT**  
(continued)

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to: (20 USC 6311)

1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

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

*(cf. 5145.6 - Parental Notifications)*

Note: See the accompanying exhibit E(2) for a sample parental notification that meets the following requirements. Such notification is also required for noncompliant middle and high school teachers teaching multiple subjects in districts eligible for the Small Rural Schools Achievement Program pursuant to 20 USC 7345, even though 5 CCR 6113 grants such teachers who are highly qualified in at least one core subject additional time to become highly qualified in all the core academic subjects they teach.

In addition, the Superintendent or designee shall provide timely notice to individual parents/guardians of students attending a Title I school whenever their child has been assigned to or has been taught for four or more consecutive weeks by a teacher of a core academic subject who does not meet NCLB teacher qualification requirements. (20 USC 6311; 34 CFR 200.61)

The Superintendent or designee shall notify teachers, as appropriate, prior to distributing the above notice to parents/guardians.

The notice and information provided to parents/guardians shall be in an understandable and uniform format and, to the extent practicable, be provided in a language that the parents/guardians can understand. (20 USC 6311)

(3/06 11/06) 7/08

# **Administrative Regulation**

**AR 4112.24  
Personnel**

**Teacher Qualifications Under The No Child Left Behind Act**

## **Definitions**

**Core academic subjects include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. (20 USC 7801)**

**Teacher new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or began an approved intern program, on or after July 1, 2002. (5 CCR 6100)**

**Teacher not new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, before July 1, 2002. (5 CCR 6100)**

## **Teacher Qualifications**

**To meet the teacher qualification requirements of the federal No Child Left Behind Act (NCLB) for staff teaching core academic subjects in Title I or non-Title I programs, a teacher shall meet all of the following conditions: (20 USC 6319, 7801; 34 CFR 200.55, 200.56, 300.18; 5 CCR 6101, 6104, 6110)**

- 1. Hold at least a bachelor's degree**
- 2. Hold a full credential or be currently enrolled in an approved intern program for less than three years**

**(cf. 4112.2 - Certification)  
(cf. 4112.21 - Interns)**

- 3. Demonstrate subject matter competency in accordance with the applicable requirements below**

**(cf. 6171 - Title I Programs)**

**Subject matter competency shall be demonstrated in accordance with the following requirements based on the grade levels taught and the teacher's length of time in the profession:**

1. An elementary teacher who is new to the profession shall pass a validated statewide subject matter examination certified by the Commission on Teacher Credentialing (CTC). (5 CCR 6102)

2. An elementary teacher who is not new to the profession shall complete one of the following: (5 CCR 6103-6104)

a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competence for credentialing purposes

b. A high objective uniform state standard evaluation (HOUSSE), as described below, to determine the teacher's subject matter competence in each of the academic subjects taught by the teacher

3. A middle or high school teacher who is new to the profession shall pass or complete one of the following for every core academic subject currently assigned: (5 CCR 6111)

a. A validated statewide subject matter examination certified by the CTC

b. University subject matter program approved by the CTC

c. Undergraduate major in the subject taught

d. Graduate degree in the subject taught

e. Coursework equivalent to the undergraduate major

4. A middle or high school special education teacher who is new to the profession, holds a special education credential or is currently enrolled in an approved special education intern program for less than three years, and has demonstrated subject matter competence in mathematics, language arts, or science in accordance with item #3 above, may demonstrate competence in other core academic subjects through the HOUSSE, as described below. The HOUSSE shall be completed not later than two years after the date of employment. (20 USC 1401; 34 CFR 300.18; 5 CCR 6111)

5. A middle or high school teacher who is not new to the profession shall pass or complete one of the following for every core subject assigned: (5 CCR 6112)

a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competence for credentialing purposes

b. University subject matter program approved by the CTC

c. Undergraduate major in the subject taught

- d. Graduate degree in the subject taught
- e. Coursework equivalent to the undergraduate major
- f. Advanced certification or credential, such as certification from the National Board for Professional Teaching Standards
- g. The HOUSSE option, as described below, to determine the teacher's subject matter competence in each of the academic subjects taught by the teacher

To determine a teacher's fulfillment of the HOUSSE option as described in items #2, #4 and #5 above, the Superintendent or designee shall complete the following steps in the manner prescribed by the California Department of Education: (5 CCR 6104)

1. The Superintendent or designee shall summarize the teacher's years of experience in the grade span or subject, core academic coursework in the assigned grade span or subject, in-depth standards-aligned professional development, and service to the profession in the relevant core academic content area.
2. If this summation does not identify sufficient experience, coursework, professional development, or service to demonstrate subject matter competency, the evaluation shall include direct observation and portfolio assessment in the grade span or subject taught. The observation and portfolio assessment shall be used to determine whether the teacher meets Standard 3 (understanding and organizing subject matter for student learning) and Standard 5.1 (establishing and communicating learning goals for all students) of the California Standards for the Teaching Profession.
3. If the teacher does not satisfactorily meet Standards 3 and 5.1 of the California Standards for the Teaching Profession, subject matter competency shall be demonstrated through completion of the Peer Assistance and Review Program for Teachers pursuant to Education Code 44500-44508 or other individualized professional development plan pursuant to Education Code 44664 aimed at assisting the teacher to meet Standards 3 and 5.1. (5 CCR 6104)

(cf. 4139 - Peer Assistance and Review)

A teacher who holds a supplementary authorization or is employed on a local teaching assignment shall meet the teacher qualification requirements of NCLB if he/she holds a California teaching credential and has demonstrated subject matter competency for the grade span and subject matter taught. (5 CCR 6116)

A teacher who has been determined by another school district in California to have met the teacher qualification requirements for the grade level and/or subject taught shall not be required to demonstrate again that he/she meets those requirements. (5 CCR 6120)

A teacher who has been determined to meet subject matter competency requirements

outside of California shall be considered to have met those requirements for the particular subject and/or grade span in California. The date of issuance of a valid out-of-state credential shall be used to identify a teacher as new or not new to the profession. (5 CCR 6125)

A teacher prepared in a country other than the United States shall be considered to have met NCLB teaching requirements if he/she: (5 CCR 6126)

1. Holds a degree from a foreign college or university that is at least equivalent to a bachelor's degree offered by an American institution of higher education
2. Has completed a teacher preparation program that meets CTC requirements for out-of-country trained teachers
3. Demonstrates subject matter competency for the grade span and subjects taught through the same or equivalent processes and methods required of California teachers
4. Holds a California teaching credential

A teacher shall not meet the teacher qualification requirements of NCLB if he/she is teaching with a short-term staff permit, a provisional internship permit, or a state or local waiver for the grade or subject taught. (5 CCR 6115, 80021, 80021.1)

#### **Certification of Compliance**

All teachers teaching core academic subjects shall complete and sign a certificate of compliance and attach appropriate documentation. The Superintendent or designee shall verify the information and retain the signed original copy.

The principal of each school receiving Title I funds shall annually attest in writing as to whether the school is in compliance with federal requirements related to teacher qualifications. Copies of the attestation shall be maintained at the school and at the district office and shall be available to any member of the public upon request. (20 USC 6319)

#### **District Plan for Highly Qualified Teachers**

Within the Title I local educational agency plan, the Superintendent or designee shall develop a plan for ensuring that all teachers of core academic subjects will meet NCLB requirements within the timelines established by law. As part of this plan, the Superintendent or designee shall provide high-quality professional development designed to enable teachers to meet NCLB requirements. (20 USC 6312, 6319)

#### **Parent Notifications**

At the beginning of each school year, the Superintendent or designee shall notify the

parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to: (20 USC 6311)

1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications

(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 4222 - Teacher Aides/Paraprofessionals)  
(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall provide timely notice to individual parents/guardians of students attending a Title I school whenever their child has been assigned to or has been taught for four or more consecutive weeks by a teacher of a core academic subject who does not meet NCLB teacher qualification requirements. (20 USC 6311; 34 CFR 200.61)

The Superintendent or designee shall notify teachers, as appropriate, prior to distributing the above notice to parents/guardians.

The notice and information provided to parents/guardians shall be in an understandable and uniform format, and to the extent practicable, be provided in a language that the parents/guardians can understand. (20 USC 6311)

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: May 2, 2007      Antelope, California

# CSBA Sample Board Policy

All Personnel

BP 4112.41(a)  
4212.41  
4312.41

## EMPLOYEE DRUG TESTING

**Note:** The following optional policy is for use by districts that wish to institute an employee drug testing program. Federal law contains independent requirements for the drug and alcohol testing of school bus drivers. See BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers.

The Governing Board maintains a drug- and alcohol-free workplace. In accordance with law, all employees shall render service without using, possessing, being impaired by, or being under the influence of alcohol or drugs.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

*(cf. 5131.61 - Drug Testing)*

## Pre-Employment Drug/Alcohol Testing for Safety-Sensitive Positions

**Note:** The following optional section is for use by districts that require testing of applicants as part of a pre-employment medical exam given to every job applicant. Pursuant to Education Code 44839, prior to employing a certificated employee who has not yet held a certificated position in California, a district must require the employee to undergo a physical examination. Classified employees may also be required to take a pre-employment physical examination as specified in Education Code 45122. See BP 4112.4/4212.4/4312.4 - Health Examinations. Because it is a condition of employment, drug testing of current employees would be subject to collective bargaining.

In Lanier v. City of Woodburn, the 9th Circuit Court of Appeals held that a city policy requiring all applicants to undergo a pre-employment drug/alcohol test was unconstitutional unless the city could demonstrate that the special needs of the position which required screening, beyond the generalized societal problem of drug use. Although the California Supreme Court previously held in Loder v. City of Glendale that an across-the-board pre-employment drug testing program is valid when given as part of a pre-employment medical exam required of every job applicant, the more recent 9th Circuit opinion effectively overrules that part of the opinion relative to the types of positions that may be subject to testing.

Thus, districts are authorized to institute a pre-employment testing program for those positions for which the district can demonstrate a special need for testing, such as safety-sensitive positions that involve work that may pose a danger to the public and/or require the operation of dangerous equipment. Examples of "safety-sensitive positions" would likely include school police/security officers or maintenance workers and could also include shop teachers, the school nurse, or staff responsible for distributing student medication, depending on the specific duties of the position. Whether all teaching or principal positions might qualify as "safety-sensitive" has not been decided in the 9th Circuit, although courts in other circuits have found such testing constitutional since teachers and principals need to ensure the safety of children and teach children the dangers of substance abuse.

## EMPLOYEE DRUG TESTING (continued)

In Lanier v. City of Woodburn, the 9th Circuit Court of Appeals held that the need for drug/alcohol testing must be specific and substantial and that the governing body must make a specific finding demonstrating the need for testing potential employees in those specific positions. Thus, in order to provide the necessary justification for the district's program, the district should identify the specific positions and the duties of those positions that necessitate the need for testing in the blanks provided below. It is strongly recommended that districts consult legal counsel as part of this process.

Because students and staff have the right to a safe and secure campus where they are free from physical and psychological harm, the Board authorizes the testing of prospective employees in safety-sensitive positions for drug and alcohol use. The following positions are safety-sensitive and are subject to the district's program:

Position	Safety-Sensitive Duties
Bus Driver	Transportation of Students
Mechanic (Transportation)	Maintenance of bus to transport students

Once a conditional offer of employment has been made, prospective employees in these identified positions shall undergo a pre-employment drug and alcohol screening for any substance which could impair their ability to safely and effectively perform their job functions. This screening shall be part of the employee's pre-employment physical examination.

Final selection of a job applicant for a position shall not be made until the applicant has successfully completed the screening.

All testing and medical examinations shall be conducted in accordance with state and federal law, Board policy, and administrative regulation.

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

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

Note: In Lanier v. City of Woodburn, the 9th Circuit Court of Appeals did not determine whether the employer could impose a suspicionless drug testing requirement upon every current employee who applies for or is offered a promotion. However, similar to the requirements imposed by the 9th Circuit for pre-employment testing, the U.S. Supreme Court has held that drug testing as a condition of promotion is permissible only when the testing is justified by the nature of the promotion sought, such as employees who carry firearms. (National Treasury Employees Union v. Von Raab) Therefore, districts wishing to institute a promotional drug testing program must also analyze the functions of the job for which testing is being sought and the specific duties that necessitate testing. Districts should consult legal counsel before implementing such a program.

*Legal Reference: (see next page)*

BP 4112.41(c)  
4212.41  
4312.41

## EMPLOYEE DRUG TESTING (continued)

### *Legal Reference:*

#### EDUCATION CODE

44011 *Controlled substance offense*  
44455 *Conviction for controlled substance offenses as grounds for revocation of credential*  
44836 *Employment of certificated persons convicted of controlled substance offenses*  
44940 *Compulsory leave of absence for certificated persons*  
44940.5 *Procedures when employees are placed on compulsory leave of absence*  
45123 *Employment after conviction for controlled substance offense*  
45304 *Compulsory leave of absence for classified persons*  
44839 *Medical certificate; periodic medical examination*  
45122 *Physical examinations*

#### GOVERNMENT CODE

8350-8357 *Drug-free workplace*  
12940 *Unlawful employment practices*

#### CODE OF REGULATIONS, TITLE 5

5504 *Medical certification procedures*

#### CALIFORNIA CONSTITUTION

Article I, Section 28(c) *Right to Safe Schools*

#### UNITED STATES CODE, TITLE 20

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

#### UNITED STATES CODE, TITLE 41

701-707 *Drug-Free Workplace Act*

#### COURT DECISIONS

Lanier v. City of Woodburn, (2008, 9th Circuit) 518 F.3d 1147  
Knox County Education Association v. Knox County Board of Education, (1998, 6th Circuit) 158 F.3d 361  
Loder v. City of Glendale, (1997) 14 Cal. 4th 846  
Vernonia School District 47J v. Acton, (1995) 115 S.Ct. 2386  
International Brotherhood of Teamsters v. Department of Transportation, (1991) 932 F.2d 1292  
Skinner v. Railway Labor Executives' Assn., (1989) 489 U.S. 602  
National Treasury Employees Union v. Von Raab, (1989) 489 U.S. 456

(10/93 6/97) 7/08

# **Board Policy**

BP 4112.41 4212.41,4312.41

## **Personnel**

### **Employee Drug Testing**

The Governing Board maintains a drug and alcohol-free workplace. In accordance with law, all employees shall render service without using, possessing, being impaired by or being under the influence of alcohol or drugs.

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

### **Pre-Employment Drug/Alcohol Testing**

Once a conditional offer of employment has been made, prospective employees shall undergo a pre-employment drug and alcohol screening for any substance which could impair their ability to safely and effectively perform their job functions. This screening shall be part of the employee's pre-employment physical examination. The pre-employment physical examination is to be paid for by the applicant.

All medical examinations shall be conducted in accordance with state and federal law, and in accordance with Board policy and administrative regulation.

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

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

### **Legal Reference:**

#### **EDUCATION CODE**

44839 Medical certificate; periodic medical examination

45122 Physical examinations

#### **GOVERNMENT CODE**

8350-8357 Drug-free workplace

12940 Unlawful employment practices

#### **CODE OF REGULATIONS, TITLE 5**

5504 Medical certification procedures

#### **UNITED STATES CODE, TITLE 41**

701-707 Drug-Free Workplace Act

#### **UNITED STATES CODE, TITLE 20**

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

#### **COURT DECISIONS**

Loder v. City of Glendale, (1997) 14 Cal. 4th 846  
National Treasury Employees Union v. Von Raab, (1989) 109 S.Ct. 1384  
International Brotherhood of Teamsters v. Department of Transportation, (1991) 932  
F.2d 1292  
Skinner v. Railway Labor Executives' Assn, (1989) 489 U.S. 602  
Vernonia School District 47J v. Acton, (1995) 115 S.Ct. 2386

Policy CENTER UNIFIED SCHOOL DISTRICT  
adopted: February 25, 1998 Antelope, California

# CSBA Sample

## Administrative Regulation

All Personnel

AR 4112.41

4212.41

**EMPLOYEE DRUG TESTING**

4312.41

Note: The following optional administrative regulation is for use by districts implementing a pre-employment drug/alcohol screening program for prospective employees in safety-sensitive positions as identified in Board policy and should be modified to reflect district practice.

### Pre-Employment Drug/Alcohol Screening for Safety-Sensitive Positions

Note: Job applicants may have an expectation of privacy related to the procedure used for drug and alcohol screening. Courts will therefore analyze whether the testing procedure unreasonably intrudes upon the applicant's privacy. Districts should make efforts to ensure that the laboratory procedure ensures individual privacy (e.g., taking samples in a private restroom).

Applicants shall sign a form consenting to the drug and alcohol testing. The consent form shall authorize release of the test results to the district. To ensure an individual's privacy, the district shall not use test results for any purpose other than those stated in Board policy and administrative regulation, shall maintain the confidentiality of screening records, and shall not disclose such records unless the applicant consents or the Superintendent or designee is presented with a court order requiring the disclosure.

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

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

All initial screening tests shall be conducted at the district's expense. If an applicant's initial test is positive, a second test, at the district's expense, shall be administered as soon as possible to confirm the results. Upon obtaining a second positive result, the applicant may seek an independent drug and alcohol screening from a recognized medical laboratory at his/her own expense. Any applicant who fails to provide the district with a negative drug and alcohol screening report within five working days of a confirmed positive result shall be determined to have failed the screening and shall not be employed.

Failure to submit to the process or to complete the process shall preclude the applicant from being hired into the position. Disqualified applicants shall not be prohibited from applying for another job within the district.

(10/93 6/97) 7/08

# **Administrative Regulation**

AR 4112.41 4212.41,4312.41

## **Personnel**

### **Employee Drug Testing**

#### **Pre-Employment Drug/Alcohol Screening**

Final selection of a job applicant for a position shall not be made until the applicant has successfully completed a drug and alcohol screening required as part of the pre-employment physical examination.

Applicants shall sign a form consenting to the drug and alcohol testing. The consent form shall authorize release of the test results to the district.

To ensure the privacy of the drug and alcohol screening of job applicants, the district will not use test results for any purpose other than those stated in Governing Board policy and administrative regulation. The district shall maintain the confidentiality of screening records and shall not disclose these records unless the applicant has consented to the disclosure or the Superintendent or designee is presented with a court order requiring the disclosure.

All initial screening tests shall be conducted at the district's expense. If an applicant's initial test is positive, a second test shall be administered as soon as possible to confirm the results. This test also shall be conducted at the district's expense.

Upon obtaining a second positive result, the applicant may seek an independent drug and alcohol screening from a recognized medical laboratory at his/her own expense. Any applicant who fails to provide the district with a negative drug and alcohol screening report within five working days of a confirmed positive result shall be determined to have failed the screening and shall not be employed.

Failure to submit to the process or to complete the process shall preclude the applicant from being hired into the position. Disqualified applicants shall not be prohibited from applying for another job within the district.

Regulation    **CENTER UNIFIED SCHOOL DISTRICT**  
approved: February 25, 1998 Antelope, California

# CSBA Sample Board Policy

All Personnel

BP 4136(a)

4236

NONSCHOOL EMPLOYMENT

4336

Note: In order to help prevent financial conflicts of interest, Government Code 1126 prohibits a district employee or Governing Board member from engaging in any activity which is inconsistent, incompatible, in conflict with, or inimical to his/her duties. Government Code 1126 mandates the district to adopt procedures regarding this prohibition. See BB 9270 - Conflict of Interest for language regarding incompatible activities of Board members and other designated employees. Also see BP 4135/4235/4335 - Soliciting and Selling.

The following policy should be modified to reflect district practice.

In order to help maintain public trust in the integrity of district operations, the Governing Board expects all employees to give the responsibility of their positions precedence over any other outside employment. A district employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her district duties.

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

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

(cf. 9270 - Conflict of Interest)

Note: Pursuant to Government Code 1126, the district may determine which particular outside activities would be incompatible with an employee's duties. The following list may be modified to reflect any specific positions or activities which the district has determined to be incompatible.

An outside activity shall be considered inconsistent, incompatible, or inimical to district employment when such activity: (Government Code 1126)

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the district's name, prestige, time, facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another district employee or Board member

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3300 - Expenditures and Purchases)

(cf. 4040 - Employee Use of Technology)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

**NONSCHOOL EMPLOYMENT (continued)**

*(cf. 4135/4235/4335 - Soliciting and Selling)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Note: Government Code 1126 mandates that the district's procedure include a provision for giving notice to employees of the determination of whether an activity is prohibited and of disciplinary action to be taken, as well as a process for employees to appeal either the determination or the imposition of disciplinary action. The following two paragraphs should be modified to reflect district practice.

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with his/her immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the district and determine whether to grant authorization for such employment.

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

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

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

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

*(cf. 4144/4244/4344 - Complaints)*

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

**Tutoring**

Note: 5 CCR 80334 prohibits a certificated employee from accepting any compensation or benefit, other than his/her regular compensation, for the performance of any service which he/she must perform within the scope of his/her district employment. However, 5 CCR 80334 does not apply to overtime or the performance of supplemental services at the district's request, nor does it restrict the acceptance of gifts or tokens of minimal value offered and accepted openly from students, parents/guardians, or other persons in recognition or appreciation of service. See BP/E 4112.21 - Professional Standards.

The following section may be modified to reflect district practice.

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another district student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.

*Legal Reference: (see next page)*

## **NONSCHOOL EMPLOYMENT (continued)**

### *Legal Reference:*

#### EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51520 Prohibited solicitation on school premises

#### GOVERNMENT CODE

1126 Incompatible activities of employees

1127 Incompatible activities; off duty work

1128 Incompatible activities, attorney

#### CODE OF REGULATIONS, TITLE 5

80334 Unauthorized private gain or advantage

#### ATTORNEY GENERAL OPINIONS

70 Ops. Cal. Atty. Gen. 157 (1987)

### *Management Resources:*

#### WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

# **Board Policy**

**BP 4136 4236,4336**

## **Personnel**

### **Non-school Employment**

No employee shall engage in employment which would interfere with his/her contractual duties.

District personnel may receive compensation for outside activities as long as such activities are not inconsistent, incompatible, in conflict with, or inimical to the duties of the employee, or to the duties, functions or responsibilities of the school district.

The Superintendent is authorized to determine which outside activities are inconsistent, incompatible, or in conflict with any employee's duties.

Such outside activities may be prohibited if they:

1. Involve the use of district time, facilities, equipment or supplies, or the name, prestige or influence of the district for private gain or advantage.
2. Involve the acceptance of any money or other consideration from any person or agency, other than this school district, for the performance of any act which the district would normally consider a part of the duties of the employee.
3. Involve the performance of an act as part of the employee's outside activities which may later be subject to the control, inspection, review, audit or enforcement of any other officer or employee of the school district.
4. Make such time demands of the employee that there is interference with the proper discharge of the employee's duties.
5. Would be unethical, or bring disrepute to the district or cause poor public relations between the district and the community.

### **Tutoring**

It is expected that every effort will be made by the principal and teacher to resolve the learning problems of a student at school before recommending that parents engage a tutor or seek other outside professional help. In those exceptional cases where individual tutoring is recommended, the Superintendent shall establish such rules as will protect both the school district and teachers from charges of conflict of interest.

**Legal Reference:**

**EDUCATION CODE**

**35160 Powers of governing board after January 1, 1976**

**GOVERNMENT CODE**

**1126 Incompatible activities of employees**

**Policy**

**adopted: September 17, 1986**

**CENTER UNIFIED SCHOOL DISTRICT**

**Antelope, California**

# Delete

## **Board Policy**

**BP 4137  
Personnel**

### **Tutoring**

The Governing Board expects teachers and other members of the instructional staff to make every effort to resolve students' learning problems at school before recommending that parents/guardians engage a tutor or other professional help. By maintaining a competent, dedicated staff and adequate instructional resources, the Board seeks to minimize the need for individual tutoring.

To preclude conflicts of interest, teachers may not accept any kind of remuneration for tutoring a student enrolled in any of their classes. Teachers who tutor other students must perform this service outside of school facilities and make their own arrangements with parents/guardians for the fees to be charged.

(cf. 4119.21/4219.21/4319.21 - Codes of Ethics)  
(cf. 4135 - Soliciting and Selling)

Legal Reference:  
GOVERNMENT CODE  
1126 Incompatible activities of employees

Policy  
adopted: March 11, 1992

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

# CSBA Sample

## Board Policy

All Personnel

BP 4151(a)  
4251  
4351

### EMPLOYEE COMPENSATION

Note: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following optional policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

*(cf. 3100 - Budget)*

*(cf. 3400 - Management of Districts Assets/Accounts)*

*(cf. 4000 - Concepts and Roles)*

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

Note: Education Code 45023 requires the Governing Board to adopt and publish a certificated employee salary schedule. Pursuant to Education Code 45028, every certificated employee, except persons employed in administrative or supervisory positions, must be classified on the salary schedule on the basis of a uniform allowance for years of training and years of experience. In addition, Education Code 45028 specifies that a certificated employee may not be classified or paid differently solely because of the grade level at which he/she serves. However, Government Code 3543.2 permits the district and exclusive bargaining representative to "mutually agree" to a salary schedule based on criteria other than training and years of experience.

For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule to the Board for approval and that the Board may not amend the schedule without first giving the commission an opportunity to respond to the amendments.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and negotiated agreements and shall be printed and made available for review at the district office. (Education Code 45023, 45028)

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

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

*(cf. 4143/4243 - Negotiations/Consultation)*

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

*(cf. 4312.1 - Contacts)*

Note: Education Code 45038 and 45039 authorize a district to pay employees in either 10, 11, or 12 equal installments. In 2007, the Internal Revenue Service (IRS) issued new rules, 26 CFR 1.409A-1, as amended by 72 Fed. Reg. 19234, regarding tax implications for employees who work 10 months per year but are paid over a 12-month period so that they receive a paycheck every month. This is a form of "deferred

## EMPLOYEE COMPENSATION (continued)

compensation." If the district allows a employees to "elect" whether to receive their paychecks in such a manner then according to the IRS, such employees must submit written election forms to the district in order to avoid any additional tax on the deferred compensation. If the district requires employees to receive their paychecks in such a manner, without offering them an option, then the employees do not need to complete election forms, but the district must develop a written document describing how the employees will be paid, including the dates, schedule, and amounts of payment.

Education Code 45048 specifies when salary payments must be made and, should payment not be made in a timely manner, requires the district to pay the employee interest on the unpaid amount.

The Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws and bargaining agreements, including, but not limited to, timelines regarding payment of compensation and deductions of dues for employee organizations.

(cf. 4140/4240 - Bargaining Units)

### *Legal Reference:*

#### EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

#### GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

#### LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

#### UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

#### CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

### *Management Resources:*

#### NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

NEA and NSBA Joint Guidance on the Tax Consequences of Deferred Compensation – Section 409A of the Internal Revenue Code, January 2008

#### WEB SITES

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

Internal Revenue Service: <http://www.irs.gov>

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

(1/85 2/97) 7/08

# **Board Policy**

**BP 4151 4251,4351**

## **Personnel**

### **Employee Compensation**

In order to secure and hold staff committed to student learning, the Governing Board recognizes the importance of an attractive compensation package which includes salaries, health benefits and other amenities.

The Board shall adopt separate salary schedules for certificated, classified, and management/supervisory/confidential personnel. These schedules shall comply with law and negotiated agreements and shall be printed and made available for inspection at the district office. Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 4141/4241 - Collective Bargaining Agreement)

#### **Legal Reference:**

##### **EDUCATION CODE**

44492-44494 Mentor teacher stipends

44977 Salary deductions during absence

45022-45061 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45030 Salary schedule for substitutes

45032 Power of governing board to increase salaries

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

##### **GOVERNMENT CODE**

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: February 25, 1998 Antelope, California**

# CSBA Sample

## Board Policy

Students

BP 5131.1(a)

### BUS CONDUCT

Note: The following policy should be modified to reflect district practice.

In order to help ensure the safety and well-being of students, bus drivers, and others, the Governing Board expects students to exhibit appropriate and orderly conduct at all times when using school transportation, including while preparing to ride, riding, or leaving the bus.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 3540 - Transportation)*  
*(cf. 3541.2 - Transportation for Students with Disabilities)*  
*(cf. 3543 - Transportation Safety and Emergencies)*  
*(cf. 5131 - Conduct)*

Note: 5 CCR 14103 mandates that the Governing Board adopt rules relating to bus driver authority, bus conduct, and the suspension of riding privileges. See the accompanying administrative regulation.

The Superintendent or designee shall establish regulations related to student conduct on buses, bus driver authority, and the suspension of riding privileges. He/she shall make these rules available to parents/guardians, students, and other interested parties. (5 CCR 14103)

*(cf. 3452 - School Bus Drivers)*

Students found to be in violation of the district's bus conduct rules shall be subject to discipline in accordance with Board policy and administrative regulation.

*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

The Superintendent or designee may deny a student the privilege of using school transportation upon the student's continued disorderly conduct or his/her persistent refusal to submit to the authority of the driver. (5 CCR 14103)

### Bus Surveillance Systems

Note: The following optional section is for use by districts with school bus surveillance systems. For language regarding use of surveillance systems on school grounds, see BP/AR 3515 - Campus Security.

The Board believes that the use of surveillance systems on school buses will help to deter misconduct and improve discipline, ensure the safety of students and bus drivers, and prevent

## **BUS CONDUCT (continued)**

vandalism. Therefore, surveillance systems may be installed and used on school buses to monitor student behavior while traveling to and from school and school activities.

*(cf. 3515 - Campus Security)*

The Superintendent or designee shall notify students, parents/guardians, and staff that surveillance may occur on any school bus and that the contents of a recording may be a student record and, as such, may be used in student disciplinary proceedings or referred to local law enforcement, as appropriate. In addition, a prominent notice shall be placed in each bus stating that the bus is equipped with a surveillance monitoring system.

*(cf. 5125 - Student Records)*

### *Legal Reference:*

#### EDUCATION CODE

35160 Authority of governing boards

39800 Transportation

39839 Transportation of guide dogs, signal dogs, service dogs

44808 Duty to supervise conduct of students

48900 Grounds for suspension and expulsion

48918 Expulsion procedures

49060-49079 Student records

49073-49079 Privacy of student records

#### GOVERNMENT CODE

6253-6270 California Public Records Act

#### CODE OF REGULATIONS, TITLE 5

14103 Authority of the driver

#### CODE OF REGULATIONS, TITLE 13

1200-1228 General provisions, school bus regulations

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

#### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

### *Management Resources:*

#### NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

*The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999*

#### WEB SITES

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

California Department of Education, Office of School Transportation: <http://www.cde.ca.gov/ls/tm>

U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/policy/gen/guid/fpco>

(9/88 6/94) 7/08

# **Board Policy**

**BP 5131.1**

## **Students**

### **Bus Conduct**

Bus transportation is a privilege extended only to students who display good conduct while preparing to ride, riding or leaving the bus. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a student to be denied transportation.

The Superintendent or designee shall establish regulations related to bus conduct, bus driver authority, and the suspension of riding privileges. The Governing Board shall make these rules available to parents/ guardians and students and shall be posted at the front of each bus. Full cooperation of parents/guardians and students is required. (Code of Regulations, Title 5, Section 14103)

(cf. 3540 et seq. - Transportation)

(cf. 3543 - Procedures for Emergencies; Safety)

(cf. 3541.1 - Transportation for Students with Disabilities or Handicaps)

Video cameras may be used on schoolbuses to monitor student behavior while traveling to and from school and school activities. The Board believes that such monitoring will deter misconduct and help to ensure the safety of students and staff. Students found to be in violation of the district's bus conduct rules shall be subject to discipline in accordance with district policy and regulations.

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5144 - Discipline)

At the discretion of the Superintendent or designee, schoolbus video recordings also may be used to resolve complaints by students and/or parents/guardians and to help employees maintain discipline.

#### **Legal Reference:**

##### **EDUCATION CODE**

35160 Authority of governing boards

39800 Transportation

44808 Duty to supervise conduct of students

48918 Expulsion procedures

49061 Definition of student records

49073-49079 Privacy of student records

**GOVERNMENT CODE**

**6253-6253.4 Public records open to inspection**

**6254 Records exempt from disclosure**

**CODE OF REGULATIONS, TITLE 5**

**14103 Authority of the driver**

**UNITED STATES CODE, TITLE 20**

**1232g Family Educational Rights and Privacy Act**

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: November 16, 1994 Antelope, California**

# CSBA Sample

## Administrative Regulation

Students

AR 5131.1(a)

### BUS CONDUCT

#### Bus Rider Rules

Note: 5 CCR 14103 mandates the Governing Board to adopt rules relating to bus driver authority, bus conduct, and the suspension of riding privileges. The following administrative regulation may be used to fulfill this mandate and should be revised to reflect district practice.

The following rules apply at all times when students are riding a school bus, including when on school activity trips:

1. Riders shall follow the instructions and directions of the bus driver at all times.

*(cf. 3542 - School Bus Drivers)*

2. Riders should arrive at their designated bus stop on time and stand in a safe place at the stop to wait quietly for the bus.

*(cf. 3541 - Transportation Routes and Services)*

3. Riders shall enter the bus in an orderly manner and go directly to their seats.
4. Riders shall sit down and fasten any passenger restraint systems. Riders shall remain seated while the bus is in motion.
5. Riders shall not block the aisle or emergency exit with their body or personal belongings. Riders may bring large or bulky items, such as class projects or musical instruments, on the bus only if the item does not displace any other rider or obstruct the driver's vision.
6. Riders should be courteous to the driver and to fellow passengers. Vulgarity, rude, or abusive behavior is prohibited.
7. Any noise or behavior that could distract the driver, such as loud talking, scuffling or fighting, throwing objects, or standing or changing seats, is prohibited and may lead to suspension of riding privileges.

*(cf. 5144 - Discipline)*

8. Riders shall not use tobacco products, eat, or drink while riding the bus.

*(cf. 5131.62 - Tobacco)*

**BUS CONDUCT (continued)**

Note: Districts that do not allow students to possess cell phones or other mobile communications devices at school should modify the following item accordingly. For language regarding possession of cell phones at school, see BP 5131 - Conduct.

9. Riders may bring electronic devices onto the bus only if such devices are permitted at school. If the use of cellular telephones or similar devices disrupts the safe operation of the school bus, the bus driver may direct the student to no longer use the device on the bus.

*(cf. 5131 - Conduct)*

10. Riders shall not put any part of the body out of the window nor throw any item from the bus.
11. Riders shall help keep the bus and the area around the bus stop clean. Riders shall not damage or deface the bus or tamper with bus equipment.

Note: Pursuant to Education Code 39839 and 13 CCR 1216, service animals are the only type of animal permitted on school transportation services.

12. Service animals are permitted on school transportation services; all other animals are prohibited. (Education Code 39839; 13 CCR 1216)

*(cf. 6163.2 - Animals at School)*

13. Upon reaching their destination, riders shall remain seated until the bus comes to a complete stop and upon the signal from the driver, unfasten any restraint system, enter the aisle, and go directly to the exit.
14. Riders should be alert for traffic when leaving the bus and shall follow the district's transportation safety plan when crossing the road and exiting the bus.

*(cf. 3543 - Transportation Safety and Emergencies)*

Note: The following paragraph should be modified to reflect district practice.

The driver or any passenger shall report any violation of the district's bus rules to the principal or designee. The principal or designee shall notify the student's parent/guardian of the misbehavior, determine the severity of the misconduct, and take action accordingly. In instances of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined appropriate by the principal or designee.

Bus drivers shall not deny transportation services except as directed by the principal or designee.

## **BUS CONDUCT (continued)**

### **Bus Surveillance Systems**

Note: The following optional section is for use by districts with school bus surveillance systems.

The Superintendent or designee shall monitor the use and maintenance of the district's bus surveillance system. Students are prohibited from tampering with the bus surveillance system. Any student found tampering with the system shall be subject to discipline and shall be responsible for the costs of any necessary repairs or replacement.

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131.5 - Vandalism, Theft and Graffiti)*

Note: The following optional paragraph is provided for districts that rotate a limited number of cameras among all of their buses.

Camera supports may be installed in all buses. Cameras may be rotated among the buses and activated at the discretion of the Superintendent or designee.

Note: Pursuant to Education Code 49061, a "student record" is any item of information, except directory information, which directly relates to an identifiable student. Therefore, the content of recordings from the bus surveillance system is a student record and is subject to legal requirements regarding parent/guardian consent, access, and retention of student records; see BP/AR 5125 - Student Records.

34 CFR 99.3 generally prohibits the disclosure to third parties of "personally identifiable information" contained in student records without parent/guardian consent. However, because surveillance systems may display the images of several students at one time, there is a question as to whether a recording is a student record for each student whose image is displayed or a record only for the students directly related to the focus or subject of the recording. The issue often arises when parents/guardians of a student involved in a fight want to review the recording and the district must determine whether the parents/guardians of all students displayed in the recording, even if the students were not involved in the incident, must first give consent for review of the recording, which is a "record" of their child. Because there has been conflicting advice from the U.S. Department of Education's Family Policy Compliance Office as to whether parent/guardian consent is required, districts should consult legal counsel as appropriate.

The content of any recording is a student record and may only be accessed in accordance with the district's policy and administrative regulation concerning student records.

*(cf. 5125 - Student Records)*

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

(9/88 6/94) 7/08

# **Administrative Regulation**

**AR 5131.1**

## **Students**

### **Bus Conduct**

Because school bus passengers' behavior can directly affect their safety and the safety of others, the following regulations apply at all times when students are riding a school bus, including school activity trips.

1. Riders shall follow the instructions and directions of the bus driver at all times.  
(cf. 3542 - Schoolbus Drivers)
2. Riders should arrive at the bus stop on time and stand in a safe place to wait quietly for the bus.
3. Riders shall enter the bus in an orderly manner and go directly to their seats.
4. Riders shall remain seated while the bus is in motion and shall not obstruct the aisle with their legs, feet, or other objects. When reaching their destination, riders shall remain seated until the bus stops and only then enter the aisle and go directly to the exit.
5. Riders should be courteous to the driver and to fellow passengers.
6. Because serious safety hazards can result from noise or behavior that distracts the driver, loud talking, laughing, yelling, singing, whistling, scuffling, throwing objects, smoking, eating, drinking, standing and changing seats are prohibited actions which may lead to suspension of riding privileges.
7. No part of the body, hands, arms or head should be put out of the window. Nothing should be thrown from the bus.
8. Riders shall help keep the bus and the area around the bus stop clean. Riders shall not damage or deface the bus or tamper with bus equipment.
9. No animals shall be allowed on the bus without express permission from the principal or designee.
10. Riders should be alert for traffic when leaving the bus.
11. Students shall remain seated while bus is in motion.

**12. Students shall have written permission to leave the bus other than home or school.**

**Riders who fail to comply with the above rules shall be reported to the school principal, who shall determine the severity of the misconduct and take action accordingly. In all instances of misconduct, the rider and his/her parent/guardian shall be given notice and warning. In the case of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined by the principal, or Transportation Supervisor, up to the remainder of the school year.**

**Bus drivers shall not deny transportation except as directed by the Transportation Supervisor.**

### **Video Camera Surveillance**

**The Superintendent or designee shall supervise the use and maintenance of video cameras.**

**Students and staff shall not tamper or interfere with video camera equipment on schoolbuses.**

**The Superintendent or designee shall notify students, parents/guardians and staff that video surveillance may occur on any schoolbus and that video recordings may be used in student disciplinary proceedings. This notification shall include a copy of the district's policy and regulation on bus conduct. In addition, a prominent notice shall be placed in each bus, stating that the bus is equipped with a video monitoring system.**

**The Superintendent or designee shall routinely review videotapes taken on schoolbuses and shall document any evidence of student misconduct. Two weeks after this review, the Superintendent or designee may erase any tapes that do not show incidents of misconduct.**

**Tapes retained as part of an individual student's disciplinary record shall be maintained in accordance with law and Board policy governing the access, review and release of student records. Tapes retained as part of an expulsion record are nonprivileged, disclosable public records pursuant to Education Code 48918.**

**(cf. 5125 - Student Records)**

**Videotapes may be viewed by persons other than the Superintendent or designee under the following conditions:**

**1. When student misconduct is revealed as a result of a schoolbus videotape or reported to the Superintendent or designee by a student, staff member or parent/guardian, students involved in the incident and their parents/guardians may ask the Superintendent or designee for an opportunity to view the videotape.**

- a. Requests for viewing must be made within five school days of receiving notification that misconduct occurred.
  - b. A viewing shall be provided or denied within five days of the request.
  - c. Viewing will be limited to those frames containing the incident of misconduct.
- 2. Bus drivers and school administrators may ask to view a videotape in order to observe a specific problem and work toward its solution.
  - 3. Viewing shall occur only at a school-related site and in the presence of the Superintendent or designee.
  - 4. All persons who view a tape shall be identified in a written log.

**Regulation**

**approved: November 16, 1994**

**CENTER UNIFIED SCHOOL DISTRICT**

**Antelope, California**

# CSBA Sample

## Board Policy

Instruction

BP 6141(a)

### CURRICULUM DEVELOPMENT AND EVALUATION

Note: The following optional policy may be revised to reflect district practice.
--

The Governing Board desires to provide a research-based, sequential curriculum which promotes high levels of student achievement and emphasizes the development of basic skills, problem solving, and decision making. Upon recommendation of the Superintendent or designee, the Board shall adopt a written district curriculum which describes, for each subject area and grade level, the content objectives which are to be taught in all district schools.

*(cf. 6000 - Concepts and Roles)*  
*(cf. 6141.6 - Multicultural Education)*  
*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*  
*(cf. 6142.3 - Civic Education)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6142.5 - Environmental Education)*  
*(cf. 6142.6 - Visual and Performing Arts Education)*  
*(cf. 6142.7 - Physical Education)*  
*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6142.91 - Reading/Language Arts Instruction)*  
*(cf. 6142.92 - Mathematics Instruction)*  
*(cf. 6142.93 - Science Instruction)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6178 - Career Technical Education)*  
*(cf. 6178.2 - Regional Occupational Center/Program)*  
*(cf. 9000 - Role of the Board)*

The district's curriculum shall be aligned with the district's vision and goals for student learning, Board policies, academic content standards, state curriculum frameworks, state and district assessments, graduation requirements, school and district improvement plans, and, when necessary, related legal requirements.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0420.1 - School-Based Program Coordination)*  
*(cf. 0520.1 - High Priority Schools Grant Program)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*  
*(cf. 0520.4 - Quality Education Investment Schools)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program)*  
*(cf. 6162.52 - High School Exit Examination)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 9310 - Board Policies)*

## **CURRICULUM DEVELOPMENT AND EVALUATION (continued)**

The Superintendent or designee shall establish a process for curriculum development, selection, and/or adaptation which utilizes the professional expertise of teachers, principals, and district administrators representing various grade levels, disciplines, special programs, and categories of students as appropriate. The process also may provide opportunities for input from students, parents/guardians, representatives of local businesses and postsecondary institutions, and other community members.

*(cf. 1220 - Citizen Advisory Committees)*

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

Note: Since instructional materials are often an important component of the curriculum, the process of adopting instructional materials should be coordinated with the curriculum review and adoption process. See BP/AR 6161.1 - Selection and Evaluation of Instructional Materials.

The selection and evaluation of instructional materials shall be coordinated with the curriculum development and evaluation process.

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 6161 - Equipment, Books and Materials)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1 - Library Media Centers)*

When presenting a recommended curriculum for adoption, the Superintendent or designee shall provide research, data, or other evidence demonstrating the proven effectiveness of the proposed curriculum. He/she also shall present information about the resources that would be necessary to successfully implement the curriculum and describe any modifications or supplementary services that would be needed to make the curriculum accessible to all students.

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

*(cf. 3100 - Budget)*

*(cf. 4131 - Staff Development)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 5149 - At-Risk Students)*

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6172 - Gifted and Talented Student Program)*

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

*(cf. 6179 - Supplemental Instruction)*

Note: The following optional paragraph may be revised to reflect district practice. Education Code 52376 requires districts with high schools to compare their career technical education programs with state model curriculum standards at least every three years; see AR 6178 - Career Technical Education. At their discretion, districts may choose to establish a schedule of regular reviews in other subject areas to ensure continued alignment of district curricula with state standards.

**CURRICULUM DEVELOPMENT AND EVALUATION (continued)**

The Board shall establish a review cycle for regularly evaluating the district's curriculum in order to ensure continued alignment with state and district goals for student achievement. At a minimum, these reviews shall be conducted whenever the State Board of Education adopts new or revised content standards or the curriculum framework for a particular subject or when new law requires a change or addition to the curriculum.

In addition, the Board may require a review of the curriculum in one or more subject areas as needed in response to student assessment results; feedback from teachers, administrators, or parent/guardians; new research on program effectiveness; or changing student needs.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

*Legal Reference:*EDUCATION CODE

221.5 Equal opportunity

35160 Authority of governing boards

35160.1 Broad authority of school districts

51050-51057 Enforcement of courses of study

51200-51263 Required courses of study

51500-51540 Prohibited instruction

51720-51879.9 Authorized classes and courses of instruction

60000-60424 Instructional materials

GOVERNMENT CODE

3543.2 Scope of representation

CODE OF REGULATIONS, TITLE 5

4000-4091 School improvement programs

4400-4426 Improvement of elementary and secondary education

*Management Resources:*CSBA PUBLICATIONS

*Maximizing School Board Leadership: Curriculum, 1996*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Content Standards for California Public Schools: Kindergarten Through Grade 12*

*Curriculum Frameworks for California Public Schools: Kindergarten Through Grade 12*

WEB SITES

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

Association for Supervision and Curriculum Development: <http://www.ascd.org>

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

California Association for Supervision and Curriculum Development: <http://www.cascd.org>

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

(9/88 10/93) 7/08

# **Board Policy**

## **BP 6141 Instruction**

### **Curriculum Development And Evaluation**

The Governing Board accepts responsibility for establishing what students should learn. The Board shall adopt a district curriculum which reflects district philosophy, responds to student needs and abilities, and is consistent with the requirements of law. Insofar as possible, this curriculum shall also reflect the desires of the community and the needs of society as a whole.

The Board considers curriculum improvement to be a top priority for the district. Curriculum development and evaluation will therefore be an ongoing process in the district, routinely supported by planned allocations of resources and staff time.

The Board may establish a curriculum review cycle for comparing each area of the curriculum against state model curriculum standards and Board policy.

(cf. 6178 - Vocational Education)

The Superintendent or designee shall establish procedures which ensure that the curriculum development and evaluation process includes input from teachers, administrators, students and parents/guardians from all grade levels, disciplines, schools, special programs and categories of students. The selection and evaluation of instructional materials shall be coordinated with the curriculum development and evaluation process.

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

The Superintendent or designee shall keep the Board informed about student interest and achievement in each area of the curriculum. The Superintendent or designee also shall facilitate the Board's efforts to discuss its findings with district staff and students before adopting the district curriculum.

#### **Legal Reference:**

##### **EDUCATION CODE**

- 221.5 Equal opportunity without regard to sex**
- 35160 Authority of governing boards**
- 35160.1 Broad authority of school districts**
- 51050-51057 Enforcement of courses of study**
- 51200-51263 Required courses of study, especially**
- 51225.3 Requirements for high school graduation**

51500-51540 Prohibited instruction  
51720-51879.9 Authorized classes and courses of instruction  
52160-52178.4 Bilingual-Bicultural Act  
52200-52213 Mentally gifted and talented pupil program  
52300-52414 Vocational education  
54000-54028 Programs for disadvantaged pupils  
54100-54145 Miller-Unruh Act of 1965  
56000-56865 Special education programs

**GOVERNMENT CODE**

3543.2 Scope of representation

**CODE OF REGULATIONS, TITLE 5**

4000-4091 School improvement programs

4304-4320 Bilingual education programs

4400-4426 Improvement of elementary and secondary education

**Management Resources:**

**CDE PROGRAM ADVISORIES**

1123.87 Curriculum Review, Improvement and Implementation, CIL:87/8-9

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
adopted: June 13, 1994      Antelope, California

# Add

## **CSBA Sample Administrative Regulation**

### **Instruction**

AR 6141(a)

### **CURRICULUM DEVELOPMENT AND EVALUATION**

Note: The following optional administrative regulation may be revised to reflect district practice.

#### **Curriculum Review Committee**

Note: The following optional section may be revised to reflect the composition of the district's curriculum review committee. Also see AR 6161.1 - Selection and Evaluation of Instructional Materials for legal requirements for substantial teacher involvement in the selection of instructional materials, which may include establishment of an instructional materials evaluation committee.

The Superintendent or designee may establish a curriculum review committee to evaluate and recommend curriculum for Governing Board approval. This committee shall consist of a majority of teachers and may also include administrators, other staff who have subject-matter expertise, parents/guardians, representatives of local businesses and postsecondary institutions, other community members, and students as appropriate. This committee may be the same committee charged with the evaluation and recommendation of instructional materials pursuant to Board policy and administrative regulation.

*(cf. 1220 - Citizen Advisory Committees)*

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

*(cf. 6143 - Courses of Study)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

#### **Curriculum Development/Selection Process**

The Superintendent or designee shall research and identify available curriculum in the subject area(s) and grade level(s) scheduled for review. He/she may select a limited number of programs to present to the curriculum review committee for evaluation.

The committee shall recommend the curriculum that best meets the district's needs based on the following criteria and any additional factors deemed relevant by the committee:

1. Analysis of the effectiveness of the existing district curriculum for all students, including student achievement data disaggregated by grade level and student population

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

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

*(cf. 6190 - Evaluation of the Instructional Program)*

**CURRICULUM DEVELOPMENT AND EVALUATION (continued)**

2. Alignment of the proposed curriculum with expectations established by the Board and the State Board of Education as to what students need to know and be able to do in the subject(s) and grade level(s) under consideration

*(cf. 0000 - Vision)*

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

*(cf. 6011 - Academic Standards)*

3. Evidence of proven effectiveness of the proposed curriculum in raising student achievement, including the research and learning theory upon which the curriculum is based
4. Applicability and accessibility of the curriculum to all students, including, but not limited to, underperforming students, students with disabilities, English learners, and gifted and talented students

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

*(cf. 0520.1 - High Priority Schools Grant Program)*

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

*(cf. 0520.4 - Quality Education Investment Schools)*

*(cf. 5149 - At-Risk Students)*

*(cf. 6159 - Individualized Education Program)*

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

*(cf. 6172 - Gifted and Talented Student Program)*

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

*(cf. 6179 - Supplemental Instruction)*

5. The estimated cost to purchase, adapt, and/or develop the curriculum
6. Resources required to implement the curriculum, such as time, facilities, instructional materials and technology, staffing, staff development, and funding

*(cf. 0440 - District Technology Plan)*

*(cf. 3100 - Budget)*

*(cf. 4131 - Staff Development)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 7110 - Facilities Master Plan)*

7. If the curriculum includes instructional materials, the extent to which the materials meet criteria established by law and the district
8. Any potential impact on other parts of the educational program

## **CURRICULUM DEVELOPMENT AND EVALUATION (continued)**

If it is determined that available prepackaged curriculum is not cost effective or is inadequate to meet the needs of the district's students, the Superintendent or designee may adapt curriculum or develop new curriculum. Curriculum modification or development shall be performed by teachers, school administrators, and district administrators, with support and assistance, when available, from curriculum experts from the county office of education, postsecondary institutions, and/or curriculum or professional associations. Any modified or new curriculum shall be reviewed by the curriculum committee in accordance with the above criteria prior to being recommended to the Board.

Upon approval by the Board, a new curriculum may be implemented in a limited number of schools or classrooms on a pilot basis so that modifications may be made as necessary before implementing the curriculum districtwide.

# CSBA Sample Board Policy

## Instruction

BP 6141.5(a)

### ADVANCED PLACEMENT

Note: The following optional policy and administrative regulation are for use by districts that maintain high schools and may be revised to reflect district practice. Students who participate in Advanced Placement (AP) courses and pass AP examinations conducted by the College Board will receive college credit for those courses.

Education Code 52200-52212 provide funding for districts to develop educational opportunities for high-achieving and underachieving students in California public elementary and secondary schools who have been identified as gifted and talented. High schools often focus on AP and honors courses for their gifted and talented education program; see BP/AR 6172 - Gifted and Talented Student Program.

To encourage students to challenge themselves academically and to enable students to be more competitive when applying for admission to postsecondary institutions, the Governing Board shall provide opportunities for college-level coursework that will prepare interested high school students to pass Advanced Placement (AP) examinations.

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

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

Note: The following paragraph should be modified to reflect district practice.

The Board desires to provide at least four AP courses at each high school. The Superintendent or designee shall recommend subject areas for AP courses at each school based on student interest and the availability of qualified certificated staff, instructional materials, and other resources. The Superintendent or designee shall also explore alternative methods of delivering AP courses, such as online courses or distance learning.

The Superintendent or designee shall ensure that the district's educational program provides opportunities for students to acquire the skills necessary to successfully undertake AP coursework. To the extent possible, the Superintendent or designee shall collaborate with feeder middle schools in developing and implementing a preparation program.

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

*(cf. 6143 - Courses of Study)*

All students who meet course prerequisites shall have equal access to AP courses.

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

Grades for AP courses shall be assigned in accordance with Board policy and administrative regulation.

## **ADVANCED PLACEMENT (continued)**

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

The Superintendent or designee shall make efforts to encourage students to participate in AP courses and to take end-of-course AP exams by creating support systems for AP students, such as resource centers and programs to recognize student accomplishments. In addition, the Superintendent or designee shall explore partnerships with colleges and universities to help encourage students to pursue postsecondary education.

*(cf. 5126 - Awards for Achievement)*

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

To increase the capacity of district schools to offer these courses, the Superintendent or designee shall provide staff development and support to AP teachers. Such professional development may include, but not be limited to, opportunities for teachers to obtain course-specific information, as well as information on instructional methods and data-driven decisions; mentoring for prospective AP teachers; and opportunities for staff within the district to share course syllabi and practices.

*(cf. 4111 - Recruitment and Selection)*

*(cf. 4113 - Assignment)*

*(cf. 4131 - Staff Development)*

Note: The College Board has created a voluntary audit process in order to provide guidelines for administrators and AP teachers regarding the curricular and resource requirements for AP courses. The AP audit specifies a set of expectations established by college and university faculty for college-level courses. Courses that meet or exceed these expectations will be authorized to use the "AP" designation on students' transcripts. In addition, approved courses are listed in the AP Course Ledger, which is used by colleges to confirm high school course content. Schools that offer the AP exam without labeling the school's courses as AP on students' transcripts do not need to participate in the audit.

The following optional paragraph is for use by districts that wish to participate in the AP audit.

The Board desires that every district AP course receive authorization to use the AP designation by the College Board. To that end, the Superintendent or designee shall coordinate the process for submitting courses for approval as part of the AP course audit.

*Legal Reference: (see next page)*

## ADVANCED PLACEMENT (continued)

### *Legal Reference:*

#### EDUCATION CODE

48980 Parental notifications

52200-52212 Gifted and talented education program

52240-52244 Advanced Placement program

#### CODE OF REGULATIONS, TITLE 5

3840 Advanced Placement as program option for gifted and talented students

### *Management Resources:*

#### WEB SITES

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

Advancement Via Individual Determination: <http://www.avidcenter.org>

California Colleges.edu: <http://californiacolleges.edu>

California Department of Education, Advanced Placement Programs:

<http://www.cde.ca.gov/ci/gs/ps/apgen.asp>

College Board: <http://www.collegeboard.org/ap>

U.S. Department of Education: <http://www.ed.gov>

(11/00 3/02) 7/08

# **Board Policy**

## **BP 6141.5 Instruction**

### **Advanced Placement**

To encourage students to challenge themselves academically and to enable students to be more competitive when applying for admission to postsecondary institutions, the Governing Board shall provide opportunities for college-level coursework that will prepare interested high school students to pass Advanced Placement examinations.

The Board desires to provide at least four Advanced Placement courses at each high school. The Superintendent or designee shall recommend subject areas for Advanced Placement courses at each school based on student interest, availability of qualified certificated staff, and availability of instructional materials and other resources. To increase the capacity of the school to offer these courses, the Superintendent or designee shall provide staff development and support to Advanced Placement teachers and shall explore alternative methods of delivering Advanced Placement courses, including but not limited to online courses.

(cf. 4111 - Recruitment and Selection)  
(cf. 4113 - Assignment)  
(cf. 4131 - Staff Development)

The Superintendent or designee shall ensure that the district's curriculum provides opportunities for students to acquire the skills necessary to successfully undertake Advanced Placement coursework. To the extent possible, the Superintendent or designee shall collaborate with feeder middle schools in developing and implementing a preparation program.

(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6143 - Courses of Study)

The Superintendent or designee also shall provide academic support services designed to increase the rate of successful participation in Advanced Placement courses offered by the district.

(cf. 6164.2 - Guidance/Counseling Services)

All students who meet course prerequisites shall have equal access to Advanced Placement courses.

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

Grades for Advanced Placement courses shall be assigned in accordance with Board policy and administrative regulation.

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

**Legal Reference:**

**EDUCATION CODE**

48980 Parental notifications

52240-52244 Advanced Placement program

**CODE OF REGULATIONS, TITLE 5**

3840 Advanced Placement as program option for gifted and talented students

**Management Resources:**

**WEB SITES**

CDE: <http://www.cde.ca.gov>

AP Challenge Project: <http://www.apchallenge.net>

College Entrance Examination Board: <http://www.collegeboard.org/ap>

Advancement Via Individual Determination: <http://www.avidcenter.org>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**Adopted: June 19, 2002      Antelope, California**

# CSBA Sample

## Board Policy

Instruction

BP 6142.8(a)

### COMPREHENSIVE HEALTH EDUCATION

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors. The district's health education program shall be part of a coordinated school health system which supports the well-being of students and is linked to district and community services and resources.

(cf. 1020 - Youth Services)  
(cf. 3513.3 - Tobacco-Free Schools)  
(cf. 3514 - Environmental Safety)  
(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 3554 - Other Food Sales)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.63 - Steroids)  
(cf. 5141.22 - Infectious Diseases)  
(cf. 5141.23 - Asthma Management)  
(cf. 5141.3 - Health Examinations)  
(cf. 5141.32 - Health Screening for School Entry)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5141.6 - Student Health and Social Services)  
(cf. 5141.7 - Sun Safety)  
(cf. 5142 - Safety)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 6164.2 - Guidance/Counseling Services)

Note: The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1751 Note) requires each district participating in the National School Lunch program (42 USC 1751-1769) or any program in the Child Nutrition Act of 1966, including the School Breakfast Program (42 USC 1771-1791), to adopt a districtwide school wellness policy which includes goals for nutrition education and physical education. See BP 5030 - Student Wellness for language fulfilling this mandate.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition education and physical activity.

(cf. 0200 - Goals for the School District)  
(cf. 5030 - Student Wellness)  
(cf. 6142.7 - Physical Education)

Note: The following **optional** paragraph should be revised as necessary to reflect grade levels offered by the district. Education Code 51210 requires that the adopted course of study for grades 1-6 include instruction in health, including instruction in the principles and practices of individual, family, and community health.

**COMPREHENSIVE HEALTH EDUCATION (continued)**

Education Code 51202 requires that certain health-related topics be addressed at the appropriate elementary and secondary grade levels and in appropriate subject areas, as determined by the district. Education Code 51934 requires that students be provided HIV/AIDS prevention instruction at least once in middle school or junior high school and at least once in high school. See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

In March 2008, the State Board of Education adopted voluntary content standards for health education as required by Education Code 51210.8; see the accompanying administrative regulation. The state's Health Framework for California Public Schools, scheduled to be revised in 2010 to reflect the content standards, provides nonprescriptive guidance on the scope and sequence of the health curriculum.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

*(cf. 6011 - Academic Standards)*

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

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*

*(cf. 6143 - Courses of Study)*

Note: The following optional paragraph may be revised to reflect district practice. Education Code 51890 defines a "comprehensive health education program" as one that includes community participation in the classroom. Education Code 51891 defines "community participation" as including participation by parents/guardians, practicing health care and public safety personnel, and public and private health care and service agencies in the planning, implementation, and evaluation of the program.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1240 - Volunteer Assistance)*

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

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

*(cf. 6020 - Parent Involvement)*

*(cf. 6145.8 - Assemblies and Special Events)*

*(cf. 6162.8 - Research)*

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards and effective instructional methodologies.

## COMPREHENSIVE HEALTH EDUCATION (continued)

(cf. 4131 - Staff Development)

Note: The following optional paragraph should be revised to reflect indicators agreed upon by the Governing Board and Superintendent for evaluating the district's health education program.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, and student achievement of district standards for health education.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

### *Legal Reference:*

#### EDUCATION CODE

8850.5 Family relationships and parenting education

35183.5 Sun protection

49413 First aid training

49430-49436 Pupil Nutrition, Health and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and dangerous drugs

51210 Areas of study

51210.8 State content standards for health education

51220.5 Parenting skills; areas of instruction

51260-51269 Drug education

51513 Personal beliefs

51880-51881.5 Health education, legislative findings and intent

51890-51891 Comprehensive health education programs

51913 District health education plan

51920 Inservice training, health education

51930-51939 Comprehensive sexual health and HIV/AIDS prevention education

#### CALIFORNIA CODE OF REGULATIONS, TITLE 5

11800-11801 District health education plan

### *Management Resources:*

#### CSBA PUBLICATIONS

Asthma Management in the Schools, Policy Brief, March 2008

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

Physical Education and California Schools, Policy Brief, rev. October 2007

Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007

*Management Resources continued: (see next page)*

## COMPREHENSIVE HEALTH EDUCATION (continued)

### *Management Resources: (continued)*

CSBA PUBLICATIONS (continued)

Sun Safety in Schools, Policy Brief, July 2006

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

AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS

National Health Education Standards: Achieving Excellence, 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

### WEB SITES

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

American Association for Health Education: <http://www.aahperd.org>

American School Health Association: <http://www.ashaweb.org>

California Association of School Health Educators: <http://www.cashe.org>

California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>

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

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

California Subject Matter Project, Physical Education-Health Project: <http://csmpp.ucop.edu/cpehp>

Center for Injury Prevention Policy and Practice: <http://www.cipp.org>

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

National Center for Health Education: <http://www.nche.org>

National Hearing Conservation Association: <http://www.hearingconservation.org>

(11/03 11/05) 7/08

# **Board Policy**

## **BP 6142.8 Instruction**

### **Comprehensive Health Education**

The Governing Board believes that health education should foster the knowledge, skills, and behaviors that students need in order to lead healthy, productive lives. The district's health education program shall teach personal responsibility for one's own lifelong health, respect for and promotion of the health of others, the process of growth and development, and informed use of health-related information, products, and services.

Goals for the district's health education program shall be designed to promote student wellness and shall be developed in accordance with Board policy. Such goals shall include, but not be limited to, goals for nutrition education and physical activity.

(cf. 5030 - Student Wellness)  
(cf. 6011 - Academic Standards)  
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)  
(cf. 6142.7 - Physical Education)

The district shall provide a planned, sequential, research-based, and age-appropriate health education curriculum for students in grades K-12. The content of health instruction shall be offered in accordance with law, Board policy, administrative regulation, and shall be aligned with state curriculum frameworks.

(cf. 6143 - Courses of Study)

The Board intends for health education to be part of a coordinated school health system that links district, school, and community programs and services to promote the health and well-being of students.

(cf. 1020 - Youth Services)  
(cf. 3513.3 - Tobacco-Free Schools)  
(cf. 3514 - Environmental Safety)  
(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 3554 - Other Food Sales)  
(cf. 4020 - Drug and Alcohol-Free Workplace)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.63 - Steroids)  
(cf. 5141.23 - Infectious Disease Prevention)  
(cf. 5141.3 - Health Examinations)  
(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5141.6 - Student Health and Social Services)  
(cf. 5142 - Safety)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program.

(cf. 0500 - Accountability)

**Legal Reference:**

**EDUCATION CODE**

8850.5 Family relationships and parenting education  
35183.5 Sun protection  
49413 First aid training  
49430-49436 Pupil Nutrition, Health and Achievement Act of 2001  
49490-49493 School breakfast and lunch programs  
49500-49505 School meals  
51202 Instruction in personal and public health and safety  
51203 Instruction on alcohol, narcotics and dangerous drugs  
51210 Areas of study  
51220.5 Parenting skills; areas of instruction  
51260-51269 Drug education  
51265 Gang violence and drug and alcohol abuse prevention inservice  
51513 Personal beliefs  
51890-51891 Comprehensive health education programs  
51913 District health education plan  
51920 Inservice training, health education  
51930-51939 Comprehensive sexual health and HIV/AIDS prevention education  
**CALIFORNIA CODE OF REGULATIONS, TITLE 5**  
11800-11801 District health education plan

**Management Resources:**

**CSBA PUBLICATIONS**

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

**CALIFORNIA DEPARTMENT OF HEALTH PUBLICATIONS**

Jump Start Teens, 1997

**WEB SITES**

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

California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>

**California Department of Health, School Health Connections:**

**<http://www.mch.dhs.ca.gov/programs/shc/shc.htm>**

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

**California Project LEAN (Leaders Encouraging Activity and Nutrition):**

**<http://www.californiaprojectlean.org>**

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

**National Hearing Conservation Association: <http://www.hearingconservation.org>**

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: June 7, 2006**

**Antelope, California**

# CSBA Sample Administrative Regulation

## Instruction

AR 6142.8(a)

## COMPREHENSIVE HEALTH EDUCATION

### Content of Instruction

Note: Items #1-6 below reflect six content areas delineated in the voluntary content standards for health education adopted by the State Board of Education in March 2008. The district may revise the following list to reflect the topics to be addressed in the district's program.

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.63 - Steroids)*

2. Human growth, development, and sexual health

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)*

Note: The optional paragraph under item #3 below includes examples of topics that are addressed in the state content standards within the content area of injury prevention and safety. In addition, pursuant to Education Code 51940, districts may, on a voluntary basis, use curricula distributed by the California Healthy Kids Resource Center that focuses on prevention of brain and spinal cord injuries.

3. Injury prevention and safety

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, prevention of brain and spinal cord injuries, violence prevention, topics related to bullying and harassment, and Internet safety.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 3543 - Transportation Safety and Emergencies)*  
*(cf. 5131 - Conduct)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 5142 - Safety)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*  
*(cf. 5145.9 - Hate-Motivated Behavior)*  
*(cf. 6163.4 - Student Use of Technology)*

4. Mental, emotional, and social health

## COMPREHENSIVE HEALTH EDUCATION (continued)

*(cf. 5137 - Positive School Climate)*  
*(cf. 5141.52 - Suicide Prevention)*  
*(cf. 5149 - At-Risk Students)*

### 5. Nutrition and physical activity

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 6142.7 - Physical Education)*

Note: The optional paragraph under item #6 below includes examples of topics that are addressed in the state content standards within the content area of personal and community health.

### 6. Personal and community health

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases such as asthma and diabetes, emergency procedures, and the effect of behavior on the environment.

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.23 - Asthma Management)*  
*(cf. 5141.7 - Sun Safety)*  
*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6142.5 - Environmental Education)*

Note: Items #1-6 below combine eight "overarching standards" described in the state content standards as essential concepts and skills to be taught to students.

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services

*(cf. 5141.6 - Student Health and Social Services)*

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health

## **COMPREHENSIVE HEALTH EDUCATION (continued)**

5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

### **Exemption from Health Instruction**

Note: Pursuant to Education Code 51513, districts may not administer exams, surveys, or questionnaires containing questions about a student's or his/her family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian has provided prior written consent. See AR 5022 - Student and Family Privacy Rights.

Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240)

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5022 - Student and Family Privacy Rights)*  
*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*  
*(cf. 6145.8 - Assemblies and Special Events)*

Students so excused shall be given an alternative educational activity.

### **Involvement of Health Professionals**

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs

*(cf. 1325 - Advertising and Promotion)*

(11/03 11/05) 7/08

# **Administrative Regulation**

## **AR 6142.8 Instruction**

### **Comprehensive Health Education**

#### **Content of Instruction**

The district's health education program shall include instruction to aid students in making decisions in matters of personal, family and community health, including the following topics: (Education Code 51890)

1. The use of health care services and products

(cf. 1020 - Youth Services)

(cf. 5141.6 - Student Health and Social Services)

2. Mental and emotional health and development

3. Use and misuse of drugs, including tobacco and alcohol

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

4. Family health and child development, including the legal and financial aspects and responsibilities of marriage and parenthood

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

5. Oral health, vision, and hearing

6. Nutrition, which may include related topics such as obesity and diabetes prevention

(cf. 5030 - Student Wellness)

7. Exercise, rest, and posture

(cf. 6142.7 - Physical Education)

8. Diseases and disorders, including sickle cell anemia and related genetic diseases and disorders

(cf. 5141.23 - Infectious Disease Prevention)

9. Environmental health and safety

10. Community health

Instruction also shall include injury prevention and safety, which may include but not be limited to prevention of brain and spinal cord injuries, hearing conservation, and avoidance of overexposure to sun.

(cf. 5142 - Safety)

#### **Exemption from Health Instruction**

Upon written request from a parent/guardian, a student shall be excused from any part of the school's health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)

Students so excused shall be given an alternative educational activity.

#### **Involvement of Health Professionals**

The district's health education program shall be designed to actively involve the community, including professional health and safety personnel, in course evaluation. (Education Code 51913)

Health care professionals also shall be involved in the development and implementation of the district's health education plan and in course evaluation. Such professionals shall represent, at the district's option, the varied fields of health care, including voluntary collaborations with managed health care and health care providers; local public and private health, safety, and community service agencies; and other appropriate community resources. (Education Code 51913)

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative

**2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs**

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**  
**approved: June 7, 2006      Antelope, California**

# CSBA Sample

## Board Policy

### Instruction

BP 6146.11(a)

### ALTERNATIVE CREDITS TOWARD GRADUATION

Note: The following **optional** policy is for use by districts that maintain high schools and should be revised to reflect district practice. Education Code 51225.3 requires the Governing Board to adopt alternative means for students to complete the prescribed course of study required for high school graduation as specified in BP 6146.1 - High School Graduation Requirements. Satisfying course requirements through alternative means does not exempt students from the requirement to pass the high school exit examination as a condition of graduation.

In order to meet individual student needs and encourage all students to complete their high school education, the Governing Board desires to provide flexibility in the completion of prescribed courses in accordance with law.

(cf. 6143 - Courses of Study)  
(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6146.3 - Reciprocity of Academic Credit)  
(cf. 6162.52 - High School Exit Examination)  
(cf. 6200 - Adult Education)

With the active involvement of parents/guardians, administrators, teachers, and students, the Board shall adopt alternative means for students to complete the prescribed course of study required for high school graduation. These alternative means shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

Note: Items #1-12 below are **optional**. The district should select those items that reflect alternative means adopted by the Board and/or expand the list to add other means adopted by the Board.

Students may fulfill any course requirement for graduation through the following:

Note: Education Code 51225.3 authorizes students to satisfy course requirements through practical demonstration of skills and competencies, as provided in item #1 below. However, on its web site, the California Department of Education (CDE) indicates that the General Educational Development (GED) test administered pursuant to Education Code 51420-51427 is prohibited as an alternative means of satisfying course requirements; this prohibition is based on a policy of the national GED Testing Service. In addition, although the use of the California High School Proficiency Examination or other state or national tests is not expressly prohibited for these purposes, the CDE advises that such tests may not be aligned with district courses and are not intended for this use. The paragraph under item #1 below is **optional**.

1. Practical demonstration of skills and competencies (Education Code 51225.3)

**ALTERNATIVE CREDITS TOWARD GRADUATION (continued)**

Opportunities to demonstrate skills and competencies shall include, but not be limited to, challenging a course through successful completion of a district-developed examination which covers course objectives. The district shall not use results from the General Educational Development test or other state or national tests for this purpose.

*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*  
*(cf. 6155 - Challenging Courses by Examinations)*

Note: If the district offers work experience education, Education Code 51760.3 and 5 CCR 1635 require the district to grant credit within prescribed limits for students who meet eligibility criteria and are provided specified instruction or counseling; see AR 6178.1 - Work Experience Education. However, the district may determine whether these courses satisfy course requirements for graduation.

2. Supervised work experience or other outside school experience in accordance with Education Code 51760.3 and 5 CCR 1635 (Education Code 51225.3)

*(cf. 6178.1 - Work Experience Education)*

3. Career technical education classes offered in high school (Education Code 51225.3)

*(cf. 6178 - Career Technical Education)*

4. Courses offered by regional occupational centers or programs (Education Code 51225.3)

*(cf. 6178.2 - Regional Occupational Center/Program)*

5. Interdisciplinary study (Education Code 51225.3)

6. Independent study (Education Code 51225.3)

*(cf. 6158 - Independent Study)*

Note: According to the CDE, students concurrently enrolled in college classes will receive credit from the postsecondary institution, but the district has discretion to determine whether completion of college classes will be awarded credit from the district; see AR 6172.1 - Concurrent Enrollment in College Classes.

7. Credit earned at a postsecondary institution (Education Code 48800, 51225.3)

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

8. Private instruction in accordance with 5 CCR 1631

**ALTERNATIVE CREDITS TOWARD GRADUATION (continued)**

Note: Education Code 51740-51741 require that, in order to offer credit for correspondence instruction as provided in item #9 below, the district must receive authorization from the Superintendent of Public Instruction (SPI). Correspondence instruction could include a course offered online or through distance learning or other means provided that the coursework meets the criteria specified in 5 CCR 1633 and is approved by the SPI; see the accompanying administrative regulation.

9. Correspondence instruction from a California university or college accredited for teacher training in accordance with 5 CCR 1633 (Education Code 51740-51741)
10. Military service and training in accordance with 5 CCR 1634 (Education Code 51440)

Note: Item #11 below is for use by districts that require driver education as part of the prescribed course of study, but allow students to alternatively meet this requirement through a program approved by the Department of Motor Vehicles pursuant to Vehicle Code 12814.6.

11. To satisfy the district's driver education and training requirement, a program approved by the Department of Motor Vehicles which offers driver education and behind-the-wheel instruction through a driving school or licensed independent driving instructor in accordance with Vehicle Code 12814.6

*(cf. 6143 - Courses of Study)*

Note: Item #12 below is for use by districts wishing to give physical education credit for the participation of students in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. Education Code 51242 authorizes districts to grant exemptions from physical education to high school students participating in such programs; see BP 6142.7 - Physical Education. This item may be expanded to specify a limit on the number of credits that may be obtained in this manner.

12. For credit toward the district's physical education requirement, participation in district interscholastic athletic programs carried on wholly or partially after regular school hours (Education Code 51242)

A student shall be eligible to satisfy graduation requirements in this manner only if the interscholastic program entails a comparable amount of time and physical activity.

*(cf. 6142.7 - Physical Education)*  
*(cf. 6145.2 - Athletic Competition)*

Note: Item #13 below is required. Pursuant to Education Code 51243 and 5 CCR 1632, districts are required to grant credit for foreign language studies completed in a private school; see the accompanying administrative regulation.

**ALTERNATIVE CREDITS TOWARD GRADUATION (continued)**

Note: Education Code 51740-51741 require that, in order to offer credit for correspondence instruction as provided in item #9 below, the district must receive authorization from the Superintendent of Public Instruction (SPI). Correspondence instruction could include a course offered online or through distance learning or other means provided that the coursework meets the criteria specified in 5 CCR 1633 and is approved by the SPI; see the accompanying administrative regulation.

9. Correspondence instruction from a California university or college accredited for teacher training in accordance with 5 CCR 1633 (Education Code 51740-51741)
10. Military service and training in accordance with 5 CCR 1634 (Education Code 51440)

Note: Item #11 below is for use by districts that require driver education as part of the prescribed course of study, but allow students to alternatively meet this requirement through a program approved by the Department of Motor Vehicles pursuant to Vehicle Code 12814.6.

11. To satisfy the district's driver education and training requirement, a program approved by the Department of Motor Vehicles which offers driver education and behind-the-wheel instruction through a driving school or licensed independent driving instructor in accordance with Vehicle Code 12814.6

*(cf. 6143 - Courses of Study)*

Note: Item #12 below is for use by districts wishing to give physical education credit for the participation of students in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. Education Code 51242 authorizes districts to grant exemptions from physical education to high school students participating in such programs; see BP 6142.7 - Physical Education. This item may be expanded to specify a limit on the number of credits that may be obtained in this manner.

12. For credit toward the district's physical education requirement, participation in district interscholastic athletic programs carried on wholly or partially after regular school hours (Education Code 51242)

A student shall be eligible to satisfy graduation requirements in this manner only if the interscholastic program entails a comparable amount of time and physical activity.

*(cf. 6142.7 - Physical Education)*

*(cf. 6145.2 - Athletic Competition)*

Note: Item #13 below is required. Pursuant to Education Code 51243 and 5 CCR 1632, districts are required to grant credit for foreign language studies completed in a private school; see the accompanying administrative regulation.

**ALTERNATIVE CREDITS TOWARD GRADUATION (continued)**

13. For credit toward the district's foreign language requirement, foreign language studies successfully completed in a private school in accordance with 5 CCR 1632 (Education Code 51243)

Note: The following optional paragraphs should be revised to reflect district practice.
---

Upon receiving advance, written application by the student or his/her parent/guardian, the Superintendent or designee shall determine whether completion of the proposed alternative means would satisfy course requirements for graduation and what documentation shall be required, if any, to verify the student's successful completion. The Superintendent or designee shall make the final determination as to whether the student's completion of an alternative means is sufficient to satisfy the district's graduation requirements.

As appropriate, the Superintendent or designee shall determine the grade to be assigned to students for the completion of any of the above alternative means. When a grade is assigned by a private school, postsecondary institution, or other educational institution for completion of coursework, that same grade shall be awarded by the district provided that the Superintendent or designee has determined the alternative course to be substantially equivalent to a district course.

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

*Legal Reference: (see next page)*

## ALTERNATIVE CREDITS TOWARD GRADUATION (continued)

### *Legal Reference:*

#### EDUCATION CODE

35160 Authority of governing boards  
35160.1 Broad authority of school districts  
48412 Certificate of proficiency  
48645.5 Course credit, juvenile court schools  
48800-48802 Attendance at community college; advanced education  
51220 Areas of study; grades 7-12  
51225.3 Requirements for graduation  
51240-51246 Exemptions from requirements  
51420-51427 General Educational Development test  
51440 Veterans' education, evaluation and credit toward high school graduation  
51740-51741 Authority to provide instruction by correspondence  
51745-51749.3 Independent study  
51760-51769.5 Work experience education  
52300-52499.66 Career technical education

#### VEHICLE CODE

12814.6 Teen driver's act

#### CODE OF REGULATIONS, TITLE 5

1600-1635 Alternative credit  
10070-10075 Work experience education  
11500-11508 Regional occupational centers and programs  
11520-11523 Proficiency examination and certificate  
11700-11703 Independent study

#### UNITED STATES CODE, TITLE 20

2301-2414 Carl D. Perkins Career and Technical Education Act of 2006

### *Management Resources:*

#### WEB SITES

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

(7/04 3/06) 7/08

# **Board Policy**

**BP 6146.11**  
**Instruction**

## **Alternative Credits Toward Graduation**

In order to meet individual student needs and encourage all students to complete their high school education, the Governing Board desires to provide flexibility in the completion of prescribed courses in accordance with law.

(cf. 6143 - Courses of Study)  
(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6146.3 - Reciprocity of Academic Credit)  
(cf. 6200 - Adult Education)

The Board shall actively involve parents/guardians, administrators, teachers, and students in helping the district develop alternative means for students to complete the prescribed course of study required for graduation. (Education Code 51225.3)

As an alternative to completing the course requirements for high school graduation, students may fulfill one or more of the course requirements through the following:

1. Practical demonstration of skills and competencies (Education Code 51225.3)

(cf. 6155 - Challenging Courses by Examinations)

2. Supervised work experience or other outside school experience in accordance with Education Code 51760.3 and 5 CCR 1635 (Education Code 51225.3)

(cf. 6178.1 - Work Experience Education)

3. Career technical education classes offered in high schools (Education Code 51225.3)

(cf. 6178 - Vocational Education)

4. Courses offered by regional occupational centers or programs (Education Code 51225.3)

5. Interdisciplinary study (Education Code 51225.3)

6. Independent study (Education Code 51225.3)

(cf. 6158 - Independent Study)

7. Credit earned at a postsecondary institution (Education Code 48800, 51225.3)

(cf. 6172 - Gifted and Talented Student Program)

8. Private instruction in accordance with 5 CCR 1631

9. Military service and training in accordance with 5 CCR 1634 (Education Code 51440)

10. Correspondence instruction from a California university or college accredited for teacher training in accordance with 5 CCR 1633 (Education Code 51740-51741)

11. To satisfy the district's driver education and training requirement, a program approved by the Department of Motor Vehicles which offers driver education and behind-the-wheel instruction through a driving school or licensed independent driving instructor in accordance with Vehicle Code 12814.6

(cf. 6143 - Courses of Study)

12. For credit toward the district's physical education requirement, participation in district interscholastic athletic programs carried on wholly or partially after regular school hours when such participation entails a comparable amount of time and physical activity (Education Code 51242)

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

(cf. 6142.7 - Physical Education)

(cf. 6145.2 - Athletic Competition)

13. For credit toward the district's foreign language requirement, foreign language studies successfully completed in a private school in accordance with 5 CCR 1632 (Education Code 51243)

The Superintendent or designee shall determine whether a student has satisfactorily met course requirements through any of the above alternative means.

**Legal Reference:**

**EDUCATION CODE**

35160 Authority of governing boards

35160.1 Broad authority of school districts

48645.5 Course credit, juvenile court schools

48800-48802 Attendance at community college; advanced education

51220 Areas of study; grades 7-12

51225.3 Requirements for graduation

51241-51246 Exemptions from requirements  
51440 Veterans' education, evaluation and credit toward high school graduation  
51740-51741 Authority to provide instruction by correspondence  
51760-51769.5 Work experience education  
VEHICLE CODE  
12814.6 Teen driver's act  
CODE OF REGULATIONS, TITLE 5  
1600-1635 Alternative credit

**Management Resources:**

**WEB SITES**

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

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
adopted: August 16, 2006 Antelope, California

# CSBA Sample

## Administrative Regulation

Instruction

AR 6146.11(a)

### ALTERNATIVE CREDITS TOWARD GRADUATION

#### Definitions

A *semester period* is one period of 40 to 60 minutes of instructional time per week throughout one semester of at least 17 weeks, or a minimum of 12 clock hours of instructional time provided during the academic year or in summer school. While the content to be covered is planned within these time frames, a student may be granted one semester period of credit even though the student spends less than the aforementioned amount of time in completing the necessary work. (5 CCR 1600)

#### Private Instruction

Note: The following section is for use by districts that grant credit toward graduation for private instruction as authorized by 5 CCR 1631; see item #8 in the accompanying Board policy.

A student who is regularly enrolled and in attendance at a high school shall receive credit toward high school graduation for private instruction under the following conditions: (5 CCR 1631)

1. The instruction entails fields and subjects included in the high school's courses of study and curricula.
2. The student demonstrates his/her capabilities at the beginning and at the end of the period of private instruction by examination(s) given under the school's supervision, thereby showing that he/she has made progress in learning satisfactory to the school.

#### Correspondence Instruction

Note: The following section is for use by districts that grant credit for correspondence instruction pursuant to Education Code 51740-51741 and 5 CCR 1633; see item #9 in the accompanying Board policy.

The following paragraph is optional.

~~Prior to registering for a correspondence course, the student or his/her parent/guardian shall obtain verification from the Superintendent or designee that the course is essentially equivalent to the high school curriculum and meets district graduation requirements. The number of semester credits assigned to the course shall be determined before the student begins coursework.~~

Note: Pursuant to Education Code 51740 and 51741 and 5 CCR 1633, the district may pay the cost of the correspondence instruction when all the conditions listed below are satisfied.

## **ALTERNATIVE CREDITS TOWARD GRADUATION (continued)**

The district shall grant credit toward graduation for correspondence instruction if all of the following conditions are met: (Education Code 51740, 51741; 5 CCR 1633)

1. The correspondence instruction is provided by the University of California, or other university or college in California accredited for teacher training, in subjects included within or related to the student's course of study.
2. The student is, for good reason, unable to take the course of study offered in the school.
3. The Superintendent or designee determines the number of semester periods to be credited for successful completion of a particular correspondence course.
4. No more than 40 total semester periods of correspondence instruction are credited to a student towards graduation.

### **Military Service and Training**

Note: The following section is for use by districts that grant credit for military service and training pursuant to Education Code 51440 and 5 CCR 1634; see item #10 in the accompanying Board policy.

Credit toward graduation shall be granted for military service and training received while in the military service of the United States, within the maximum limits established in 5 CCR 1634. A person is eligible for this credit if he/she is either: (Education Code 51440; 5 CCR 1634)

1. A former member of the Armed Forces who is a California resident and who has received an honorable discharge
2. A member of the Armed Forces who is a California resident and was a California resident on the date he/she entered the Armed Forces

The Superintendent or designee shall keep a permanent record of the credit allowed for military service or training. (5 CCR 1634)

(cf. 5125 - Student Records)

### **Private Foreign Language Instruction**

Note: Education Code 51243-51245 and 5 CCR 1632 require districts to give credit toward high school graduation for private school foreign language courses if the conditions and standards described below have been met; see item #13 in the accompanying Board policy.

**ALTERNATIVE CREDITS TOWARD GRADUATION (continued)**

The district shall grant credit for foreign language studies successfully completed in a private school and shall apply the credit toward meeting any foreign language requirement prescribed for grades 9-12, provided that all of the following conditions are met: (Education Code 51243-51245; 5 CCR 1632)

1. The courses are in languages designated in Education Code 51244.
2. The student is regularly enrolled or applying to the district in grades 9-12.
3. The student or his/her parent/guardian applies in writing for the credit, specifies the private school attended and the amount and level of credit requested, and submits a transcript or other documents from the private school showing that the student successfully completed the course.
4. The amount of credit sought equals at least one semester's work.
5. The principal or designee determines that the student's achievement is equivalent to that expected of a student of comparable ability taking the same or similar instruction in district schools. This determination shall be based upon the private school's report of a test developed by the private school in cooperation with the district or, if the private school is located outside the district, the principal or designee may use a test given by a public school or other evidence which he/she deems appropriate.

(7/04 3/06) 7/08

# **Administrative Regulation**

## **AR 6146.11 Instruction**

### **Alternative Credits Toward Graduation**

Alternative means specified by the district for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

### **Definitions**

A semester period is one period of 40 to 60 minutes of instructional time per week throughout one semester of at least 17 weeks, or a minimum of 12 clock hours of instructional time provided during the academic year or in summer school. While the content to be covered is planned within these time frames, a student may be granted one semester period of credit even though the student spends less than the aforementioned amount of time in completing the necessary work. (5 CCR 1600)

### **Supervised Work Experience Education**

A student shall be granted up to 40 semester periods of credit for work experience education of one or more of the following types: (Education Code 51760.3; 5 CCR 1635)

1. For exploratory work experience education, the student may earn 10 semester periods for each semester, with a maximum of 20 semester periods earned in two semesters.
2. For general work experience education, the student may earn 10 semester periods for each semester, with a maximum of 40 semester periods.
3. For vocational work experience education, the student may earn 10 semester periods for each semester, with a maximum of 40 semester periods.

To receive credit, the student must satisfy eligibility requirements and receive at least the minimum period of instruction or counseling pursuant to Education Code 51760.3.

(cf. 6178.1 - Work Experience Education)

### **College Courses**

To receive high school credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a written request and a transcript

showing successful completion of the course. The course shall be one that satisfies college entrance requirements, applies toward college-level general education requirements, or is part of a vocational or career technical education course leading to a degree or certificate.

For students attending community college as special part-time students, credit shall be at a level jointly determined by the Governing Board and the community college governing board. (Education Code 48800)

(cf. 6172 - Gifted and Talented Student Program)

#### **Private Instruction**

A student who is regularly enrolled and in attendance at a high school shall receive credit toward high school graduation for private instruction under the following conditions: (5 CCR 1631)

1. The instruction entails fields and subjects included in the high school's courses of study and curricula.
2. The student demonstrates his/her capabilities at the beginning and at the end of the period of private instruction by examinations given under the school's supervision, thereby showing that he/she has made progress in learning satisfactory to the school.

#### **Correspondence Instruction**

The district shall grant credit for correspondence instruction under the following conditions: (Education Code 51740; 5 CCR 1633)

1. The correspondence instruction is provided by the University of California, or other university or college in California accredited for teacher training, in subjects included within or related to the student's course of study.
2. The student is, for good reason, unable to take the course of study offered in the school.
3. The Board determines the number of semester periods to be credited for successful completion of a particular correspondence course.
4. No more than 40 semester periods of correspondence instruction are credited to a student towards graduation.

#### **Foreign Language Instruction**

The district shall grant credit for foreign language studies successfully completed in a private school and shall apply the credit toward meeting any foreign language

requirement prescribed for grades 9-12, provided that all of the following conditions are met: (Education Code 51243-51245; 5 CCR 1632)

1. The courses are in languages designated in Education Code 51244.
2. The student is regularly enrolled or applying to the district in grades 9-12.
3. The student or parent/guardian applies in writing for the credit, specifies the private school attended and the amount and level of credit requested, and submits a transcript or other documents from the private school showing that the student successfully completed the course.
4. The amount of credit sought equals at least one semester's work.
5. The principal or designee determines that the student's achievement is equivalent to that expected of a student of comparable ability taking the same or similar instruction in district schools. This determination shall be based upon the private school's report of a test developed by the private school in cooperation with the district or, if the private school is located outside the district, the principal or designee may use a test given by a public school or other evidence which he/she deems appropriate.

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: August 16, 2006    Antelope, California

# CSBA Sample

## Board Policy

Instruction

BP 6162.6(a)

### USE OF COPYRIGHTED MATERIALS

Note: The purpose of copyright protection is to provide the creators of original materials with the exclusive right to reproduce, perform, prepare derivative works, distribute copies, or to sell, transfer, or perform the work or to authorize others to do so. Pursuant to 17 USC 107, the "fair use" doctrine is an exception and allows the unauthorized reproduction of copyrighted materials for such purposes as criticism, comment, news reporting, teaching, scholarship, or research based on the following criteria: (1) purpose and character of the use, (2) nature of the copyrighted work, (3) amount and substantiality of the portion used, and (4) effect of the use upon the potential market for or value of the copyrighted work. Other exceptions exist for schools, including library reproduction and archiving (17 USC 108); first sale (17 USC 109); and classroom performance, display, and distance education (17 USC 110). If not covered by an exception, the copyright owner's permission must be obtained before a work can be copied or performed.

The same copyright laws apply to material available on the Internet and most works distributed electronically are protected by copyright, including images, text, logos, software, sounds, movie clips, email, and postings to newsgroups. Thus, like other works, material found on the Internet may not be copied unless permission is given by the copyright holder or the use conforms to an exception, such as the "fair use" doctrine.

The following optional policy and administrative regulation reflect copyright guidelines adopted by Congress for use by educational institutions.

The Governing Board recognizes the importance of ensuring that the district complies with federal law regarding copyrights. District staff and students are expected to maintain the highest ethical standards in using copyrighted materials.

*(cf. 1113 - District and School Web Sites)*  
*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*  
*(cf. 6163.1 - Library Media Centers)*

When selecting appropriate supplementary instructional materials, it is each staff member's responsibility to adhere to the provisions of federal copyright law, Board policy, and administrative regulation. The district shall not be responsible for any violation of copyright laws by its staff or students. If a staff member is uncertain as to whether reproducing or using copyrighted material complies with the law, he/she shall contact the Superintendent or designee for clarification and assistance. At no time shall it be necessary for a district employee to violate copyright laws in order to perform his/her duties.

*(cf. 4040 - Employee Use of Technology)*  
*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*  
*(cf. 6161 - Equipment, Books and Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*

The Superintendent or designee shall ensure that the district observes all publisher licensing agreements between vendors and the district, including monitoring the number of users

## USE OF COPYRIGHTED MATERIALS (continued)

permitted by an agreement. Unless the applicable licensing agreement authorizes multiple users of a single program, the district shall not make multiple copies of a computer program or software. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.

(cf. 0440 - District Technology Plan)  
(cf. 3300 - Expenditures and Purchases)  
(cf. 3312 - Contracts)  
(cf. 6163.4 - Student Use of Technology)

~~The Superintendent or designee shall ensure that staff and students receive information and training about copyright laws and the penalties for violating such laws.~~  
The legal, ethical and practical problems caused by plagiarism should be taught in all of the schools in Center Unified School District.

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

### *Legal Reference:*

#### EDUCATION CODE

35182 Computer software

#### UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright, especially:

102 Definitions

107 Fair use

110 Limitations on exclusive rights: Exemption of certain performances and displays

#### COURT DECISIONS

Marcus v. Rowley, (9th Cir., 1982) 695 F.2d 1171

### *Management Resources:*

#### U.S. COPYRIGHT OFFICE PUBLICATIONS

Circular 21: Reproduction of Copyrighted Works by Educators and Librarians, 1995

#### WEB SITES

Copyright Clearance Center: <http://www.copyright.com>

Copyright Society of the USA: <http://www.csusa.org>

U.S. Copyright Office: <http://www.copyright.gov>

# **Board Policy**

**BP 6162.6**  
**Instruction**

## **Use Of Copyrighted Materials**

It is the intent of the governing Board of Center Unified School District to adhere to the provisions of the U.S. copyright law (United States Code, Title 17), including the Berne Convention for the Protection of Literary and Artistic Works, and to maintain the highest ethical standards in the use of all copyrighted materials. The willful infringement of a copyright and plagiarism of any sort by district employees is prohibited. The Board, therefore, directs the Superintendent or designee to provide employees with guidelines that ensure compliance with the U.S. copyright law and adherence to standards of ethical conduct as they relate to the use of someone else's creative work.

Copyrighted materials, whether they be print or nonprint, may not be duplicated without first receiving written permission from the owner of such materials (copyright holder) and/or complying with guidelines presented in administrative regulations.

The Center Unified School District does not sanction the illegal use or unauthorized duplication of someone else's work in any form. Employees who willfully violate the district's copyright policy do so at their own risk and may be required to remunerate the district in the event of a loss resulting from litigation.

Employees are hereby notified that willful infringement of the law may result in disciplinary action.

The legal, ethical and practical problems caused by plagiarism should be taught in all of the schools in Center Unified School District.

**Legal Reference:**  
**UNITED STATES CODE, TITLE 17**  
**Public Law 96-517**  
**Amends Section 117 of Title 17**

**Policy**  
**adopted: August 2, 1995**

**CENTER UNIFIED SCHOOL DISTRICT**  
**Antelope, California**

# CSBA Sample

## Board Policy

Instruction

BP 6163.2(a)

### ANIMALS AT SCHOOL

Note: The following optional policy and accompanying administrative regulation may be modified to reflect district practice.

The Governing Board recognizes that animals can be an effective teaching aid and can help support the district's instructional program. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

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

*(cf. 6142.5 - Environmental Education)*

A teacher may bring an animal to school or arrange for students in his/her class to bring an animal to school for instructional purposes upon written permission from the principal or designee and subject to administrative regulation and other reasonable health, safety, and sanitation precautions. Teachers shall be responsible for ensuring that animals are strictly controlled and for ensuring that all such precautions are observed so as to protect both the students and the animal.

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5142 - Safety)*

*(cf. 5145.8 - Refusal to Harm or Destroy Animals)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6145.8 - Assemblies and Special Events)*

Note: Pursuant to Civil Code 54.2, individuals with disabilities have the right to be accompanied by specially trained guide dogs, signal dogs, or service dogs in all public places, including schools. Civil Code 54.1 defines a "guide dog" as a dog trained by an appropriately licensed person to assist a visually impaired or blind individual, a "signal dog" as a dog trained to alert a person who is deaf or hard of hearing, and a "service dog" as a dog individually trained to assist the physically disabled, such as pulling a wheelchair or fetching dropped items.

In Sullivan v. Vallejo USD, the court held that a disabled student had a right to use a service dog at school. According to the court, the district was required to incorporate the dog into the student's educational program and to accommodate the dog in a way that did not impinge on the legitimate rights of others. Thus, the student's placement might need to be changed because of her teacher's severe allergies; however, the district could not alter the student's placement to accommodate the purely personal feelings of students or faculty about dogs in the school environment.

Individuals with disabilities may be accompanied by specially trained guide dogs, signal dogs, or service dogs on school premises or on school transportation. (Education Code 39839; Civil Code 54.2)

## **ANIMALS AT SCHOOL (continued)**

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

*(cf. 3541.2 - Transportation for Students with Disabilities)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 6159 - Individualized Education Program)*

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

**Note:** The following **optional** paragraph requires the district to notify parents/guardians when an animal is brought into the class so that the district can be informed of any students with allergies, asthma, or other health conditions that may be affected by the animal. When an animal is brought into the classroom on a limited basis for instructional purposes, students with such health conditions may be provided an alternative instructional activity; see the accompanying administrative regulation.

When any animal is brought into the classroom, the principal or designee shall provide written notification to all parents/guardians of students in the affected class asking them to verify whether their child has any known allergies, asthma, or other health condition that may be affected by the animal's presence.

*(cf. 3514 - Environmental Safety)*

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

*(cf. 5141.23 - Asthma Management)*

The district assumes no liability for the safety of animals voluntarily brought to school.

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

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

*Legal Reference: (see next page)*

## ANIMALS AT SCHOOL (continued)

### *Legal Reference:*

#### EDUCATION CODE

233.5 *Instruction in kindness to pets and humane treatment of living creatures*

39839 *Transportation of guide dogs, signal dogs, service dogs*

51202 *Instruction in personal and public health and safety*

51540 *Safe and humane treatment of animals at school*

#### CIVIL CODE

54.1 *Access to public places*

54.2 *Guide, signal, or service dogs, right to accompany*

#### GOVERNMENT CODE

810-996.6 *California Tort Claims Act, especially:*

815 *Liability for injuries generally; immunity of public entity*

835 *Conditions of liability*

#### VEHICLE CODE

21113 *Public grounds*

#### CODE OF REGULATIONS, TITLE 13

1216 *Transportation of property*

#### UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act*

#### UNITED STATES CODE, TITLE 29

794 *Rehabilitation Act of 1973, Section 504*

#### COURT DECISIONS

*Sullivan v. Vallejo City USD*, 731 F.Supp. 947 (1990)

### *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

#### WEB SITES:

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

American Society for the Prevention of Cruelty to Animals: <http://www.asPCA.org>

Humane Society of the United States: <http://www.hsus.org>

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

# **Board Policy**

## **BP 6163.2 Instruction**

### **Animals At School**

The Governing Board recognizes that animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

Animals may be brought to school for educational purposes, subject to rules and precautions specified in administrative regulations related to health, safety and sanitation. Teachers shall ensure that these rules and precautions are observed so as to protect both the students and animals.

Seeing-eye dogs and service dogs may accompany students and staff at school as needed.

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

The district assumes no liability for the safety of animals voluntarily brought to school.

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.1 - Accidents)

(cf. 5141.23 - Infectious Disease Prevention)

#### **Legal Reference:**

##### **EDUCATION CODE**

233.5 Instruction in kindness to pets and humane treatment of living creatures

51202 Instruction in personal and public health and safety

51540 Safe and humane treatment of animals at school

##### **GOVERNMENT CODE**

810-996.6 California Tort Claims Act, especially:

815 Liability for injuries generally; immunity of public entity

835 Conditions of liability

#### **Management Resources:**

##### **HUMANE SOCIETY OF THE UNITED STATES**

Catalogue of Publications, 1996

Guidelines for the Study of Animals in Elementary and Secondary School Biology, HE

1079

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: October 1, 1997    Antelope, California**

# CSBA Sample

## Administrative Regulation

**Instruction**

AR 6163.2

### ANIMALS AT SCHOOL

Note: The following administrative regulation is optional and may be revised to reflect district practice.

In accordance with Board policy, a teacher or student may bring an animal into the classroom for instructional purposes with prior approval of the principal or designee. When a parent/guardian has provided notification that his/her child has an allergy, asthma, or health condition that may be affected by the animal, the teacher shall remove the animal from the classroom or provide an alternative instructional activity for the student as appropriate.

*(cf. 3514 - Environmental Safety)*

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

*(cf. 5141.23 - Asthma Management)*

All animals brought to school must be in good physical condition and appropriately immunized. The teacher shall ensure that the species of animal is appropriate for the instructional purpose and age and maturity of the students.

All animals, with the exception of service animals, are prohibited on school transportation services. (Education Code 39839; 13 CCR 1216)

*(cf. 3541.2 - Transportation for Students with Disabilities)*

*(cf. 5131.1 - Bus Conduct)*

All animals shall be humanely and properly housed in cages or containers specific for the species or otherwise appropriately controlled. The teacher shall also ensure that cages and containers are cleaned regularly and that waste materials are removed and disposed of in an appropriate manner. If the animal is to remain in the classroom longer than one day, the teacher shall be responsible for care and maintenance of the animal and ensure proper care when school is not in session, such as weekends, vacations, and holidays.

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5142 - Safety)*

The teacher shall ensure that students receive instruction regarding personal hygiene around animals.

*(cf. 5141.22 - Infectious Diseases)*

(10/96) 7/08

# **Administrative Regulation**

## **AR 6163.2 Instruction**

### **Animals At School**

All animals brought to school must be:

1. In good physical condition
2. Vaccinated against transmittable diseases
3. In clean, safe and suitable cages or containers or otherwise appropriately controlled

Students bringing animals to school must first obtain the consent of the teacher and the parent/guardian.

Animals shall not be brought to school on school buses without express permission of the principal or designee. Such permission shall not be required for seeing-eye dogs or service dogs needed by students.

(cf. 5131.1 - Bus Conduct)

Students shall not bring poisonous or wild animals to school. If wildlife specimens are used in a biology class, protective gloves and a face shield shall be worn by anyone handling these specimens and the animals' saliva and neurological tissue shall be treated as infectious.

(cf. 5141.23 - Infectious Disease Prevention)

Animals brought to school by students shall generally be taken home the same day they are brought to school.

With the consent of the principal or designee, animals may remain at school longer under the following conditions:

1. The animal shall remain in the classroom only for the number of days needed to achieve the educational goal.
2. The teacher shall provide a plan for the proper care, sanitation, feeding and handling of the animal.
3. The teacher shall be responsible for the animal's care in the event of any school

closure and may allow students to take class pets home over weekends.

4. The teacher shall be familiar with any potential dangers caused by the animal and shall give special consideration to any students who have allergies to certain animals.

Regulation    CENTER UNIFIED SCHOOL DISTRICT  
approved: October 1, 1997    Antelope, California

# CSBA Sample

## Board Policy

Instruction

BP 6172(a)

### GIFTED AND TALENTED STUDENT PROGRAM

Note: The following optional policy is for use by districts that elect to offer a gifted and talented education (GATE) program pursuant to Education Code 52200-52212. Pursuant to Education Code 52207 and 52210, the Governing Board may instead choose to contract with another school district or with the county office of education to furnish GATE programs for district students.

If a district participates in School-Based Program Coordination (SBPC) pursuant to Education Code 52800-52887, it may choose to coordinate GATE funding under that program; see BP/AR 0420.1 - School-Based Program Coordination. In such a situation, according to the California Department of Education (CDE), the district, as opposed to each school, must still meet GATE program requirements related to identification of GATE students, determination of funding amounts, and alignment of funding expenditures with the district plan. District schools will be subject to the SBPC requirements of Education Code 52853.

To be eligible for state funding for the GATE program, districts must provide services to gifted and talented students at all grade levels, including grades K-1 even if students are not formally identified at those grade levels. The following paragraph should be revised to reflect grade levels offered by the district.

The Governing Board believes that all students deserve an education that challenges them to meet their fullest potential. The Board shall provide gifted and talented students in grades K-12 opportunities for learning commensurate with their particular abilities and talents.

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

*(cf. 0420.1 - School-Based Program Coordination)*

*(cf. 6000 - Concepts and Roles)*

Note: To receive state funding, districts must submit a program application and district plan to the CDE and may be approved for one, two, or three years based on the quality of the plan as measured under the Recommended Standards for Programs for Gifted and Talented Students, adopted by the State Board of Education (SBE) pursuant to Education Code 52212. An application may be approved for five years with an on-site validation. See the accompanying administrative regulation for further information about the plan.

The Board shall approve a district plan for gifted and talented education (GATE) which meets criteria established by the State Board of Education for program approval.

The district's program shall be designed to provide articulated learning experiences across subjects and grade levels and shall be aligned with and extend the state academic content standards and curriculum frameworks.

*(cf. 6011 - Academic Standards)*

*(cf. 6142.7 - Physical Education)*

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6178 - Career Technical Education)*

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

### **Identification of Gifted and Talented Students**

**Note:** Optional items #1-6 below reflect categories of abilities by which students may be identified for the GATE program pursuant to Education Code 52202 and 5 CCR 3822. The district should select those items that reflect criteria selected by the Board. The Board may establish any other criteria provided that the criteria meet the standards set forth in 5 CCR 3831.

Appropriate types of data that may be used by the district to determine whether students meet the following criteria are described in 5 CCR 3831; see the accompanying administrative regulation.

Students may be identified for the GATE program on the basis of demonstrated or potential abilities in any one or more of the following categories: (Education Code 52202; 5 CCR 3822)

1. **Intellectual Ability:** The student demonstrates extraordinary or potential for extraordinary intellectual development.
2. **Creative Ability:** The student characteristically perceives unusual relationships among aspects of the student's environment and among ideas, overcomes obstacles to thinking and doing, and/or produces unique solutions to problems.
3. **Specific Academic Ability:** The student functions at highly advanced academic levels in particular subject areas.
4. **Leadership Ability:** The student displays the characteristic behaviors necessary for extraordinary leadership.
5. **High Achievement:** The student consistently produces advanced ideas and products and/or attains exceptionally high scores on achievement tests.
6. **Performing and Visual Arts Talent:** The student originates, performs, produces, or responds at extraordinarily high levels in the arts.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 6142.6 - Visual and Performing Arts Education)*

### **Instructional Components**

**Note:** Education Code 52206 requires that any special day classes, part-time groupings, or cluster groups offered by the district be an integrated, differentiated learning experience within the regular school day, and that other programs may augment or supplement these approaches. 5 CCR 3840 defines the program options; see the accompanying administrative regulation. The district may offer other services or activities with 90 days advance approval by the Superintendent of Public Instruction.

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

One program option specified in 5 CCR 3840 is postsecondary education opportunities, including attendance in college or community college classes. Pursuant to Education Code 48800, if the Board denies the petition of a highly gifted student, as defined in Education Code 52201, to enroll as a special part-time or full-time student at a community college, the Board must issue its written decision and the reasons for the denial and the parent/guardian may file an appeal with the County Board of Education; see BP 6172.1 - Concurrent Enrollment in College Classes for language reflecting this requirement.

Pursuant to 5 CCR 3840, postsecondary education opportunities also include participation in the Advanced Placement program; see BP/AR 6141.5 - Advanced Placement. The CDE clarifies that the Advanced Placement program is an appropriate use of GATE funding even though this program is also open to students who are not identified as gifted and talented. Similarly, the International Baccalaureate program is an acceptable option for high school students enrolled in the GATE program.

The following section should be revised to reflect the types of programs offered by the district.

The district's GATE program may include special day classes, part-time groupings, and cluster groupings which shall be planned and organized as an integrated, differentiated learning experience within the regular school day. This program may be augmented or supplemented with other differentiated activities related to the core curriculum using such strategies as independent study, acceleration, postsecondary education, and enrichment. (Education Code 52206; 5 CCR 3840)

*(cf. 5123 - Promotion/Acceleration/Retention)*  
*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*  
*(cf. 6158 - Independent Study)*  
*(cf. 6172.1 - Concurrent Enrollment in College Classes)*  
*(cf. 6176 - Weekend/Saturday Classes)*  
*(cf. 6177 - Summer School)*

GATE students may regularly participate, on a planned basis, in special counseling or instructional activity during or outside of the regular school day in order to benefit from additional educational opportunities not provided in the regular classroom. (5 CCR 3840)

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

In addition, the district may provide specialized services designed to assist underachieving, linguistically diverse, culturally diverse, and/or economically disadvantaged GATE students to achieve at levels commensurate with their abilities. (5 CCR 3840)

*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 6174 - Education for English Language Learners)*

The district's GATE program shall include an academic component and, as appropriate, instruction in basic skills for each student. (Education Code 52206)

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

Note: The SBE's Recommended Standards for Programs for Gifted and Talented Students include support for the social and emotional development of GATE students. The following optional paragraph may be revised to reflect district practice.

The district's program shall support the social and emotional development of GATE students in order to increase responsibility, self-awareness, and social awareness and adjustment.

Staff development shall be provided to support teachers of GATE students in understanding the unique learning styles and abilities of these students and in developing appropriate instructional strategies.

*(cf. 4131 - Staff Development)*

### **Advisory Committee**

Note: The following optional section may be revised to reflect district practice. 5 CCR 3831 requires that the district's plan for the GATE program include procedures for ensuring continuous parent/guardian participation in planning, implementing, and evaluating the program. In addition, parent/guardian and community involvement is one of the criteria in the SBE's Recommended Standards for Programs for Gifted and Talented Students.

The Superintendent or designee shall appoint an advisory committee to support the needs of the GATE program and to assist in program planning, implementation, and evaluation. The committee shall include the district's program coordinator, certificated staff, parents/guardians of GATE students, community members, and students as appropriate.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 6020 - Parent Involvement)*

### **Program Evaluation**

Note: The following optional section should be revised to reflect district practice. 5 CCR 3831 requires that the district annually review student progress and program administration using methods identified in the district's GATE plan and that the district develop procedures for modifying the program based on the annual review. During the Categorical Program Monitoring process, the CDE will review the district's compliance with these provisions. In addition, Education Code 52212 requires submission of a program assessment each time the district submits an application to the CDE for renewal of program authorization. The types of data and information that districts may select and use to assess student progress and program administration are specified in the CDE's program application.

The Board shall annually review the progress of students enrolled in the district's GATE program and administration of the program using methods identified in the district's GATE plan, and may require modifications in the program as indicated by the results of this review. (5 CCR 3831)

*(cf. 0500 - Accountability)*

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - Standardized Testing and Reporting Program)  
(cf. 6162.52 - High School Exit Examination)  
(cf. 6190 - Evaluation of the Instructional Program)

### *Legal Reference:*

#### EDUCATION CODE

37223 Weekend classes for mentally gifted minors  
41500-41573 Categorical education block grants  
48800-48802 Enrollment of gifted students in community college  
51740 Instruction by correspondence  
51745-51749.3 Independent study programs  
52200-52212 Gifted and talented education program  
52800-52887 School-Based Program Coordination  
64000 Categorical programs included in consolidated application  
64001 Single plan for student achievement, consolidated application programs  
76000-76002 Enrollment in community college

#### CODE OF REGULATIONS, TITLE 5

1633 Instruction by correspondence  
3820-3870 Gifted and talented education program

### *Management Resources:*

#### CALIFORNIA ASSOCIATION FOR THE GIFTED PUBLICATIONS

GATE Standards Workbook: A Guide to Design, Improve and Assess Gifted Programs, 2005

Meeting the Standards: A Guide to Developing Services for Gifted Students, 2002

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Gifted and Talented Education Program Resource Guide, rev. 2005

Recommended Standards for Programs for Gifted and Talented Students, rev. 2005

#### WEB SITES

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

California Association for the Gifted: <http://www.cagifted.org>

California Department of Education, Gifted and Talented Education: <http://www.cde.ca.gov/sp/gt>

Council for Exceptional Children, The Association for the Gifted (CEC-TAG): <http://www.cec-tag.org>

National Association for Gifted Children: <http://www.nagc.org>

(3/01 11/05) 7/08

# **Board Policy**

## **BP 6172 Instruction**

### **Gifted And Talented Student Program**

The Governing Board believes that all students deserve an education that challenges them to meet their fullest potential. The Board shall provide gifted and talented students opportunities for learning commensurate with their particular abilities and talents.

Programs for gifted and talented students may include special day classes, part-time and cluster groupings which shall be planned and organized as an integrated, differentiated learning experience within the regular school day. These programs may be augmented or supplemented with other differentiated activities related to the core curriculum using such strategies as independent study, acceleration, postsecondary education, and enrichment. (Education Code 52206)

(cf. 5123 - Promotion/Acceleration/Retention)  
(cf. 6141.5 - Advanced Placement)  
(cf. 6146.11 - Alternative Credits Toward Graduation)  
(cf. 6158 - Independent Study)  
(cf. 6177 - Summer School)

The Board shall determine the most appropriate curricular components for participating students. Each participating student's program shall include an academic component and, as appropriate, instruction in basic skills. (Education Code 52206)

The Superintendent or designee shall ensure the full participation of eligible students regardless of their ethnic, cultural, linguistic, or economic background.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 6174 - Education for English Language Learners)

Staff development shall be provided to support teachers of gifted and talented students in understanding the unique learning styles and abilities of these students and in developing appropriate instructional strategies.

(cf. 4131 - Staff Development)

The Board shall regularly evaluate the effectiveness of the district's program in meeting the needs of gifted and talented students.

(cf. 0500 - Accountability)  
(cf. 6190 - Evaluation of the Instructional Program)

The Superintendent or designee shall designate a district coordinator to be responsible for all aspects of the program. In addition, the Superintendent or designee shall appoint an advisory committee to support the needs of the program and to assist in program planning, implementation, and evaluation. The committee shall include the program coordinator, parents/guardians, staff, community members, and students as appropriate.

(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

**Legal Reference:**

**EDUCATION CODE**

48800-48802 Enrollment of gifted students in community college

51740 Instruction by correspondence

51745-51749.3 Independent study programs

52200-52212 Gifted and Talented Pupil Program

76001 Enrollment in community college

76002 Community college courses

**CODE OF REGULATIONS, TITLE 5**

1633 Instruction by correspondence

3820-3870 Gifted and Talented Pupil Program

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Recommended Standards for Programs for Gifted and Talented Students, adopted  
October 2001, rev. September 2005

**WEB SITES**

California Association for the Gifted: <http://www.cagifted.org>

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

National Association for Gifted Children: <http://www.nagc.org>

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
adopted: June 7, 2006      Antelope, California

# CSBA Sample

## Administrative Regulation

Instruction

AR 6172(a)

### GIFTED AND TALENTED STUDENT PROGRAM

Note: The following optional administrative regulation is for use by districts that elect to offer a gifted and talented education (GATE) program pursuant to Education Code 52200-52212.

#### Definitions

A *gifted and talented student* is a student enrolled in a public school who is identified as possessing demonstrated or potential abilities that give evidence of high performance capability in categories selected by the Governing Board. (Education Code 52201)

A *highly gifted student* is one who has achieved a measured intelligence quotient of 150 or more points on an assessment of intelligence administered by qualified personnel or has demonstrated extraordinary aptitude and achievement in language arts, mathematics, science, or other academic subjects, as evaluated and confirmed by both the student's teacher and principal. Highly gifted students shall generally constitute not more than one percent of the student population. (Education Code 52201)

A *special day class* for gifted and talented students consists of one or more classes totaling a minimum school day where each class: (5 CCR 3840)

1. Is composed of students identified as gifted and talented
2. Is designed to meet the specific academic needs of gifted and talented students for enriched or advanced instruction and is appropriately differentiated from other classes in the same subjects at the school
3. Is taught by a teacher who has specific preparation, experience, personal attributes, and competencies in the teaching of gifted children

A *part-time grouping* is one in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day and those classes are composed of identified gifted and talented students. (5 CCR 3840)

A *cluster grouping* is one in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher. (5 CCR 3840)

*Independent study* provides additional instructional opportunities supervised by a certificated district employee through special tutors or mentors or through enrollment in correspondence courses specified in Education Code 51740 and 5 CCR 1633. (5 CCR 3840)

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

*(cf. 6158 - Independent Study)*

*Acceleration* means that students are placed in grades or classes more advanced than those of their chronological age group and are provided special counseling and/or instruction outside the regular classroom in order to facilitate their advanced work. (5 CCR 3840)

*(cf. 5123 - Promotion/Acceleration/Retention)*

*Postsecondary education opportunities* offer students the opportunity to attend classes conducted by a college or community college or to participate in Advanced Placement programs. (5 CCR 3840)

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

*Enrichment activities* are supplemental educational activities that augment students' regular educational programs in their regular classrooms. Students use advanced materials and/or receive special opportunities from persons other than the regular classroom teacher. (5 CCR 3840)

### **Program Coordinator**

Note: The following optional section may be revised to reflect district practice. Education Code 52212 requires that the district's application for program funding designate a person who will fulfill specified program oversight responsibilities. The California Department of Education's (CDE) Gifted and Talented Education Program Resource Guide lists sample duties of the district coordinator.

The Superintendent or designee shall appoint a district coordinator for the gifted and talented education (GATE) program who has demonstrated experience and knowledge in gifted education and/or has opportunities to gain or continue such experience and knowledge.

*(cf. 4131 - Staff Development)*

*(cf. 4331 - Staff Development)*

Responsibilities of the district's GATE coordinator shall include program development and implementation, identification procedures, fiscal management, and the collection of auditable records for evaluation. (Education Code 52212)

Note: The following paragraph is optional. The CDE's Gifted and Talented Education Program Resource Guide lists sample duties of site-level program coordinators for use by districts that choose to establish such positions.

The Superintendent or designee also may appoint a GATE coordinator at each school site who shall be responsible for implementation of program services at that school site.

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

### **Program Plan**

Note: 5 CCR 3831 requires the district to develop a written plan with specified components and to make the plan available to the public. During the Categorical Program Monitoring process, the CDE will review whether the district's plan contains the required components.

The Superintendent or designee shall develop a written plan which describes the differentiated curricula for the program and the methods used to examine the appropriateness of participating students' total educational experience. The plan shall include the components specified in 5 CCR 3831. (5 CCR 3831)

Note: The following optional paragraph is for use by districts that incorporate GATE funding into School-Based Program Coordination (SBPC); see BP/AR 0420.1 - School-Based Program Coordination. In such cases, Education Code 64001 requires that each participating school site have a single plan for student achievement which incorporates the components of the SBPC plan as specified in Education Code 52853, including, but are not limited to, instructional and auxiliary services to meet the needs of GATE students.

Whenever a school's GATE program is incorporated into School-Based Program Coordination, its school site council shall address the needs of GATE students within the school's single plan for student achievement. (Education Code 52853, 64001)

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

*(cf. 0420.1 - School-Based Program Coordination)*

### **Identification of Gifted and Talented Students**

The Superintendent or designee shall design methods to seek out and identify gifted and talented students from varying linguistic, economic, and cultural backgrounds whose extraordinary capacities require special services and programs. (5 CCR 3820)

Note: The following optional paragraph may be revised to reflect district practice. The CDE's Gifted and Talented Education Program Resource Guide contains sample forms for obtaining parent/guardian permission for student testing and for program participation.

Students may be recommended for the GATE program by administrators, teachers, counselors, other staff, or parents/guardians. Parent/guardian consent shall be obtained before administering any assessments for the sole purpose of identifying students for this program.

Note: Pursuant to Education Code 52202 and 5 CCR 3822, the Board may determine the categories of abilities for which students may be identified for the GATE program; see the accompanying Board policy. 5 CCR 3823 describes appropriate data that may be used to determine whether students meet the criteria and requires that the range of data used by districts be broad enough to reveal gifts and talents across cultural, economic, and linguistic groups. The CDE's Gifted and Talented Education Program Resource Guide contains a resource list of commonly used instruments for identification of GATE students.

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

The district should select the items below which reflect data used by the district.

Students shall be selected for the program based on their demonstrated or potential ability for high performance in categories identified by the Board, as evidenced by any of the following indicators: (5 CCR 3823)

1. School, class, and individual student records
2. Individual tests, including summary and evaluation by a credentialed school psychologist
3. Group tests
4. Interviews and questionnaires of teachers, parents/guardians, and others
5. Student products
6. Opinions of professional persons

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

*(cf. 6162.5 - Student Assessment)*

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

Final determination of a student's eligibility shall be made by the Superintendent or designee. (5 CCR 3824)

Note: Pursuant to 5 CCR 3824, the following evaluation authorizes the use of an identification and placement committee. Districts that choose to establish such a committee may revise the following paragraph accordingly.

The Superintendent or designee shall base his/her decision upon the evaluation of pertinent evidence by the principal or designee, a classroom teacher familiar with the student's work, and, when appropriate, a credentialed school psychologist. An individual recognized as an expert in the gifted and talented category under consideration, and/or an individual who has in-depth understanding of the student's linguistic or cultural group, shall participate in the evaluation of the evidence unless there is no doubt as to the student's eligibility. These persons may review screening, identification, and placement data in serial order and shall be required to meet only as necessary to resolve any differences in assessment and recommendations. (5 CCR 3824)

In reviewing evidence of a student's abilities, the Superintendent or designee also shall consider the economic, linguistic, and cultural characteristics of the student's background and, when appropriate, studies of the factors contributing to the student's underachievement, including handicapping or disadvantaged conditions. (5 CCR 3823)

## **GIFTED AND TALENTED STUDENT PROGRAM (continued)**

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 6174 - Education for English Language Learners)*

Prior to a student's participation in the program, the Superintendent or designee shall obtain written consent from the student's parent/guardian. (5 CCR 3831)

Note: The following **optional** paragraph should be revised to reflect district practice. The State Board of Education's (SBE) Recommended Standards for Programs for Gifted and Talented Students recommends that the district establish an eligibility appeals process.

If the Superintendent or designee determines that a student is not eligible, the student's parent/guardian may appeal the decision. The Superintendent or designee may use a committee, including the district's GATE coordinator and certificated personnel, to review the student's evidence and determine whether the initial identification decision should be reversed.

Note: Education Code 52202 requires the district to "consider" identifying as gifted and talented any transfer student who was identified as a GATE student in his/her previous district, but does not require the district to continue that identification. Pursuant to 5 CCR 3831, the district's GATE plan must include a procedure for the consideration of the identification of transfer students. The following paragraph may be expanded to include any procedure established by the district, which may include a review of all the evidence used to identify the student in the previous district.

The Superintendent or designee shall consider identifying for the district's GATE program any student who has transferred from another district in which he/she was identified as a GATE student. (Education Code 52202; 5 CCR 3831)

Note: The following paragraphs are **optional** and should be revised to reflect district practice. The SBE's Recommended Standards for Programs for Gifted and Talented Students and the CDE's web site address the continuing eligibility of identified students and the need to re-examine previously unidentified students.

Because students who do not initially meet district criteria for the GATE program may become eligible at a later grade level, the district may re-examine student eligibility whenever the district receives a referral through the process noted above or the Superintendent or designee determines it to be in the student's best interest.

Once identified as a GATE student, a student shall remain eligible even though services provided to the student may change.

(11/03 11/05) 7/08

# **Administrative Regulation**

## **AR 6172 Instruction**

### **Gifted And Talented Student Program**

#### **Definitions**

A gifted and talented student is a student enrolled in a public school who is identified as possessing demonstrated or potential abilities that give evidence of high performance capability in categories selected by the Governing Board. (Education Code 52201)

A highly gifted student is one who has achieved a measured intelligence quotient of 150 or more points on an assessment of intelligence administered by qualified personnel or has demonstrated extraordinary aptitude and achievement in language arts, mathematics, science, or other academic subjects, as evaluated and confirmed by both the student's teacher and principal. Highly gifted students shall generally constitute not more than one percent of the student population. (Education Code 52201)

A special day class for gifted and talented students consists of one or more classes totaling a minimum school day where each class: (5 CCR 3840)

1. Is composed of students identified as gifted and talented
2. Is designed to meet the specific academic needs of gifted and talented students for enriched or advanced instruction and is appropriately differentiated from other classes in the same subjects at the school
3. Is taught by a teacher who has specific preparation, experience, personal attributes, and competencies in the teaching of gifted children

A part-time grouping is one in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day and those classes are composed of identified gifted and talented students. (5 CCR 3840)

A cluster grouping is one in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher. (5 CCR 3840)

Independent study provides additional instructional opportunities supervised by a certificated district employee through special tutors or mentors or through enrollment in correspondence courses specified in Education Code 51740 and 5 CCR 1633. (5 CCR 3840)

(cf. 6158 - Independent Study)

Acceleration means that students are placed in grades or classes more advanced than those of their chronological age group and are provided special counseling and/or instruction outside the regular classroom in order to facilitate their advanced work. (5 CCR 3840)

(cf. 5123 - Promotion/Acceleration/Retention)

Postsecondary education opportunities offer students the opportunity to attend classes conducted by college or community college or to participate in Advanced Placement programs. (5 CCR 3840)

(cf. 6141.5 - Advanced Placement)

Enrichment activities are supplemental educational activities that augment students' regular educational programs in their regular classrooms. Students use advanced materials and/or receive special opportunities from persons other than the regular classroom teacher. (5 CCR 3840)

#### **Program Plan**

The Superintendent or designee shall develop a written plan for the district's program which shall include the components specified in 5 CCR 3831 and be designed in accordance with state program standards.

#### **Identification of Gifted and Talented Students**

Students shall be selected for the program based on their demonstrated or potential ability for high performance in accordance with the categories specified in Education Code 52202 and 5 CCR 3822.

Evidence of a student's capability shall include any of the data specified in 5 CCR 3823 and shall consider the economic, linguistic, and cultural characteristics of students' background. (5 CCR 3823)

(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6162.5 - Student Assessment)

The Superintendent or designee shall design methods to seek out and identify gifted and talented students from varying linguistic, economic, and cultural backgrounds and whose extraordinary capacities require special services and programs. (5 CCR 3820)

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

(cf. 6174 - Education for English Language Learners)

Prior to making a final determination of a student's eligibility, the pertinent evidence shall be evaluated by the student's principal or designee, a classroom teacher familiar with the student's work, and, when appropriate, a credentialed school psychologist. A person recognized as an expert in the gifted and talented category under consideration, and/or a person who has in-depth understanding of the student's linguistic or cultural group, shall participate in the evaluation of the evidence unless there is no doubt as to the student's eligibility. These persons shall meet as necessary to resolve any differences in assessment and recommendations. (5 CCR 3824)

The district's advisory committee on gifted and talented education shall make the final determination of a student's eligibility.

The Superintendent or designee shall identify as gifted and talented any student who has transferred from a district in which he/she was identified as a gifted and talented student.

Written consent shall be secured from a student's parent/guardian before he/she participates in the program. (5 CCR 3831)

#### **Community College Enrollment**

With parent/guardian consent, a principal may recommend students of any age or grade level for part-time enrollment in community college courses. For any particular grade level, a principal may not recommend for community college summer session attendance more than five percent of the total number of students who completed that grade immediately prior to the time of recommendation unless all of the criteria specified in Education Code 48800 are satisfied. (Education Code 48800)

The principal may only recommend a student for community college summer session if that student satisfies both of the following conditions: (Education Code 48800)

1. Demonstrates adequate preparation in the discipline to be studied
2. Exhausts all opportunities to enroll in an equivalent course, if any, at his/her school of attendance

If a community college course is to be held at a district high school campus, the Board shall define, at a regularly scheduled meeting, the times that the campus will be closed to the general public. (Education Code 76002)

Special part-time students may enroll in up to 11 units per semester, or the equivalent, in a community college. Such students shall receive credit for community college courses that they complete at a level jointly determined appropriate by the Board and the community college governing board. (Education Code 48800, 76001)

**Any student's parent/guardian may petition the Board to authorize the student to attend a community college as a special full-time student if he/she believes the student would benefit from advanced scholastic or vocational work that would thereby be available. (Education Code 48800.5)**

**If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented as defined above, the Board shall issue its written recommendation and the reasons for the denial within 60 days. The written recommendation and denial shall be issued at the next regularly scheduled Board meeting that falls at least 30 days after the request has been submitted. (Education Code 48800, 48800.5)**

**Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: June 7, 2006      Antelope, California**

# Add

## CSBA Sample Board Policy

### Instruction

BP 6172.1(a)

### CONCURRENT ENROLLMENT IN COLLEGE CLASSES

Note: The following **optional** policy may be revised to reflect district practice. Education Code 48800-48802 and 76000-76002 authorize enrollment in community college courses as an option for a limited number of district students to benefit from advanced scholastic or career technical work.

In addition, a limited number of school districts receive funding through the Foundation for California Community Colleges to operate Early College High Schools. These schools are designed so that students can achieve two years of college credit at the same time they are earning a high school diploma, and are targeted toward student groups that historically have below-average high school and college graduation rates (e.g., low-income, at-risk, English language learner, and minority students). For more information, see the Foundation's or California Department of Education's (CDE) web site.

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements or career technical education preparation, and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

*(cf. 6143 - Courses of Study)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.1 - Regional Occupational Center/Program)*

Note: The following paragraph is **optional**. Education Code 51225.3 provides that completion of postsecondary courses may be used as an alternative means of satisfying high school graduation requirements when approved by the Governing Board. According to the CDE, students enrolled in college classes will receive credit from the postsecondary institution but, pursuant to Education Code 48800-48802 and 76001-76002 and as a result of the repeal in 2005 of 5 CCR 1630, the district has discretion to determine whether completion of such courses will receive credit from the district. See BP 6146.11 - Alternative Credits Toward Graduation.

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

### Approval of Concurrent Enrollment

Note: Although the Board may approve students for postsecondary classes in accordance with Education Code 48800 and 48800.5, the decision to admit a student into a postsecondary class rests with the college. Pursuant to Education Code 76002, a community college may restrict the admission of special part-time or full-time students based on age, completion of a specified grade level, and/or demonstrated eligibility for

## CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

instruction using assessment methods and procedures approved by the Board of Governors of the California Community Colleges. Education Code 76001 requires that community colleges assign a low enrollment priority to special part-time or full-time students in order to ensure that they do not displace regularly admitted students.

The following optional paragraph may be revised to reflect criteria for approval established by the Board.

The Board may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Board may authorize a student to apply for attendance at a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Note: Education Code 48800 provides a five percent enrollment cap on the number of students at each grade level that may be recommended for community college summer session. However, this enrollment cap does not include students who are enrolled in college-level lower division general education courses or in career technical education courses leading to a degree or certificate in the subject area, under the conditions specified in Education Code 48800.

In addition, the enrollment cap does not apply to courses necessary to assist students in passing the high school exit examination when the enrolled student is a high school senior who has completed, or will complete by the end of the summer session, all graduation requirements except for passage of the exit exam. Such courses must not offer the student college credit in English language arts or mathematics.

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at his/her school of attendance. (Education Code 48800)

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

Any student's parent/guardian may petition the Board to authorize full-time attendance at a community college if he/she believes the student would benefit from advanced scholastic or career technical work that would be available. (Education Code 48800.5)

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented as defined in Education Code 52201, the Board shall issue its written recommendation and the reasons for the denial within 60 days. The written recommendation and denial shall be issued at the next regularly scheduled Board meeting that falls at least 30 days after the request has been submitted. (Education Code 48800, 48800.5)

## CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

Note: Pursuant to Education Code 48800.5, if the Board denies any student's petition for full-time enrollment in a community college, the student's parent/guardian may file an appeal with the County Board, which must render a final decision, in writing, within 30 days.

### Program Evaluation

Note: The following optional section should be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating the district's program.

~~The Superintendent or designee shall regularly report to the Board regarding the number of district students participating in the concurrent enrollment option, their success in completing in postsecondary courses, and any impact on their achievement in district courses.~~

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

### Legal Reference:

#### EDUCATION CODE

46145-46147 Minimum day, high school

48800-48802 Enrollment of gifted students in community college

51225.3 Alternative means of satisfying graduation requirements

52200-52212 Gifted and talented education program

76000-76002 Enrollment in community college

### Management Resources:

#### WEB SITES

California Community Colleges System: <http://www.cccco.edu>

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

California Postsecondary Education Commission: <http://www.cpec.ca.gov>

California State University: <http://www.calstate.edu>

Foundation for California Community Colleges, Early College High School Initiative:  
<http://www.foundationccc.org/ECHS>

University of California: <http://www.universityofcalifornia.edu>

# Add

## CSBA Sample Administrative Regulation

### Instruction

AR 6172.1(a)

### CONCURRENT ENROLLMENT IN COLLEGE CLASSES

#### Credit

Note: Pursuant to Education Code 48800-48802 and 76001-76002, and as a result of the repeal of 5 CCR 1630 in 2005, the district has discretion to determine whether to grant credit for completion of postsecondary courses; see the accompanying Board policy. Education Code 51225.3 authorizes the Governing Board to grant credit for such courses as an alternative means of satisfying high school graduation requirements; see BP 6146.11 - Alternative Credits Toward Graduation.

Special part-time students may enroll in up to 11 units per semester, or the equivalent, in a community college. Such students shall receive credit for community college courses that they complete in an amount jointly determined appropriate by the district and the community college governing board. (Education Code 48800, 76001)

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

Note: According to the California Department of Education, concurrent enrollment requires an agreement between the parties on appropriate forms provided by the postsecondary institution. The following optional paragraph may be revised to reflect district practice.

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, principal, and college representative. The student shall be informed whether the credits to be earned are considered academic credits or elective credits and whether the course would need to be completed again during the college years to satisfy college requirements.

To receive district credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade.

*(cf. 5125 - Student Records)*

#### Minimum School Day

Except under the conditions specified in Education Code 46146, the minimum day of attendance in district schools shall be 180 minutes for any student who is enrolled part-time in a community college and any student in grades 11-12 who is enrolled part-time in the California State University or University of California, when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses. (Education Code 46146, 48801)

## **CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)**

*(cf. 6112 - School Day)*

A student enrolled full-time at a community college shall be exempted from full-time attendance in the district's regular education program. (Education Code 48800.5)

*(cf. 5112.1 - Exemptions from Attendance)*

However, both part-time and full-time community college students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law. (Education Code 48800.5, 48801)

### **Community College Classes on High School Campus**

Note: The following optional section is for use by districts that maintain high schools. Education Code 76002 details criteria that must be satisfied before the community college district can claim state apportionment for high school students, including the fact that any community college class offered on a high school campus cannot be held during the time the campus is closed to the general public, as defined by the Board at a regularly scheduled meeting.

If a community college class is to be offered at a district high school campus, the class shall not be held during the time the campus is closed to the general public. (Education Code 76002)

Add

## CSBA Sample Board Policy

Instruction

BP 6178.2(a)

### REGIONAL OCCUPATIONAL CENTER/PROGRAM

Note: The following policy is for use by any district with high school students who attend a Regional occupational center or program (ROC/P). ROC/Ps established pursuant to Education Code 52300-52335.6 allow students from various schools or districts to attend career technical education programs at a designated facility, regardless of the geographic location of their residence in a county or region, and are intended to provide advanced, focused occupational training. ROC/P classes also may be held on high school campuses.

The Governing Board desires to provide opportunities for district students to receive specialized training and career technical skills through a regional occupational center or program (ROC/P) that prepares them for employment, advanced training, or postsecondary education.

*(cf. 6112 - School Day)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.1 - Work Experience Education)*

Note: Education Code 52301 authorizes the establishment of an ROC/P by (1) the County Superintendent of Schools, with the approval of the State Board of Education (SBE); (2) two or more districts through a joint powers agreement (JPA), with the approval of the SBE and the County Superintendent; or (3) a single district with an average daily attendance (ADA) of 50,000 or more located in a class 1 county or a district with an ADA of 100,000 or more located in a class 2 county, as defined in Education Code 1205.

The district should select the appropriate option below.

#### OPTION 1: (Participation in County-Operated ROC/P)

Note: The following paragraphs are for use by districts whose students participate in an ROC/P maintained by the County Superintendent. Pursuant to Education Code 52310.5, the governing board of a county ROC/P is the County Board of Education. The following option reflects information provided in the California Department of Education's (CDE) Regional Occupational Centers and Programs Operations Handbook regarding this type of delivery system and should be revised to reflect district practice.

The district shall refer eligible students to an ROC/P that has been established by the County Superintendent of Schools and is under the governance of the County Board of Education. (Education Code 52301, 52310.5)

The Board and Superintendent or designee shall maintain effective communications with the County Board and County Superintendent in order to ensure that district students receive a high-quality career technical program. The Superintendent or designee shall work with the County Superintendent to identify appropriate means for the district to provide input into ROC/P program development, budget adoption, program evaluation, and other matters.

## REGIONAL OCCUPATIONAL CENTER/PROGRAM (continued)

The Board may enter into a contract with the county-operated ROC/P to provide district teachers, student support services, facilities, or other services to students enrolled in the ROC/P.

### **OPTION 2: (Multidistrict JPA)**

Note: The following paragraphs are for use by districts that participate in the operation of an ROC/P through a JPA with one or more other districts. Pursuant to Education Code 52310.5, the governing board of an ROC/P maintained by two or more districts consists of at least one member of the board of each participating school district, selected by the board of that district. The following option reflects information provided in the CDE's Regional Occupational Centers and Programs Operations Handbook regarding this type of delivery system and should be revised to reflect district practice.

~~The district shall jointly operate an ROC/P with one or more other school districts in accordance with the terms of a joint powers agreement (JPA). The Board shall select one or more members of the Board to represent the district on the governing board of the ROC/P. (Education Code 52301, 52310.5)~~

~~Board members selected to represent the district on the governing board of the ROC/P shall communicate to that body the district Board's positions on matters pertaining to ROC/P program development, budget adoption, program evaluation, and other issues as directed by the Board.~~

~~When specified in the JPA, the district may provide teachers, student support services, facilities, or other services to students enrolled in the ROC/P.~~

~~The Superintendent or designee shall maintain effective communications with the administrator and staff of the ROC/P and shall ensure that the district is fulfilling its responsibilities as delineated under the JPA.~~

### **OPTION 3: (Single District ROC/P)**

Note: The following paragraphs are for use by districts that individually operate their own ROC/P. Pursuant to Education Code 52310.5, the governing board of an ROC/P maintained by a single school district is the board of that school district.

Districts operating their own ROC/Ps should review all applicable legal requirements, the CDE's Regional Occupational Centers and Programs Operations Handbook, and the CDE's Model Programs and Practices which presents standards and quality indicators used to recognize exemplary programs in the areas of curriculum and instruction, student accomplishments, community involvement and collaboration, business services, organizational structure, personnel services, program accountability, and student support services. The district may choose to maintain a separate policy manual and administrative regulations governing the operations of the ROC/P.

## **REGIONAL OCCUPATIONAL CENTER/PROGRAM (continued)**

~~The district shall operate its own ROC/P, with the district Board serving as the governing board of the ROC/P. (Education Code 52301, 52310.5)~~

~~The Board shall adopt and regularly review the mission, goals, budget, curriculum, and policies of the ROC/P to ensure that the program is focused on student learning and meets all applicable state and federal laws, regulations, and standards.~~

~~The Board shall establish an employer advisory board to perform the duties specified in Education Code 52302.2. The employer advisory board shall be composed of representatives of trade organizations and businesses or government agencies that hire a significant number of employees each year and require the skills and knowledge that are taught in the course sequence(s) in that occupational area, as well as at least one representative from a school district career technical educational advisory committee. (Education Code 52302.2)~~

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

### **Student Eligibility and Participation**

Note: The following section applies to all districts with students attending an ROC/P of any type.

Education Code 52314 provides that high school students must have priority for enrollment in ROC/P classes and Education Code 52302.5 requires priority for services to be given to students ages 16-18. Participation by students under age 16 generally requires an approved comprehensive high school plan pursuant to Education Code 52314. Education Code 52302.8 establishes limits for state funding for adult students and provides that the ROC/P may contract with a community college district to provide classes to adult students.

To enroll in the ROC/P on a part-time or full-time basis, a district high school or adult student must have his/her admittance approved by the ROC/P based on a determination that he/she will benefit from the program. To be eligible, a student must be at least 16 years of age, unless he/she meets one of the conditions specified in Education Code 52314. (Education Code 52314, 52314.5, 52315)

*(cf. 5147 - Dropout Prevention)*

*(cf. 6200 - Adult Education)*

Note: If the district chooses to enroll adult students in ROC/P courses during the school day on a high school campus, then Education Code 52314 mandates that the district Board adopt policy specifically authorizing such enrollment, as provided below.

Adult students may have access to ROC/P classes offered on high school campuses during the school day.

## REGIONAL OCCUPATIONAL CENTER/PROGRAM (continued)

Note: The following paragraph is optional. Pursuant to Education Code 48410 and 48432, the Governing Board may exempt from continuation education a student who is enrolled in an ROC/P; see AR 5112.1 - Exemptions from Attendance and BP/AR 6184 - Continuation Education. In addition, a student who attends an ROC/P may be exempted from physical education courses under the conditions specified in Education Code 52316; see BP 6142.7 - Physical Education.

A student who is attending an ROC/P may be exempted from the district's full-time compulsory continuation education program and/or physical education in accordance with law, Board policy, and administrative regulation. (Education Code 48410, 52316)

*(cf. 5112.1 - Exemptions from Attendance)*

*(cf. 6142.7 - Physical Education)*

*(cf. 6184 - Continuation Education)*

Note: The following paragraph is optional. Education Code 51225.3 requires the Board to adopt alternative means for completing the prescribed course of study required for high school graduation. Education Code 51225.3 and 52310 provide that one such alternative means may include completion of courses offered through an ROC/P; see BP 6146.11 - Alternative Credits Toward Graduation. Students fulfilling course requirements through an ROC/P are still subject to the requirements of Education Code 60850-60859 to successfully pass the high school exit examination as a condition of high school graduation; see BP/AR 6146.1 - High School Graduation Requirements and BP/AR 6162.52 - High School Exit Examination.

According to the CDE, students who complete the ROC/P training receive certificates typically indicating the competencies they have mastered. Depending on the course, students may also receive industry certification that is recognized regionally, statewide, or nationally. In addition, many ROC/P courses are articulated with a local community college district and also award college credit upon successful completion.

Credits earned from courses completed in an ROC/P may be applied toward fulfillment of high school graduation course requirements. (Education Code 51225.3, 52310)

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

### Student Services

Note: The following optional section applies to all districts with students attending an ROC/P of any type.

Education Code 52311 authorizes the district to provide or arrange for transportation between the district school and the ROC/P. The district may charge a fee for such service in accordance with Education Code 39807.5. See AR 3250 - Transportation Fees, AR 3260 - Fees and Charges, and BP 3541 - Transportation Routes and Services.

The district may provide or arrange for transportation to the ROC/P in accordance with law, Board policy, and administrative regulation.

*(cf. 3250 - Transportation Fees)*

## **REGIONAL OCCUPATIONAL CENTER/PROGRAM (continued)**

*(cf. 3260 - Fees and Charges)*

*(cf. 3541 - Transportation Routes and Services)*

Note: Pursuant to Education Code 52378, districts participating in the Supplemental School Counseling Program for grades 7-12 are required to provide an opportunity for counselors to meet with students and parents/guardians to explain available educational options, including ROC/Ps if such programs are available to district students; see AR 6164.2 - Guidance/Counseling Services.

The district's academic counseling program shall be designed to increase students' awareness of available educational options aligned with their career goals, including, as appropriate, career technical programs offered through the ROC/P.

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

### **Program Evaluation**

Note: The following **optional** section applies to all districts with students attending an ROC/P of any type.

Pursuant to Education Code 52304.1, the review and assessment described below are the responsibility of each district maintaining a high school.

The Board shall annually hold a public hearing to review and assess the participation of district students in grades 11-12 in the ROC/P and shall adopt an annual plan to increase participation of students in this program, unless it is determined that there are no additional district students who would benefit from this participation. (Education Code 52304.1)

Note: The following **optional** paragraph may be revised to reflect district practice. ROC/Ps that receive funding under the federal Carl D. Perkins Career and Technical Education Act of 2006 (20 USC 2301-2414) must annually submit a program evaluation to the CDE which includes enrollment and outcome data; also see BP/AR 6178 - Career Technical Education. Pursuant to Education Code 52335.12, when longitudinal data on students enrolled in ROC/Ps can be disaggregated from the California longitudinal student achievement data system established pursuant to Education Code 60900, each ROC/P will be expected to annually report to the CDE on the academic and workforce preparation progress of the secondary students enrolled in the ROC/P as a condition of receiving additional funding based on ADA.

The Board also shall review student achievement data for participating district students.

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

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

*Legal Reference: (see next page)*

## REGIONAL OCCUPATIONAL CENTER/PROGRAM (continued)

### *Legal Reference:*

#### EDUCATION CODE

1205 Classification of counties  
37223 Weekend classes  
39807.5 Transportation to ROC/P, parent/guardian payment  
41850 Transportation to ROC/P, apportionments  
44910 Permanent employment status; preclusion of ROC/P service  
46140 Attendance credit  
46300 Computation of average daily attendance  
48410 Exemption from compulsory continuation education  
48430-48433 Continuation education, ROC/P classes  
51225.3 Requirements for graduation  
52300-52335.6 Regional occupational centers/programs  
52378 Supplemental school counseling program, grades 7-12  
60850-60859 High school exit examination  
60900 California longitudinal student achievement data system

#### GOVERNMENT CODE

6500-6536 Joint powers agreements

#### LABOR CODE

3368 Workers' compensation, responsibility in jointly operated ROC/P

#### UNEMPLOYMENT INSURANCE CODE

15037.1 Education and job training, performance accountability

#### CODE OF REGULATIONS, TITLE 5

10080-10092 Community classrooms  
10100-10111 Cooperative vocational education  
11500-11508 Regional occupational centers and programs

#### UNITED STATES CODE, TITLE 20

2301-2414 Carl D. Perkins Career and Technical Education Act of 2006  
6319 Highly qualified teachers

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

2008-2012 State Plan for Career Technical Education

Regional Occupational Centers and Programs Operations Handbook March 2008

Model Programs and Practices: Setting Standards for Regional Occupational Centers and Programs (ROCPs), rev. October 2007

Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007

California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, May 2005

#### WEB SITES

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

Association for Career and Technical Education: <http://www.acteonline.org>

California Association of Regional Occupational Centers and Programs: <http://www.carocp.org>

California Department of Education, ROC/P: <http://www.cde.ca.gov/ci/ct/rp>

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

Add

## CSBA Sample Board Policy

Facilities

BP 7160(a)

### CHARTER SCHOOL FACILITIES

Note: The following optional policy and administrative regulation should be modified to reflect district practice.

Education Code 47614, as added by Proposition 39 (operative November 8, 2000), requires that, upon request by a charter school, a district make facilities available to the charter school that are reasonably equivalent to those in other district schools. The State Board of Education has developed implementing regulations (5 CCR 11969.1-11969.10). These regulations were substantially revised and amended in January 2008 and became operative on March 29, 2008. Thus, the new requirements in the amended regulations are applicable to requests for facilities submitted to districts by charter schools beginning in the fall of 2008 for the 2009-10 school year. Although the revised regulations are likely to be challenged in court, districts must begin implementing the new requirements until a decision is reached.

Upon request by a charter school operating within the district, the Governing Board shall provide facilities in accordance with law, Board policy, and administrative regulation.

(cf. 0420.4 - Charter Schools)

(cf. 7110 - Facilities Master Plan)

Note: The district is required to grant facilities, upon request, to a charter school "operating in the district." As specified in Education Code 47614 and 5 CCR 11969.2, a charter school is "operating in the district" when certain conditions are satisfied, including the identification by the charter school of at least 80 in-district students who are meaningfully interested in enrolling in that charter school. As amended by Register 2008, No. 9, 5 CCR 11969.2 clarifies that the district must provide facilities regardless of whether the district is or will be the chartering authority or whether the charter school has a facility within district boundaries.

A charter school must be operating in the district as defined in Education Code 47614 before it submits a request for facilities. A new or proposed charter school operating within the district is eligible to request facilities for a particular fiscal year only if it submits its charter petition before November 1 of the fiscal year preceding the year for which facilities are requested. A new charter school is entitled to be allocated and/or provided access to facilities only if it receives approval of the petition before March 15 of the fiscal year preceding the year for which facilities are requested. (5 CCR 11969.9)

Note: Pursuant to Education Code 47614, facilities provided to the charter school must be contiguous, furnished, and equipped. In addition, the facilities must be sufficient to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools in the district. As amended by Register 2008, No. 9, 5 CCR 11969.1-11969.10 specify a detailed process and timelines that the district must follow in evaluating the charter school's request for facilities. See the accompanying administrative regulation.

## CHARTER SCHOOL FACILITIES (continued)

When determining whether the offered facilities are "reasonably equivalent," 5 CCR 11969.3 requires the district to develop a comparison group of district-operated schools with similar grade levels of the charter school. The district must then compare the capacity and condition of the comparison group schools with the offered facilities using the formulas and factors specified in 5 CCR 11969.3.

The Superintendent or designee shall ensure that requests received are evaluated and processed in accordance with law, Board policy, and administrative regulation.

Note: Pursuant to 5 CCR 11969.2, charter school facilities may be located at more than one site if the charter school's students cannot be "accommodated" on any single district site, provided that the district minimizes the number of sites and considers student safety. The term "accommodated" is not defined in law, and the extent to which a district may need to reorganize existing district programs at a site in order to "accommodate" the charter school students is unclear. 5 CCR 11969.2, as amended by Register 2008, No. 9, clarifies that when evaluating and accommodating a charter school's request, the charter school's in-district students must be given the same consideration as students in district-run schools, subject to the requirement that the facilities provided to the charter school be contiguous. See the accompanying administrative regulation.

If the district's preliminary or final offer of facilities does not accommodate the charter school at a single school site, 5 CCR 11969.2, as amended, requires the Governing Board to first make a finding that the charter school cannot be accommodated at a single school site and to adopt a written statement of reasons explaining the finding. In Ridgecrest Charter School v. Sierra Sands Unified School District, an appellate court held that a district must begin with the assumption that all charter school students will be assigned to a single school site and then adjust other factors to accommodate this goal. How those factors will be weighed and whether those factors would make a single school site feasible will be a case-by-case determination. Districts with questions on this issue should consult legal counsel.

If the district's preliminary proposal or final notification of space does not accommodate the charter school at a single school site, the Board shall consider the offer, make a specific finding that the district cannot accommodate the charter school's students at a single school site, and adopt a written statement of reasons explaining the finding. (5 CCR 11969.2)

*Legal Reference: (see next page)*

## CHARTER SCHOOL FACILITIES (continued)

### *Legal Reference:*

#### EDUCATION CODE

17070.10-17080 *Leroy F. Greene School Facilities Act of 1998, including:*

17078.52-17078.66 *Charter schools facility funding; state bond proceeds*

17280-17317 *Field Act*

46600 *Interdistrict attendance agreements*

47600-47616.5 *Charter Schools Act of 1992, as amended*

48204 *Residency requirements for school attendance*

#### GOVERNMENT CODE

53094 *Authority to render zoning ordinance inapplicable*

53097.3 *Charter school ordinances*

#### CODE OF REGULATIONS, TITLE 2

1859.2 *Definitions*

1859.31 *Classroom inventory*

1859.160-1859.171 *Charter school facilities program, new construction*

#### CODE OF REGULATIONS, TITLE 5

11969.1-11969.10 *Charter school facilities*

#### COURT DECISIONS

*Ridgecrest Charter School v. Sierra Sands Unified School District* (2005) 130 Cal.App.4<sup>th</sup> 986

*Sequoia Union High School District v. Aurora Charter High School* (2003) 112 Cal.App.4<sup>th</sup> 185

#### ATTORNEY GENERAL OPINIONS

80 *Ops. Cal. Atty. Gen.* 52 (1997)

### *Management Resources:*

#### CSBA PUBLICATIONS

*Charter Schools: A Manual for Governance Teams*, rev. 2008

#### WEB SITES

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

California Department of Education, Charter Schools Office: <http://www.cde.ca.gov/sp/cs>

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

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

# CSBA Sample

## Administrative Regulation

Facilities

AR 7160(a)

### CHARTER SCHOOL FACILITIES

Note: Education Code 47614, as added by Proposition 39 (operative November 8, 2000), requires that districts make available to eligible charter schools facilities that are reasonably equivalent to those in other district schools. The State Board of Education has developed implementing regulations (5 CCR 11969.1-11969.10). These regulations were substantially revised and amended in January 2008 and became operative on March 29, 2008. Thus, the new requirements in the amended regulations are applicable to requests for facilities submitted to districts by charter schools beginning in the fall of 2008 for the 2009-10 school year. Although the revised regulations are likely to be challenged in court, until a decision is reached, districts must begin implementing the new requirements, as reflected in the provisions below.

#### Definitions

*Average daily classroom attendance (ADA) or classroom ADA* is ADA for classroom-based apportionment as used in Education Code 47612.5. (5 CCR 11969.2)

*In-district classroom ADA* is classroom ADA attributable to in-district students. *In-district students* are those charter school students who are entitled to attend a district school. Students eligible to attend district schools based on an interdistrict attendance agreement or parent/guardian employment shall be considered students of the district where they reside. (5 CCR 11969.2)

(cf. 5111.1 - District Residency)

(cf. 5117 - Interdistrict Attendance)

Note: 5 CCR 11959.2 provides that the district need not provide facilities for nonclassroom-based charter school students, unless it so chooses. Items #1-2 below are optional.

The district may allow a charter school to include *nonclassroom ADA* in the ADA calculation only: (5 CCR 11969.2)

1. To the extent of the instructional time that the students generating the nonclassroom-based ADA are actually in the classroom under the direct supervision of and control of a charter school employee
2. If the district and charter school agree upon the time(s) that the facilities devoted to students generating the nonclassroom-based ADA will be used

Note: 5 CCR 11969.2 clarifies that the district need not be the authorizing entity, nor contain the charter school within its boundaries, in order to be responsible for the provision of facilities to an eligible charter school that satisfies the definition of "operating in the district," as specified below.

## CHARTER SCHOOL FACILITIES (continued)

An eligible charter school *operating in the district* is one that is either currently providing public education to in-district students or has identified at least 80 in-district students who are meaningfully interested in enrolling in the charter school for the following year, regardless of whether the district is or is proposed to be the chartering entity and whether or not the charter school has a facility inside the district's boundaries. (Education Code 47614; 5 CCR 11969.2)

Note: Register 2008, No. 9 amended 5 CCR 11969.2 to significantly expand the definition of "furnished and equipped" for purposes of calculating whether the offered facilities are reasonably equivalent, as specified below.

*Furnished and equipped* means the facilities include reasonably equivalent furnishing necessary to conduct classroom instruction and to provide for student services that directly support classroom instruction as found in the comparison group schools established under 5 CCR 11969.3(a) and that the facilities have equipment that is reasonably equivalent to the comparison group schools. *Equipment* means property that does not lose its identity when removed from its location and is not changed materially or consumed immediately (e.g., within one year). *Equipment* has relatively permanent value and its purchase increases the total value of the district's physical properties. Examples include furniture, vehicles, machinery, motion picture film, videotape, furnishings that are not an integral part of the building or building system, and certain intangible assets such as major software programs. Furnishings and equipment acquired for a school site with nondistrict resources are excluded when determining reasonable equivalence. (5 CCR 11969.2)

### Determination of Reasonably Equivalent Facilities

The district shall provide facilities to a charter school sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. (Education Code 47614; 5 CCR 11969.3)

Note: In determining whether the offered facilities are sufficient to accommodate the charter school students in "reasonably equivalent" conditions, 5 CCR 11969.3 requires the district to develop a comparison group of district-operated schools with similar grade levels. As amended by Register 2008, No. 9, 5 CCR 11969.3 provides that if none of the district-operated schools has grade levels similar to the charter school, then a "reasonably equivalent" facility is an existing facility most consistent with the needs of students in the grade levels served at the charter school. 5 CCR 11969.3, as amended, states that the district is not required to modify a school site to accommodate the charter school's grade-level configuration; however, the district and charter school may enter into an agreement to modify an existing school site with the costs to be paid exclusively by the charter school, the district, or jointly.

Once the comparison group is selected, the district must then compare the condition and capacity of the comparison group schools with the offered facilities, including an analysis of the ratio of teaching stations, specialized classroom space, and nonteaching space. Register 2008, No. 9 amended 5 CCR 11969.3 to significantly modify the calculation of the comparison group, capacity, and condition, as specified below.

**CHARTER SCHOOL FACILITIES (continued)**

*Reasonably equivalent conditions* shall be determined on the basis of: (5 CCR 11969.3)

1. A comparison group of district schools with similar grade levels, selected in accordance with 5 CCR 11969.3 (5 CCR 11969.3)

If a charter school's grade-level configuration is different from the configuration of the district's schools, the district is not obligated to pay for the modification of a school site to accommodate the charter school's configuration. (5 CCR 11969.3)

Note: 5 CCR 11969.3, as amended by Register 2008, No. 9, provides different methods for selecting the comparison group for districts with high schools depending on whether or not students in the district attend high school based on attendance areas. Districts maintaining high schools should select Option 1 or 2 below; districts without high schools should delete both options.

**~~OPTION 1: (Districts maintaining high schools with attendance areas)~~**

~~For high schools, the comparison group shall be the district-operated schools with similar grade levels that serve students living in the high school attendance area, as defined in Education Code 17070.15(b), in which the largest number of students of the charter school reside. The number of charter school students residing in a high school attendance area shall be determined using in-district classroom ADA projected for the fiscal year for which facilities are requested. (5 CCR 11969.3)~~

**OPTION 2: (Districts maintaining high schools without attendance areas)**

For high schools, the comparison group shall be the three schools in the district with similar grade levels that the largest number of students of the charter school would otherwise attend or if there are fewer than three schools with similar grade levels, then comparison group all schools in the district with similar grade levels. (5 CCR 11969.3)

2. Capacity, in accordance with 5 CCR 11969.3, including equivalency of the ratio of teaching stations (classrooms) to ADA as those provided to district students attending comparison group schools, as well as a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space. District ADA shall be determined using projections for the fiscal year and grade levels for which facilities are requested. (5 CCR 11969.3)

The number of teaching stations shall be determined using the classroom inventory prepared pursuant to 2 CCR 1859.31, adjusted to exclude classrooms identified as interim housing. *Interim housing* means the rental or lease of classrooms used to house students temporarily displaced as a result of the modernization of classroom

**CHARTER SCHOOL FACILITIES (continued)**

facilities, as defined in 2 CCR 1859.2, and classrooms used as emergency housing for schools vacated due to structural deficiencies or natural disasters. (5 CCR 11969.3)

The district shall allocate and/or provide access to nonteaching station space commensurate with the in-district classroom ADA of the charter school and the per-student amount of nonteaching station space in the comparison group schools. Nonteaching station space is all of the space that is not identified as teaching station space or specialized classroom space and includes, but is not limited to, administrative, kitchen, multipurpose room, and play area space. (5 CCR 11969.3)

3. Condition of facilities, as determined by assessing such factors as age of facilities (from last modernization), quality of materials, and state of maintenance, including: (5 CCR 11969.3)
  - a. School site size
  - b. Condition of interior and exterior surfaces
  - c. Condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes
  - d. Availability and condition of technology infrastructure
  - e. Condition of the facility as a safe learning environment, including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use
  - f. Condition of the facility's furnishing and equipment
  - g. Condition of athletic fields and/or play area space

*(cf. 7111 - Evaluating Existing Buildings)*

If a charter school was established through the conversion of an existing public school, the condition of the facility previously used by the district shall be considered to be reasonably equivalent for the first year the charter school uses the facility. (5 CCR 11969.3)

**Request and Provision of Facilities: Timelines and Procedures**

Note: Items #1-10 below reflect timelines and procedures specified in 5 CCR 11969.9 and Education Code 47614 for facilities requests and approvals. Register 2008, No. 9 amended 5 CCR 11969.9 to revise the process and modify and develop new timelines by which the charter school must submit a request for

**CHARTER SCHOOL FACILITIES (continued)**

facilities, express any objections to the district's ADA projection, or make a counter proposal to the district's preliminary proposal. 5 CCR 11969.9 was also amended relative to the timelines and procedure for the district to respond to the charter school's attendance projections, prepare a preliminary proposal, and submit a final notification regarding its offer of facilities. In addition, 5 CCR 11969.9 was amended to delete the provision that authorized the district and charter school to mutually establish different timelines and procedures other than those specified in 5 CCR 11969.1-11969.10.

The following procedures shall apply to a charter school's request for and the district's provision of facilities:

1. On or before November 1, a charter school shall submit a written request for facilities to the Superintendent or designee for the next fiscal year. The request shall include: (Education Code 47614; 5 CCR 11969.9)
  - a. Reasonable projections of in-district and total ADA and in-district and total classroom ADA, based on ADA claimed for apportionment, if any, in the fiscal year prior to the fiscal year in which the facilities request is made, adjusted for expected changes in enrollment in the forthcoming fiscal year
 

Projections of in-district ADA, in-district classroom ADA, and the number of in-district students shall be broken down by grade level and by the district school that the student would otherwise attend.
  - b. A description of the methodology for the projections
  - c. If relevant (i.e., when a charter school is not yet open or to the extent an operating charter school projects a substantial increase in ADA), documentation of the number of in-district students meaningfully interested in attending the charter school that is sufficient for the district to determine the reasonableness of the projection, but that need not be verifiable for precise arithmetical accuracy
  - d. The charter school's operational calendar
  - e. Information regarding the district's school site and/or general geographic area in which the charter school wishes to locate
  - f. Information on the charter school's educational program, if any, that is relevant to assignment of facilities

Note: Pursuant to 5 CCR 11969.9, the district may require the charter school to submit its request on a form available from the California Department of Education (CDE) or another form specified by the district. The district may also require the charter school to either distribute a reasonable number of copies of the request for review by other interested parties or otherwise make the request available for review. The following optional paragraph may be revised to reflect district practice.

**CHARTER SCHOOL FACILITIES (continued)**

In submitting a facilities request, the charter school shall use a form specified by the district. The charter school shall distribute, or otherwise make available for review, the written request to interested parties, including, but not limited to, parents/guardians and school staff.

2. On or before December 1, the district shall review the charter school's projections of in-district and total ADA and in-district and total classroom ADA, express any objections in writing, and state the projections the district considers reasonable. If the district does not express any objections in writing and state its own projections by the deadline, the charter school's projections are no longer subject to challenge and the district shall base its offer of facilities on those projections. (5 CCR 11969.9)
3. On or before January 2, the charter school shall respond to any objections expressed by the district and to the district's attendance projections provided pursuant to item #2 above. The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district pursuant to item #2. If the charter school does not respond by January 2, the district's projections provided pursuant to item #2 are no longer subject to challenge and the district shall base its offer of facilities on those projections. (5 CCR 11969.9)
4. On or before February 1, the district shall prepare a written preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. At a minimum, the preliminary proposal shall include: (5 CCR 11969.9)
  - a. The projections of in-district classroom ADA on which the proposal is based
  - b. The specific location(s) of the space
  - c. All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space
  - d. The projected pro rata share amount and a description of the methodology used to determine that amount
  - e. A list and description of the comparison group schools used in developing the district's preliminary proposal and a description of the difference between the preliminary proposal and the charter school's request submitted pursuant to item #1 above

<p>Note: Pursuant to 5 CCR 11969.2, charter school facilities must be "contiguous," meaning that the facilities are contained on the school site or immediately adjacent to the school site. However, 5 CCR 11969.2, as</p>
---

**CHARTER SCHOOL FACILITIES (continued)**

amended by Register 2008, No. 9, requires that, if the district's preliminary or final facilities offer does not accommodate the charter school's students at a single school site, the Governing Board must make that specific finding and adopt a written statement of reasons explaining the finding. See the accompanying Board policy.

In evaluating and accommodating the charter school's request, the charter school's in-district students shall be given the same consideration as students in the district's schools, subject to the requirement that the facilities provided must be contiguous. (5 CCR 11969.2)

*Contiguous facilities* are those facilities contained on a school site or immediately adjacent to a school site. If the in-district classroom ADA of the charter school cannot be accommodated on any single school site, contiguous facilities also include facilities located at more than one site, provided that the district minimizes the number of sites assigned and considers student safety. (5 CCR 11969.2)

If none of the district-operated schools has grade levels similar to the charter school, then a contiguous facility shall be an existing facility that is most consistent with the needs of students in the grade levels served at the charter school. The district shall not be obligated to pay for the modification of an existing school site to accommodate the charter school's grade level configuration. (5 CCR 11969.3)

5. On or before March 1, the charter school shall respond in writing to the district's preliminary proposal made pursuant to item #4 above and shall express any concerns, including addressing differences between the preliminary proposal and the charter school's request, and/or make a counter proposal. (5 CCR 11969.9)
6. On or before April 1, having reviewed any concerns and/or counter proposals made by the charter school pursuant to item #5 above, the district shall submit, in writing, a final notification of the space offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposal, if any. The final notification shall specifically identify: (5 CCR 11969.9)
  - a. The teaching stations, specialized classroom spaces, and nonteaching station spaces offered for the exclusive use of the charter school and the teaching stations, specialized classroom spaces, and nonteaching spaces to which the charter school is to be provided access on a shared basis with district-operated programs
  - b. Arrangements for sharing any shared space
  - c. The assumptions of in-district classroom ADA for the charter school upon which the allocation is based, and if the assumptions are different than those

**CHARTER SCHOOL FACILITIES (continued)**

submitted by the charter school pursuant to item #3 above, a written explanation of the reasons for the differences

- d. The specific location(s) of the space
  - e. All conditions pertaining to the space
  - f. The pro rata share amount
  - g. The payment schedule for the pro rata amount, which shall take into account the timing of revenues from the state and from local property taxes
7. By May 1 or within 30 days after the district notification pursuant to item #6 above, whichever is later, the charter school shall notify the district in writing whether or not it intends to occupy the offered space. (5 CCR 11969.9)

The charter school's notification may be withdrawn or modified before this deadline. After the deadline, if the charter school has notified the district that it intends to occupy the offered space, the charter school is committed to paying the pro rata share amount as identified. If the charter school does not notify the district by this deadline that it intends to occupy the offered space, then the space shall remain available for district programs and the charter school shall not be entitled to use facilities of the district in the following fiscal year. (5 CCR 11969.9)

Note: As amended by Register 2008, No. 9, 5 CCR 11969.9 requires that the agreement contain the items listed in #8(a)-(e) below.
--

8. The district and charter school shall negotiate an agreement regarding the use of and payment for the space. In addition, the district shall provide a draft of any proposed agreement pertaining to the charter school's use of the space in conjunction with the preliminary offer, as detailed in item #4 above. (5 CCR 11969.9)
- a. At a minimum, the agreement shall contain the information included in the district's final notification, as listed in item #6 above.
  - b. The charter school shall maintain general liability insurance naming the district as an additional insured in order to indemnify the district for any damage and losses. The district shall maintain first party property insurance for the facilities allocated to the charter school.

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

**CHARTER SCHOOL FACILITIES (continued)**

- c. The charter school shall comply with Board policies regarding the operations and maintenance of school facilities, furnishings, and equipment.
- d. A reciprocal hold-harmless/indemnification provision shall be established between the district and the charter school.
- e. The district shall be responsible for any modifications necessary to maintain the facility in accordance with Education Code 47610(d) or 47610.5.

Note: Register 2008, No. 9 amended 5 CCR 11969.9 to specify that the district must make the space available for at least 10 working days prior to the first day of instruction, as specified below, except for circumstances of "good cause." However, the district may not provide the space less than seven days prior to the first day of instruction.

- 9. The space allocated to the charter school by the district, or the space to which the district provides the charter school access, shall be furnished, equipped, and available for occupancy at least 10 working days prior to the first day of instruction of the charter school. For good cause, the district may reduce the period of availability to a period of not less than seven working days. (5 CCR 11969.9)

Space allocated for use by the charter school, subject to sharing arrangements, shall be available for the charter school's entire school year regardless of the district's instructional year or class schedule. The charter school shall not sublet or use the facilities for purposes other than those that are consistent with Board policies and district practices without permission of the Superintendent or designee. (5 CCR 11969.5)

*(cf. 1330 - Use of School Facilities)*

- 10. Facilities, furnishings, and equipment provided to a charter school by the district shall remain the property of the district. The district shall be responsible for projects eligible to be included in the district's deferred maintenance plan and the replacement of district-provided furnishings and equipment in accordance with district schedules and practices. The ongoing operations and maintenance of facilities, furnishings, and equipment shall be the responsibility of the charter school. (Education Code 47614; 5 CCR 11969.4)

**Charges for Facilities Costs**

Note: Education Code 47614 authorizes the district to charge the charter school a pro-rata share of the district facilities costs which the district has paid with unrestricted general fund resources. 5 CCR 11969.7 specifies the formula for calculating the district's facilities costs. Register 2008, No. 9 amended 5 CCR 11969.7 to require charter schools to annually report to the CDE the per-square foot cost charged by the

**CHARTER SCHOOL FACILITIES (continued)**

district and for the CDE to post the information on its web site. The district may provide the CDE with explanatory information regarding its charges, which shall also be posted on the CDE's web site.

The district shall not be required to use unrestricted general fund revenues to rent, buy, or lease facilities for charter schools. The district may charge the charter school for a pro-rata share of the district's facilities costs for the charter school's use of the facilities in accordance with 5 CCR 11969.7. (Education Code 47614)

*General fund* means the main operating fund of the district which is used to account for all activities except those that are required to be accounted for in another fund. (5 CCR 11969.2)

*Unrestricted revenues* are those funds whose uses are not subject to specific constraints and that may be used for any purposes not prohibited by law. *Restricted revenues* are those funds received from external sources that are legally restricted or that are restricted by the donor to specific purposes. Programs funded by a combination of restricted and unrestricted sources will be accounted for and reported as restricted. Funds or activities that are not restricted or designated by the donor, but rather by the Governing Board, shall be accounted for and reported as unrestricted. (5 CCR 11969.2)

*Facilities costs* are those activities concerned with keeping the physical plant open, comfortable, and safe for use and keeping the grounds, buildings, and equipment in working condition and a satisfactory state of repair. These include the activities of maintaining safety in buildings, on the grounds, and in the vicinity of schools, as well as plant maintenance and operations, facilities acquisition and construction, and facilities rents and leases. (5 CCR 11969.2)

The charter school shall report actual in-district and total ADA and classroom ADA to the district every time that the charter school reports ADA for apportionment purposes. If the charter school generates less ADA than projected, the charter school shall reimburse the district for the over-allocated space as set forth in 5 CCR 11969.8, unless the district agrees, in response to the notification by the charter school of over-allocation, to exercise its sole discretion to use the over-allocated space for district programs. (Education Code 47614; 5 CCR 11969.8, 11969.9)

**Additional Provisions for Charter School Established at an Existing School Site**

Note: Register 2008, No. 9 amended 5 CCR 11969.3 to add new requirements for a charter school established at an existing school site either as a conversion charter school or because the school failed to achieve its growth target as part of the Immediate Intervention/Underperforming Schools Program or High Priority Schools Grant Program, as specified below.

The following provisions apply only to a charter school established at an existing school site pursuant to Education Code 47605(a)(2), 52055.5, 52055.55, or 52055.650 that operated at the site in its first year pursuant to 5 CCR 11969.3(c)(2). (5 CCR 11969.3)

## **CHARTER SCHOOL FACILITIES (continued)**

1. The school site, as identified in the school's charter, shall be made available to the charter school for its second year of operation and thereafter upon annual request for facilities from the district pursuant to Education Code 47614 and this administrative regulation. (5 CCR 11969.3)

The district may charge the charter school the pro-rata costs for the site pursuant to 5 CCR 11969.7 and the district shall be entitled to receive reimbursement for over-allocated space from the charter school pursuant to 5 CCR 11969.8. (5 CCR 11969.3)

If, by February 1 of its first year of operation, a charter school notifies the district that it will have over-allocated space in the following fiscal year, the space identified is not subject to reimbursement for over-allocation space pursuant to 5 CCR 11969.8 in the following year or thereafter. The district may occupy all or a portion of the space identified. (5 CCR 11969.3)

A charter school that wants to recover space surrendered to the district shall apply to the district and the district shall evaluate the application in accordance with law and this administrative regulation. (5 CCR 11969.3)

2. If, as a result of a material revision of the charter, either the location of the charter school is changed or the district approves the operation of additional sites by the charter school, then the charter school may request, and the district shall provide, facilities in accordance with the revised charter, law, and this administrative regulation. (5 CCR 11969.3)
  - a. If the charter school was established pursuant to Education Code 47605(a)(2), the district shall change the school's attendance area only if the State Board of Education (SBE) grants a waiver of the requirement in Education Code 47605(d)(1) that the charter school continuously give admission preference to students residing in the former attendance area of the school site. (5 CCR 11969.3)
  - b. If the charter school was established pursuant to Education Code 52055.5, 52055.55, or 52055.650, the district shall relocate the school or change the school's attendance area only if the SBE grants a waiver of the provision of statute binding the school to the existing site. (5 CCR 11969.3)
  - c. If the district decides to change the charter school's attendance areas as provided in #2(a) or 2(b) above, and if the decision occurs between November 1 and June 30 and becomes operative in the forthcoming fiscal year, then the space allocated to the charter school is not subject to reimbursement for over-

## **CHARTER SCHOOL FACILITIES (continued)**

allocated space pursuant to 5 CCR 11969.8 in the forthcoming fiscal year. (5 CCR 11969.3)

### **Mediation of Disputes**

**Note:** As added by Register 2008, No. 9, 5 CCR 11969.10 authorizes the charter school and the district to resolve any disputes regarding facilities through the use of mediation, as long as both parties agree.

If a dispute arises between the district and a charter school pursuant to Education Code 47614 or 5 CCR 11969.1-11969.10 both parties may agree to settle the dispute using mediation. Mediation consists of the following steps: (5 CCR 11969.10)

1. If both parties agree to mediation, the initiating party shall select a mediator, subject to the agreement of the responding party. If the parties are unable to agree on a mediator, the initiating party shall request the CDE to appoint a mediator within seven days to assist the parties in resolving the dispute. The mediator shall meet with the parties as quickly as possible.
2. Within seven days of the selection or appointment of the mediator, the party initiating the dispute resolution process shall send a notice to the responding party and the mediator. The notice shall include the following information:
  - a. Name, address, and phone numbers of designated representatives of the parties
  - b. A statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute
  - c. The specific sections of the statute or regulations that are in dispute
  - d. The specific resolution sought by the initiating party
3. Within seven days of receiving the notice, the responding party shall file a written response.
4. The mediation shall be entirely informal in nature. Each party shall share copies of exhibits upon which its case is based with the other party. The relevant facts shall be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses.
5. Any agreement reached by the parties shall be in writing and shall not set a precedent for any other case.

**CHARTER SCHOOL FACILITIES (continued)**

6. The mediation shall be terminated if the district and the charter school fail to meet within the specified timelines, have not reached an agreement within 15 days from the first meeting held by the mediator, or if the mediator declares an impasse.
7. The costs of the mediation shall be divided equally between the parties and paid promptly.

(11/02 7/04) 7/08

# **Administrative Regulation**

**AR 7160  
Facilities**

**Charter School Facilities**

## **Definitions**

In-district students are those charter school students who are entitled to attend a district school. Students eligible to attend district schools based on an interdistrict attendance agreement or parent/guardian employment shall be considered students of the district where they reside. (5 CCR 11969.2)

(cf. 5111.1 - District Residency)  
(cf. 5117 - Interdistrict Attendance)

An eligible charter school operating in the district is one that is either currently providing public education to in-district students or has identified at least 80 in-district students who are meaningfully interested in enrolling in the charter school for the following year, regardless of whether the district is or is proposed to be the chartering entity and whether or not the charter school has a facility inside the district's boundaries. (Education Code 47614; 5 CCR 11969.2)

Contiguous facilities are those contained on a school site or immediately adjacent to a school site. If the charter school's students cannot be accommodated on any single district school site, contiguous facilities also include facilities located at more than one site, provided that the district minimizes the number of sites assigned and considers student safety. (5 CCR 11969.2)

Reasonably equivalent conditions shall be determined on the basis of: (5 CCR 11969.3)

1. A comparison group of district schools with similar grade levels, selected in accordance with 5 CCR 11969.3
2. Capacity, in accordance with 5 CCR 11969.3, including equivalency of the ratio of teaching stations to average daily attendance as those provided to students in the school district attending comparison group schools, allocation of specialized classroom space and access to nonteaching station space
3. Condition of facilities, including:
  - a. School site size

- b. Condition of interior and exterior surfaces
- c. Condition of mechanical, plumbing, electrical and fire alarm systems
- d. Conformity of mechanical, plumbing, electrical and fire alarm systems to applicable codes
- e. Availability and condition of technology infrastructure
- f. Suitability of the facility as a learning environment, including but not limited to lighting, noise mitigation, and size for intended use
- g. The manner in which the facility is furnished and equipped

(cf. 7111 - Evaluating Existing Buildings)

#### **Provision of Facilities by District**

As of November 8, 2003, or on the first day of July following the passage of a local school bond measure, the district shall make available to a charter school operating in the district facilities within the district sufficient for the charter school to accommodate all of its in-district students in conditions reasonably equivalent to those in other district schools. Facilities provided to charter schools shall be contiguous and shall be furnished and equipped as necessary to conduct classroom-based instruction. (Education Code 47614; 5 CCR 11969.2, 11969.4)

(cf. 0420.4 - Charter Schools)

(cf. 7110 - Facilities Master Plan)

If a charter school was established through the conversion of an existing public school, the condition of the facility previously used by the district shall be considered to be reasonably equivalent for the first year the charter school uses the facility. (5 CCR 11969.3)

The district shall not be required to use unrestricted general fund revenues to rent, buy or lease facilities for charter schools. The district may charge the charter school a pro rata share of its facilities costs that the district pays with unrestricted general fund revenues. (Education Code 47614; 5 CCR 11969.7)

Procedures for requesting facilities shall include the following steps:

1. A charter school must be operating in the district as defined in Education Code 47614 before it submits a request for facilities. A new or proposed charter school is eligible to request facilities for a particular fiscal year only if it submitted its charter petition before November 15 of the fiscal year preceding the year for which facilities are requested. A new charter school is entitled to receive facilities only if its petition was

approved before March 1 of the fiscal year preceding the year for which facilities are requested. (5 CCR 11969.9)

2. The charter school shall submit a written facilities request to the Governing Board by October 1 of the preceding fiscal year. A new charter school, as defined in 5 CCR 11969.9, shall submit its request by January 1 of the preceding fiscal year. The request shall include: (Education Code 47614; 5 CCR 11969.9)

a. Reasonable projections of in-district and total average daily attendance and total classroom average daily attendance, broken down by grade level and by the schools that the students would otherwise attend

b. A description of the methodology for the projections

c. If relevant, documentation of the number of in-district students meaningfully interested in attending the charter school

d. The charter school's instructional calendar

e. Information regarding the general geographic area in which the charter school wishes to locate

f. Information on the charter school's educational program that is relevant to assignment of facilities

3. The Board shall review the charter school's projections of in-district and total average daily attendance and in-district and total classroom average daily attendance, and shall provide the charter school a reasonable opportunity to respond to any concerns raised by the district. (5 CCR 11969.9)

4. The district may deny a facilities request when the projected average daily attendance for the year is less than 80. (Education Code 47614)

5. The Board shall prepare a preliminary proposal regarding the space to be allocated to the charter school and the pro rata share amount, and shall provide the charter school a reasonable opportunity to review and comment on the proposal. (5 CCR 11969.9)

6. The Board shall provide a final notification of the space offered to the charter school by April 1 preceding the fiscal year for which facilities are requested. The notification shall identify: (5 CCR 11969.9)

a. The teaching station and nonteaching station space offered for the exclusive use of the charter school and that to be shared with district-operated programs

b. Arrangements for sharing any shared space

c. The assumptions of in-district classroom average daily attendance upon which the allocation is based, and a written explanation of the reasons for any differences than those submitted by the charter school

d. The pro rata share amount

e. The payment schedule for the pro rata amount, which shall take into account the timing of revenues from the state and from local property taxes

7. The charter school shall provide written notification to the Board, by May 1 or within 30 days after the district notification, whichever is later, whether or not it intends to occupy the offered space. (5 CCR 11969.9)

The district and charter school shall negotiate an agreement regarding the use of and payment for the space. The agreement shall contain the information included in item #6 above. (5 CCR 11969.9)

The agreement also shall require the charter school to maintain liability insurance naming the district as an additional insured in order to indemnify the district for any damage or loss for which the charter school is liable, and that the charter school shall comply with Board policies regarding the operations and maintenance of school facilities, furnishings and equipment.

(cf. 3530 - Risk Management/Insurance)

The space allocated to the charter school shall be furnished, equipped and available for occupancy at least seven days prior to the first day of instruction of the charter school. (5 CCR 11969.9)

Space allocated for use by the charter school shall not be sublet or used for purposes other than those that are consistent with Board policies and district practices without permission of the Superintendent or designee. (5 CCR 11969.5)

(cf. 1330 - Use of School Facilities)

Facilities, furnishings and equipment provided to a charter school by the district shall remain the property of the district. The district shall be responsible for projects eligible to be included in the district's deferred maintenance plan and the replacement of district-provided furnishings and equipment in accordance with district schedules and practices. The ongoing operations and maintenance of facilities, furnishings and equipment shall be the responsibility of the charter school. (Education Code 47614; 5 CCR 11969.2, 11969.4)

The charter school shall report actual in-district and total average daily attendance and classroom average daily attendance to the district every time that the charter school

reports average daily attendance for apportionment purposes. If the charter school generates less average daily attendance than projected, the charter school shall reimburse the district for the over-allocated space at rates set by the State Board of Education. (Education Code 47614; 5 CCR 11969.9)

#### **Funding for New Construction**

Applications for facilities funding for new construction pursuant to Education Code 17078.52-17078.62 may be submitted by either: (Education Code 17078.53)

1. The district on behalf of a charter school that is physically located within the geographical boundaries of the district
2. A charter school on its own behalf, if the charter school has provided written notification of its intent to both the Board and Superintendent at least 30 days prior to submitting the preliminary application that had demonstrated construction grant eligibility based on current enrollment data

Any project applying for such funding shall: (Education Code 17078.54)

1. Meet all the requirements for public school construction, including Field Act, plan approvals, toxic substance review, site selection and site approval that apply to noncharter school projects

(cf. 7150 - Site Selection and Development)

2. Fund only new construction to be physically located within the geographical jurisdiction of the district

If a charter school ceases to use any facilities funded through this program, the facility may be used for other purposes in accordance with the priorities established in Education Code 17078.62.

#### **Zoning Ordinances**

Upon a two-thirds vote, the Board may render a city or county ordinance inapplicable to a charter school facility if the facility is physically located within the district's geographical jurisdiction. (Government Code 53097.3)

(cf. 9323.2 - Actions by the Board)

#### **Legal Reference:**

##### **EDUCATION CODE**

17070.10-17080 Leroy F. Greene School Facilities Act of 1998, including:  
17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act  
46600 Interdistrict attendance agreements  
47600-47616.5 Charter Schools Act of 1992, as amended  
48204 Residency requirements for school attendance  
GOVERNMENT CODE  
53094 Authority to render zoning ordinance inapplicable  
53097.3 Charter school ordinances  
CODE OF REGULATIONS, TITLE 2  
1859.160-1859.171 Charter school facilities program, new construction  
CODE OF REGULATIONS, TITLE 5  
11969.1-11969.9 Charter school facilities  
COURT DECISIONS  
Sequoia Union High School District v. Aurora Charter High School (2003) 112  
Cal.App.4th 185  
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130  
Cal.App.4th 986  
ATTORNEY GENERAL OPINIONS  
80 Ops.Cal.Atty.Gen. 52 (1997)

**Management Resources:**

**WEB SITES**

California Department of Education, Charter Schools Office:

<http://www.cde.ca.gov/sp/cs>

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

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

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

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: October 6, 2004    Antelope, California

# CSBA Sample Board Bylaw

Bylaws of the Board

BB 9230(a)

## ORIENTATION

Note: The following optional bylaw may be revised to reflect district practice.

### Board Candidate Orientation

Note: CSBA's School Board Leadership publication is designed to assist Governing Board candidates and other community members by providing answers to frequently asked questions about school Board service, including Board roles and responsibilities, how to work effectively as a governance team, and requirements for becoming a Board member.

Pursuant to Elections Code 20440, when filing to run for public office, the county elections official presents each candidate with a voluntary Code of Fair Campaign Practices for the candidate to sign. For language regarding the Board's intent that candidates for the Board adhere to those fair campaign principles, see BB 9220 - Governing Board Elections.

The Governing Board desires to provide Board candidates with orientation that will enable them to understand the responsibilities and expectations of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities. He/she may also provide candidates with information about the election process, including, but not limited to, information about campaign conduct and ballot statement information.

*(cf. 9200 - Limits of Board Member Authority)*

*(cf. 9220 - Governing Board Elections)*

*(cf. 9270 - Conflict of Interest)*

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates shall have the same access as members of the public to district staff and information.

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

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

### New Board Member Orientation

Note: In addition to providing new Board members with information about district programs and operations, it is recommended that new Board members be provided information and professional development regarding the roles and responsibilities of the Board (see BB 9000 - Role of the Board) and professional governance standards agreed upon by the Board (see BB 9005 - Governance Standards).

The Board shall convene a meeting to provide an orientation and information to incoming Board members to assist them in understanding the Board's functions, policies, procedures,

## **ORIENTATION (continued)**

protocols, and agreed-upon standards of conduct. Incoming Board members shall receive the district's policy manual and other materials related to the district and Board member responsibilities.

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

*(cf. 9005 - Governance Standards)*

Note: The following optional paragraph may be revised as desired. Pursuant to Government Code 54952.7, the Board may require that a copy of the Brown Act be given to each member of the Board and any person elected to the Board who has not yet assumed the duties of office. Government Code 54952.1 states that persons elected to serve as Board members, even if they have not yet assumed office, are subject to the requirements of the Brown Act as soon as they are elected.

Upon their election, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office.

The Superintendent may provide incoming Board members with additional background and information regarding the district's vision and goals, operations, and current challenges in areas that include, but are not be limited to, student achievement, curriculum, finance, facilities, policy, human resources, and collective bargaining.

*(cf. 0000 - Vision)*

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

Incoming members are encouraged to attend Board meetings and review agenda materials available to the public in order to become familiar with current issues facing the district. Incoming members also may, at district expense and with approval of the Board, attend workshops and conferences relevant to their individual needs or to the needs of the Board as a whole or the district.

*(cf. 9240 - Board Development)*

*Legal Reference: (see next page)*

## ORIENTATION (continued)

### *Legal Reference:*

#### EDUCATION CODE

33360 *Department of Education and statewide association of school district boards; annual workshops*

33362-33363 *Reimbursement of expenses; board member or member-elect*

#### ELECTIONS CODE

13307 *Candidate's statement*

20440 *Code of Fair Campaign Practices*

#### GOVERNMENT CODE

54950-54963 *The Ralph M. Brown Act, especially:*

54952.1 *Member of a legislative body*

54952.7 *Copies of Brown Act to board members*

### *Management Resources:*

#### CSBA PUBLICATIONS

*School Board Leadership, 2007*

*The Brown Act: School Boards and Open Meeting Laws, rev. 2007*

*Guide to Effective Meetings, 2007*

*Professional Governance Standards, 2000*

*Maximizing School Board Leadership, 1996*

#### NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*Becoming a Better Board Member: A Guide to Effective School Board Service, 2006*

#### WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

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

# **Board Bylaw**

**BB 9230**

## **Board Bylaws**

### **Orientation**

#### **Board Candidate Orientation**

The Governing Board desires to provide Board candidates with orientation that will enable them to understand the responsibilities of Board membership. The Superintendent or designee shall provide all candidates, upon request, general information about school programs, district operations, and Board responsibilities.

(cf. 9200 - Members (Limits of Authority))

(cf. 9270 - Conflict of Interest)

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates have the same access as members of the public to district staff and information.

(cf. 1340 - Access to District Records)

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

#### **New Board Member Orientation**

The Board and the Superintendent or designee shall help each new member-elect to understand district operations and the Board's functions, policies and procedures as soon after election as possible. Incoming members shall be given a copy of the Brown Act and informed that they must conform to its requirements as if they had already assumed office. Incoming members shall also receive the district's policy manual and other materials related to the school system and Board member responsibilities.

Incoming members are encouraged to attend Board meetings and meet with the Superintendent or designee and Board president regarding their role and responsibilities. They also may, at district expense, attend workshops for newly elected members.

(cf. 9240 - Board Development)

#### **Legal Reference:**

##### **EDUCATION CODE**

33360 Department of Education and statewide association of school district boards; annual workshops

**33362 Reimbursement of expenses; member of school district board**

**GOVERNMENT CODE**

**54950-54963 The Ralph M. Brown Act, especially**

**54952.1 Member of a legislative body**

**54952.7 Copies of Brown Act to Board members**

**Bylaw CENTER UNIFIED SCHOOL DISTRICT**

**adopted: April 19, 1995      Antelope, California**

# CSBA Sample

## Board Bylaw

### Bylaws of the Board

BB 9324(a)

### MINUTES AND RECORDINGS

Note: The following optional should be modified to reflect district practice.

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public. Accurate minutes also help foster public trust that Board actions are occurring in public in accordance with law.

*(cf. 9000 - Role of the Board)*  
*(cf. 9005 - Governance Standards)*  
*(cf. 9323 - Meeting Conduct)*

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

*(cf. 1340 - Access to District Records)*  
*(cf. 9323.2 - Actions by the Board)*

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. At the next meeting, the Board shall approve the minutes as circulated or with necessary amendments.

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

~~In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.~~

The minutes shall include the specific language of each motion, the names of members who made and seconded the motion, and the individual votes of each member, unless the action was unanimous. When a roll call vote is taken, the names and votes of each member shall be listed. Motions or resolutions shall be recorded as having passed or failed. All motions and Board resolutions shall be numbered consecutively from the beginning of each fiscal year.

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

Note: Pursuant to Government Code 54952.2, a majority of the Board must be present at a meeting in order to hear, discuss, or deliberate on any matter within the subject matter jurisdiction of the Board. Thus, the minutes should reflect when a member is not present for the entire meeting in order to document that a majority of the Board remained in attendance throughout the meeting.

## **MINUTES AND RECORDINGS (continued)**

The minutes shall record which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.

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

Note: Pursuant to 5 CCR 16023, minutes and official actions of the Board must be classified and retained in accordance with 5 CCR 16022. See BP/AR 3580 - District Records.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

*(cf. 3580 - District Records)*

Note: Although Government Code 54957.2 permits keeping of minutes for closed sessions, districts should consult with legal counsel before making it a practice to do so. Should a court determine that a district has violated the Brown Act, Government Code 54960 allows the court to compel the Board to record its closed sessions. See BB 9323.2 - Actions by the Board.

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

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

### **Recording or Broadcasting of Meetings**

Note: Pursuant to Government Code 54953.5 and 54953.6, any person attending an open meeting may record or broadcast the meeting, unless the Board makes a reasonable finding that the recording or broadcast cannot continue without noise, illumination, or obstruction of view which would persistently disrupt the meeting. See BB 9323 - Meeting Conduct for language regarding recording by the public.

The district may tape, film, or broadcast any open Board meeting. The Board president shall announce that a recording or broadcasting is being made at the beginning of the meeting and, as practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made during a meeting are public records and, upon request, shall be made available for inspection by members of the public on a district recorder without charge. (Government Code 54953.5)

*Legal Reference: (see next page)*

## MINUTES AND RECORDINGS (continued)

### *Legal Reference:*

#### EDUCATION CODE

35145 *Public meetings*

35163 *Official actions, minutes and journals*

35164 *Vote requirements*

#### GOVERNMENT CODE

54952.2 *Meeting defined*

54953.5 *Audio or video recording of proceedings*

54953.6 *Broadcasting of proceedings*

54957.2 *Closed sessions; clerk; minute book*

54960 *Violations and remedies*

#### PENAL CODE

632 *Unlawful to intentionally record a confidential communication without consent*

#### CODE OF REGULATIONS, TITLE 5

16020-16027 *Classification and retention of records*

### *Management Resources:*

#### CSBA PUBLICATIONS

*The Brown Act: School Boards and Open Meeting Laws*, rev. 2007

*Guide to Effective Meetings*, rev. 2007

*Maximizing School Board Leadership: Boardmanship*, 1996

#### WEB SITES

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

(9/89 2/94) 7/08

# **Board Bylaw**

**BB 9324**  
**Board Bylaws**

## **Minutes And Recordings**

The secretary of the Governing Board shall keep minutes and record all official Board actions. (Education Code 35145, 35163)

(cf. 9323.2 - Actions by the Board)

Copies of the minutes of each regular or special meeting shall be distributed to all Board members with the agenda at a subsequent meeting.

Official Board minutes and recordings shall be stored in a fire-proof location.

## **Recording of Votes**

Motions or resolutions shall be recorded as having passed or failed. Individual votes shall be recorded unless the action was unanimous. All motions and Board resolutions shall be numbered consecutively from the beginning of each fiscal year.

## **Legal Reference:**

### **EDUCATION CODE**

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

### **PENAL CODE**

632 Unlawful to intentionally record a confidential communication without consent of all parties to the communication

### **GOVERNMENT CODE**

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

Bylaw  
adopted: October 26, 1994

**CENTER UNIFIED SCHOOL DISTRICT**  
Antelope, California

## *Center Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Instructional Services

Date: October 1, 2008

To: Board of Trustees

From: Scott Loehr  
Assistant Superintendent

Initials: \_\_\_\_\_

Action Item

Information Item X

# Attached Pages

**SUBJECT:** Certification of Provision of Standards-Aligned Instructional Materials

The local governing board of Center Unified School District hereby certifies that as of this date, each pupil in the district/county office of education in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

History/social science  
\*Mathematics (Adopted 07/08)  
Reading/language arts  
\*Science (Adopted 06/07)

**RECOMMENDATION:** Center Unified School Board of Trustees to approve Certification of Provision of Standards-Aligned Instructional Materials

## **Certification of Provision of Standards-Aligned Instructional Materials**

The local governing board of the **Center Unified School District** hereby certifies that as of this date, each pupil in the district, in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- History/social science
- Mathematics
- Reading/language arts
- Science

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR, Title 5, Section 9531*.

For students in grades K-12, the instructional materials were adopted by the local governing board following district review of the materials and their alignment with state content standards as required by *CCR, Title 5, Section 9531*

Certification was approved by the local governing board at a public meeting held on **September 17, 2008**.

*Note:* The language below is recommended following the California State Board of Education adoption of K-8 instructional materials as needed to certify compliance with the 24-month requirement of *Education Code Section 60422 (a)*.

Future State Board adoptions are scheduled as follows:

Subject	Adoption Date	24 Month Date
History-Social Science	November 2005	Fall 2007
Science	November 2006	Fall 2008
Mathematics	November 2007	Fall 2009
Reading/Language Arts	November 2008	Fall 2010

The State Board of Education adopted new standards-aligned instructional materials for K-12 in **Math** in **January, 2008**. The local governing board of Center Unified School District has provided each pupil with a standards-aligned textbook or basic instructional materials from this adopted list by **August, 2009**, which is the start of the first school term that is no later than 24 months following the state adoption of these materials.

*Note:* The language below is required following local governing board adoption of grades K-12 instructional materials as needed to certify compliance with the 24-month requirement of *Education Code Section 60422 (a)*.

The local governing board of the **Center Unified School District** adopted new standards-aligned instructional materials for grades K-12 in **Math** on **June 4, 2008** and the local governing board certifies that it has provided each pupil in grades K-12 in these classes with a standards-aligned textbook or basic instructional materials from this adopted list by **August 2009**, which is the start of the first school term that is no later than 24 months following the local adoption of these materials.