

# CENTER JOINT 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

❖ Oak Hill Elementary School - Multi Purpose Room  
3909 North Loop Blvd., Antelope, CA 95843

**Wednesday, May 6, 2009 - 6:00 p.m.**

### STATUS

- I. CALL TO ORDER & ROLL CALL - 5:30 p.m.
  - II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
    - 1. Student Expulsions/Readmissions (G.C. §54962)
    - 2. Conference with Labor Negotiator, George Tigner, Re: CSEA and CUTA (G.C. §54957.6)
  - III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION
  - IV. CLOSED SESSION - 5:30 p.m.
  - V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.
  - VI. FLAG SALUTE
  - VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION Info/Action
  - VIII. ADOPTION OF AGENDA Action
- ♫ **STUDENT PERFORMANCE:** Cast Members from Oak Hill Elementary School's play "Little Mermaid" will perform under the direction of Penny Rittenhouse.
- IX. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each) Info
    - 1. Center High School - Sandy Hoang
    - 2. McClellan High School - Alicia James
    - 3. Antelope View Charter School - Yuliya Didovich
    - 4. Global Youth Charter School - Samantha McCurdy

*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 Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

<b>X. REPORTS/PRESENTATIONS</b> (8 minutes each)		Info
Governance	1. <b>Board of Trustees Meeting Location(s) for 2009/2010 School Year</b>	
Curriculum	2. <b>Antelope View Charter School MOU Update/Revision - Rich Simas</b>	
<b>XI. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA</b>		Public Comments Invited
<p><i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not discuss or 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). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.</i></p>		
<b>XII. BOARD / SUPERINTENDENT REPORTS</b> (10 minutes)		Info
<b>XIII. CONSENT AGENDA</b> (5 minutes)		Action
<p><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></p>		
Governance	1. Approve Adoption of Minutes from April 15, 2009 Regular Meeting	
Personnel	2. Approve Certificated Personnel Transactions	
↓	3. Approve Resolution #30/2008-09: Layoff for Lack of Work or Lack of Funds	
↓	4. Approve Resolution #32/2008-09: Final Notice of Layoff Because of Reduction of Particular Kinds of Services, No Request for Hearing	
Curriculum	5. Approve California High School Exit Exam (CAHSEE) Waiver Request - CHS	
↓	6. Approve Agreement for Professional Categorical Services with Categorical Connection - School Innovations & Advocacy	
↓	7. Approve MOU between Center Joint Unified School District and the Department of Rehabilitation, Northern Sierra District	
↓	8. Approve 2008/2009 Individual Service Agreements:	
	2008/09-112-113 Excelsior High School	
	2008/09-116 Scott J. Modell Ph.D.	
	2008/09-117 Rancho Learning Center	
	2008/09-118-133 Bright Futures	
	2008/09-134 Sierra School	
	2008/09-135 Occupational Therapy	
↓	9. Approve Professional Service Agreement: Adolescent Guidance Services	
Facilities & Op.	10. Approve Disposal of Surplus Vehicles	
↓	11. Approve Notice of Completion for Digital Intercom Clock & Bell Project at Dudley and Spinelli Elementary	
↓	12. Approve Amendment #1 to Contract for DSA Inspection Services for Athletic Facilities Upgrade Project	
↓	13. Approve Structured Data/Voice Cabling System CMAS Contract Award for Center High School Athletic Facilities Renovation Project	
↓	14. Approve Safe School and Emergency Preparedness Plan - AVCS	
<b>XIV. INFORMATION ITEMS</b> (3 minutes)		Info
Curriculum	1. Workshop: "State Budget May Revision Workshop" - J. Bess (Bus. Office)	
<b>XV. BUSINESS ITEMS</b>		
Governance	<b>A. <u>Second Reading: AR 4112.23</u></b>	Action
	Replace AR 4112.23 Special Education Staff	
↓	<b>B. <u>Safe School Officers</u></b>	Action
↓	<b>C. <u>School Resource Officer Program</u></b>	Action

Personnel	<p><b>D. <u>Declaration of Need for Fully Qualified Educators 2009/10 SY</u></b>  The Department of Education and the Commission on Teacher Credentialing regulations for the issuance of emergency teaching credentials require individual districts to submit a "Declaration of Need for Fully Qualified Educators" each year for any anticipated certificated positions that may need to be filled with an individual holding an emergency credential.</p>	Action
Curriculum	<p><b>E. <u>Instructional Materials Adoption 6-12th Grade English/Language Arts Textbooks</u></b>  The English/Language Arts Adoption Committee reached an agreement For the adoption of English/Language Arts textbooks. With this adoption, this will conclude our adoption cycle for English/Language Arts materials for grades 6<sup>th</sup> - 12<sup>th</sup>.</p>	Action
	<p><b>XVI. ADVANCE PLANNING</b></p> <p><i>a. Future Meeting Dates:</i></p> <p><i>i. Wednesday, May 20, 2009 @ 6:00 p.m. - Oak Hill Elementary School Multi Purpose Room</i></p> <p><i>b. Suggested Agenda Items:</i></p>	Info
	<b>XVII. CONTINUATION OF CLOSED SESSION (Item IV)</b>	Action
	<b>XVIII. ADJOURNMENT</b>	Action

*Center Joint 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> _____
<b>Date:</b> May 6, 2009	<b># Attached Pages</b> <u>  1  </u>
<b>From:</b> Dr. Kevin J. Jolly, Superintendent	
<b>Principal/Administrator Initials:</b> _____	

**SUBJECT: Board of Trustees Meeting Location(s) for 2009-2010 School Year**

Trustee Williams requested that the Board discuss the location(s) of next year's Board Meetings. Attached is a copy of the current meeting rotation the district is using.

**RECOMMENDATION: information only**



**CENTER UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING SCHEDULE  
2008-2009**

The Center Unified Board of Trustees meets in regular session on the first and third  
Wednesday of each month at 6:00 p.m.

**DATES & LOCATIONS OF BOARD MEETINGS FOR 2008-2009 SY**

<b>August</b>	<b>20*</b>	McClellan High School - Cafeteria 8725 Watt Avenue, Antelope, CA 95843
<b>September</b>	<b>17*</b>	Center High School - Theater 3111 Center Court Lane, Antelope, CA 95843
<b>October</b>	<b>1 &amp; 15</b>	Spinelli Elementary School - Cafeteria 3401 Scotland Drive, Antelope, CA 95843
<b>November</b>	<b>5 &amp; 19</b>	Global Youth Charter School - MP Room 3243 Center Court Lane, Antelope, CA 95843
<b>December</b>	<b>17*</b>	Dudley Elementary School - MP Room 8000 Aztec Way, Antelope, CA 95843
<b>January</b>	<b>7 &amp; 21</b>	Antelope View Charter School - MP Room 3243 Center Court Lane, Antelope, CA 95843
<b>February</b>	<b>4 &amp; 18</b>	North Country Elementary School - MP Room 3901 Little Rock Drive, Antelope, CA 95843
<b>March</b>	<b>4 &amp; 18</b>	Dudley Elementary School - MP Room 8000 Aztec Way, Antelope, CA 95843
<b>April</b>	<b>1 &amp; 15</b>	Wilson C. Riles Middle School - MP Room 4747 PFE Road, Roseville, CA 95747
<b>May</b>	<b>6 &amp; 20</b>	Oak Hill Elementary School - MP Room 3909 North Loop Blvd., Antelope, CA 95843
<b>June</b>	<b>3 &amp; 17</b>	Center High School - Theater 3111 Center Court Lane, Antelope, CA 95843

**\* These dates have been cancelled:**

July 2 & July 16 - summer vacation

August 6 - 1<sup>st</sup> day of school

September 3 - SCOE Teacher of the Year dinner

December 3 - CSBA Conference

AGENDA ITEM # X-2

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Antelope View CS

**Action Item**     

**Date:** April 24, 2009

**Information Item**   X  

**To:** Board of Trustees

**# Attached Pages**   7    
+ 21 pages (2007/08 MOU)

**From:** Rich Simas

**Principal's Initials:**   RUS  

**SUBJECT:** Antelope View Charter School MOU update/revision

**RECOMMENDATION:** That CUSD Board of Trustees reviews progress on the MOU document revisions made by the Charter Board and establishes a workshop date to discuss further updates.

AGENDA ITEM # X-2

2009 APR 24 PM 3:59  
SCHOOL DISTRICT  
BUSINESS SERVICES

**MEMORANDUM of UNDERSTANDING**  
**between**  
**ANTELOPE VIEW CHARTER SCHOOL (AVCS)**  
**and**  
**CENTER UNIFIED SCHOOL DISTRICT (CUSD)**

**Agreement Duration**

This agreement will begin on July 1, 2009 and remain in effect until June 30, 2012 in concurrence with the charter document approved by Center Unified School District Board of Trustees. The original charter was approved on August 2, 2000 with the most current version approved in March, 2007.

**State Accounting Practices**

Center Joint Unified School District will serve as the fiscal agent for Antelope View Charter School and will conduct financial audits consistent with state accounting practices. The reports will be made available for review by the public.

**Financial Statements**

Antelope View Charter School will provide all financial statements required by Center Unified School District Board of Trustees. Antelope View will utilize the same software as the rest of CUSD along with timetables established by the Board to remain in compliance with all required deadlines in fiscal matters. The CUSD Business Department will make AVCS aware of all due dates (end of month, P1, P2, and P3) by August 1 of each school year.

**Audits**

AVCS will utilize the same audit firm chosen by Center Unified School District in order to maintain continuity within the District. AVCS will be billed for a portion of the audit prepared by external auditors. The formula for this billing is based on (total cost of the audit)/total number of students in the District X (total current number of students at AVCS.)

All audit exceptions and/or deficiencies will be reserved to the satisfaction of the CUSD Board of Trustees no later than December 31 of the calendar year (state deadline) in which the penalty is levied. Any disputes regarding the resolution of audit exceptions will be referred to the dispute resolution process.

### **Health and Safety Criteria**

Antelope View Charter School remains under the insurance of Center Unified School District. It is the responsibility of Center Unified School District to examine the liability of independent study to determine if additional insurance coverage should be maintained. If it is deemed that additional insurance coverage is required, then any new policies or additional costs will be the fiscal responsibility of Antelope View Charter School.

### **Education Code**

Antelope View Charter School, in compliance with the state of California, follows and adheres to all sections of the Education Codes that are applicable to charter schools.

### **Boundaries and Enrollment Criteria**

#### **Racial and Ethnic Balance at Antelope View Charter School**

Center Unified School District will include students from a wide geographical area including Sacramento County and contiguous counties, i.e. Yolo, Placer, Amador, San Joaquin, Solano, El Dorado and Contra Costa. This large geographic region includes all ethnic and racial groups and will help ensure participation by all members of society. Enrollment will be monitored and reported to the Governing Board each year upon the publication of the API by the California Department of Education. If particular ethnic groups are not participating in the school, the staff will develop recruitment strategies to achieve a balanced representation.

#### **Admissions Requirements at Antelope View Charter School**

Admission to Antelope View Charter School will be open to all students regardless of ethnicity, national origin, gender, sexual orientation or perceived sexual orientation, and disability. Successful completion of a standardized pre-enrollment assessment instrument is required. Students will be deemed successful by scoring within two grade levels of current placement, unless student has an active IEP. Prior to enrollment, parents and students will sign a contract indicating understanding of Antelope View Charter School philosophy and program requirements. Continued enrollment will depend on progress toward graduation and fulfilling the terms of the contract as specified at the time of enrollment and agreed to by parent and student.

### **Special Education**

Student referral, identification and assessment for Special Education will follow federal and state statutes. All Special Education students attending Antelope View Charter School must have an IEP recommending services through Antelope View Charter School as the appropriate placement. If the IEP team (parent, teacher, specialist, director) determines that Antelope View Charter School is not the most appropriate placement, the student will be referred to his/her district of residence for educational services. Students who reside outside the Center Unified School District boundaries who withdraw from Antelope View Charter School will return to their district of residence for Special Education services. Antelope View Charter School will provide at its own expense the following Special Education services; speech and language and IEP meetings. Services above and beyond speech and language and IEP meetings will be paid by the CUSD SELPA.

### **Public School Attendance for Students Not Attending this Charter School**

Enrollment at Antelope View Charter School remains strictly voluntary. Students will continue to have the option of attending in their district of residence. Non-district resident students who withdraw or are disenrolled from AVCS have no rights to enroll in Center Unified School District, but may apply for an interdistrict transfer as per current Board policy.

### **Services Provided by Antelope View Charter School**

Antelope View Charter School offers a 6<sup>th</sup> – 12<sup>th</sup> grade site-supported personalized learning program. Students are required to attend all classes, but are allowed to self-direct their independent study time to the extent appropriate for their age/achievement level. Teacher defined due dates must be met in order for an assignment to be eligible for full credit. Students may earn up to half of the available credit, if late work is turned in before the end of the current learning module, usually about 20 days. Work not turned by the end of the module must still be completed even though no academic credit will be earned. Failure to complete all assigned work will result in students being assigned to attend Monday School.

### **Business Services Provided by Center Unified School District**

Antelope View Charter School will contract with Center Unified School District for administrative and general support services as needed. The Charter School will work jointly with Center Unified School District to develop appropriate personnel policies and procedures that will govern the terms and conditions of employment for all personnel employed within the Charter.

Permanent certificated or classified employees of Center Unified School District (CUSD) who work at the Charter School shall retain their status as permanent employees of the District (CUSD employees) and all of the rights and benefits thereof. CUSD employees choosing to work at Antelope View Charter School will take a leave of absence from their current assignment and a record of these employees will be maintained at the CUSD personnel office.

All persons other than CUSD employees who are employed by Antelope View Charter School (Charter School Employees) shall not be deemed to be employees of the District for any purpose whatsoever. Charter school employees are employed “at will” and either the charter school or the Charter School employee may terminate the employment at any time, with or without cause and with or without prior notice. Charter school employees shall have no employment rights of any kind with CUSD. Charter school employees will receive STRS contributions from the school.

### **Exclusive Public School Employer**

Antelope View Charter School shall be deemed the exclusive public school employer of charter school employees for the purposes of the Educational Employment Relation Act (Gov. Code 3540, et seq). The rights of charter school employees shall be as specified in the Charter, except as those rights may be modified by any applicable collective bargaining agreement with a recognized exclusive bargaining representative for charter school employees.

Education Code Section 44237 shall be followed to ensure the safety of employees and students. All immunization and health related issues for both employees and students in Antelope View Charter School will be addressed in accordance with existing Board policies, state mandates, and applicable laws.

### **Governance Structure of Antelope View Charter School**

Antelope View Charter school relies on the community that it serves to ensure its effectiveness. The Advisory Board for this program includes nine members. The Board includes four parents with at least one parent residing outside the District boundaries. Parent representatives on the Advisory Board will be elected by the charter school parents on an annual basis, as candidates are available. At least two members of the Advisory Board will be members of the charter school staff elected by the charter school staff. One middle school and one high school student shall be elected to the Board by their fellow students. Student representatives will not have a vote on, nor access to information about, personnel matters. The Director/Principal shall serve on the Charter Board.

This Advisory Committee meets quarterly, with additional meetings as needed. The committee's responsibilities include but are not limited to financial and operational management of the school, adoption of the annual financial budget, solicitation and receipt of grants and donations, approval of contracts, relations with the District, implementation of personnel policies/procedures and resolution of employee matters.

## **Dispute Resolution**

Antelope View Charter School is considered a district school and is subject to all board policies unless specifically waived by the Governing Board.

Disputes between the Charter School and the District Board will be resolved through a collaborative effort between the Governing Board's appointee and the Director of the Charter School. If the sides cannot agree, non-binding mediation by a facilitator agreeable to and paid for by both parties will be attempted. In the event of further disagreement, binding arbitration by a mutually agreed upon arbiter will ensue within 10 business days, or other mutually agreed upon timeline. The arbitration fees shall be paid for by the "losing" side.

The Center Unified District Board may revoke this charter under the following conditions:

1. Failure to meet acceptable standards of fiscal management.
2. Failure to make progress toward pupil outcomes outline in the charter petition.
3. Committing a violation of the conditions, standards or procedures outlined in this MOU petition or the charter document already approved by Center Unified School District Board of Trustee (originally on August 2, 2000 and subsequently on August 21, 2002).

If either party is found unlawfully negligent of any statute in the State of California by way of misappropriation of funds, education code or any other malfeasance this agreement may be terminated.

## **Facilities**

Center Unified School District will provide educational facilities for Antelope View Charter School according to SB740 and other Ed. Code regulations as applicable.

## **Fiscal Agreements**

Antelope View Charter School commits the following financial obligations to Center Unified School District in accordance with the California Education Code sections regarding charter schools and agreement between the two entities.

1. 3% indirect district oversight of overall actual revenues of Antelope View Charter School per the law for rent free facilities (to be adjusted by law)
  - a. Insurance (Schools Insurance Group) {excluding additional insurance outline in the health and safety section of this agreement}
  - b. SELPA
  - c. Legal oversight
  - d. Any other indirect services provided to the schools within CUSD

2. Direct Costs

- a. Utilities
- b. Business office and personnel department (salary + benefits) / (CBEDS District-wide Personnel) X (CBEDS total Charter Personnel)
- c. Custodial Services
- d. Compensation to Center Unified School District for Antelope View Charter School students taking courses, using facilities and participating in activities in Center Unified School District (per student cost.) Total certificated costs / total Center High School students (CBEDS) / current number of high school sections
- e. Fingerprinting and drug testing for new teacher applicants through the personnel office.

3. Financial Accountability

- a. Center Unified School District will provide Antelope View Charter School with all charter information and monies regarding fiscal support the Antelope View Charter school program including but not limited to:
  - Block grant funding for charter schools
  - Categorical funding for charter schools
- b. Upon receipt of Charter information, Antelope View Charter School will provide Center Unified School District with all that is pertinent to fiscal and oversight activities which are the responsibility of Center Unified School District.

**Amendments**

Amendments to this MOU will be brought forward by the Charter Board for approval by the Board of Trustees.

**Indemnification**

Antelope View Charter School agrees to indemnify, defend and hold harmless Center Unified School District, its Board of Trustees, officers, agents, and employees from and against all claims, demands, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from the active negligence of CUSD, its board of Trustees, officers, agents, and employees.

Center Unified School District agrees to indemnify, defend and hold harmless Antelope View Charter School, its Charter Board, officers, agents, and employees from and against all claims, demands, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from the active negligence of AVCS, its Charter Board, officers, agents, and employees.

It is understood and agreed that such indemnity shall survive the termination of the Agreement.



This Memorandum of Understanding will terminate if the Charter for Antelope View Charter School is revoked or expires, otherwise it will remain in effect until the expiration date of the current Charter.

Signed,

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Donald Wilson, President  
CUSD Board of Trustees

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Date

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Rich Simas, Principal  
Antelope View Charter School

---

Date



## *Memorandum of Understanding*

### **AGREEMENT BETWEEN**

#### **Center Unified School District and Antelope View Charter School**

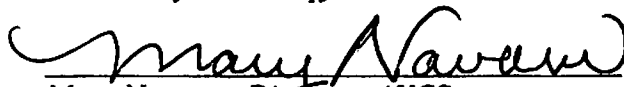
Intent: The purpose of this agreement is to contract with the Center Unified School District so that Antelope View Charter School can serve 6-12 grade students.

Agreement made March 7, 2007, between Center Unified School District, a public school district operating under the laws of the state of California, located at 8408 Watt Avenue, Antelope, California, referred to in this agreement as CUSD with Antelope View Charter School operating under Charter Laws of the state of California, located at 3242 Center Court Lane, Antelope, California, referred to in this agreement as AVCS.

In witness whereof, the parties have executed this agreement on the date and year first above written at 8408 Watt Avenue, Antelope, California. This memorandum of Understanding will terminate June 30, 2008 or if the charter for Antelope View Charter School is revoked or expires, whichever occurs first. This MOU may be renegotiated each year by July 1st of the coming year and will only be extended through express action by the Center Unified School District Board of Trustees

  
Kevin Jolly, PhD, Superintendent, CUSD

3/9/07  
Date

  
Mary Navarro, Director, AVCS

3-15-07  
Date

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# Chapter 1

## Hiring Procedures and Practices

AVCS is in partnership with the CUSD Personnel Department. AVCS receives the following services from CUSD. In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

### Chapter 1 – SECTION ONE

#### At Will Employment

1. ***Principal/Director of Antelope View Charter School is an employee of the District.***  
All other employees of the School shall not be deemed to be employees of the District for any purpose.
2. ***Separation of Employment:*** By executing an agreement to enter into an employment relationship with AVCS, each employee acknowledges that the relationship exists solely with AVCS and does not imply any employment relationship with CUSD or union membership.
3. ***At Will Employment:*** AVCS may terminate the employment of any employee at any time with or without cause with the express approval of the CUSD Director of Personnel.
  - a. The employer or employee may immediately terminate an employment agreement upon written notice to the other party.
  - b. Neither party may enter into another agreement with the intention to alter this “at-will” relationship.
  - c. Without impacting the “at-will” nature of the employment relationship, AVCS will conduct regular employee evaluation with the intention of providing feedback and guidance that may improve and support employee job performance.
  - d. Without impacting the “at-will” nature of the employment relationship, AVCS may elect to address job performance deficiencies and/or on-the-job infractions related to published job descriptions or AVCS job performance expectations with the “Facts Rules Impact Suggestions Knowledge” (FRISK) process. No intervention designed to improve employee performance shall be construed as changing the “at-will” nature of the employment relationship.

## **Chapter 1 – SECTION TWO**

### **General Employee Work Requirements**

1. ***Child Abuse Reporting Requirements:*** California Penal Code Section 11166 requires that any child care custodian who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment which he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.
  - a. By executing an agreement to enter into an employment relationship with AVCS, each employee acknowledges that he or she is a childcare custodian and is certifying that he or she has knowledge of California Penal Code Section 1116 and will comply with the responsibilities therein implied.
2. ***Direct Service to AVCS Students Only:*** Employees will render direct service in person to students enrolled in AVCS during contracted work hours.
  - a. Electronic means of indirectly providing service to any student will not qualify as time worked for an employee at AVCS or time spent in instruction for any student enrolled at AVCS.
  - b. Employees will not render service in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with AVCS. Any such activity may result in immediate termination of employment with AVCS.
3. ***Technology Use Requirement:*** All employees will enter into an agreement similar to the agreement that CUSD maintains with all employees with respect to use of technology at the work site or during contracted work hours. Any such activity may result in immediate termination of employment with AVCS.
4. ***Use of School Property Requirement:*** All employees will enter into an agreement with respect to use of school property, including curriculum materials.
5. ***Adherence to AVCS and Job Duty Practices and Procedures Requirement:*** All employees will enter into an agreement with respect to job duties and expectations related to employment at AVCS. Any activity that violates these specifically and generally agreed upon duties or expectations may result in immediate termination of employment with AVCS.

## **Chapter 1 – SECTION THREE**

## **Procedures for Hiring Salaried Employees**

1. ***Employment Application Services:*** CUSD will provide, to AVCS, employment application services including posting of positions, applicant information, and distribution of this information to potential employees, confirmation of negative TB testing, finger printing, and drug testing clearance. CUSD will provide equitable services and representation in the same manner as these services are provided to all CUSD school programs or sites, especially when posting positions similar to those posted for CUSD employment opportunities.
2. ***Autonomy and Oversight of Hiring Practices:*** When hiring staff for full time and/or salaried positions, AVCS will follow CUSD procedures but reserves the right to exercise autonomy and oversight of school staff selection except for principal/director. AVCS may elect to:
  - a. Write job descriptions specific to AVCS needs
  - b. Develop interview questions specific to AVCS needs
  - c. Post positions electronically, in local newspapers, or in professional journals in addition to CUSD postings in order to communicate with individuals who may be specifically qualified to meet AVCS needs
  - d. Review applications and select candidates for interview based on the flexibility of credentialing criteria under California Charter, Rural, and Small School Requirements [NCLB §1119, §9101(23); Reg. §§200.55, 200.56.]. The Director of AVCS recognizes the need for highly qualified teachers under No Child Left Behind and will meet the requirements under the flexible provisions specified by the U.S. Department of Education published in March, 2004 (HOUSSE).
3. ***Interview Scheduling and Notification:*** CUSD will provide interview scheduling and notification and timely communication in order to secure qualified candidates to fill open positions.
4. ***Interview Processes and Procedures:*** AVCS will follow CUSD interview processes and procedures and will submit documentation to the CUSD Personnel Department.
  - a. AVCS staff will conduct the interview process at the AVCS school site.
5. ***Reference/Background Checks:*** CUSD will conduct Reference/Background Checks in a timely and equitable manner.
  - a. AVCS may elect to verify references and/or to write reference verification questions and will inform CUSD Personnel Department when opting for this choice.

## **Chapter 1 – SECTION FOUR**

### **Procedures for Hiring Part-time Employees**

1. AVCS hires many part-time teachers at a monthly rate of pay and tutors at an hourly rate of pay. Procedures that support the maintenance of a pool of qualified part-time employees are less formal and include the following communication practices:
  - a. When teachers call or “drop in” seeking employment, administration at AVCS routinely conveys appreciation for teacher interest in employment and expresses a willingness to accept an application from any interested party. Potential applicants are always informed that teaching assignments, if any, are based on student learning needs (Math, Science, Foreign Language, etc.) and fluctuating enrollment. All potential applicants are referred to the Personnel Department at the CUSD for further information or to initiate the application process.
  - b. Applicants often inquire about the details of a position or the unique work environment at AVCS. The Director of AVCS or designee will provide applicants with a published job description or a verbal summary of said job description. Applicants are invited to visit the school or to meet informally with the Director.
  - c. The Director will meet with interested applicants to describe the charter school’s personalized learning programs and the requirements of the position (job description attached). The Director will then refer applicants to the Personnel Office at CUSD to initiate the procedure for employment. These positions are represented as part-time, non-union, “at-will” employment opportunities.
  - d. In the event of an increase in enrollment, the Director of AVCS will identify known applicants whose qualifications match the learning needs of students enrolled in AVCS. CUSD will identify applicants who have completed TB Testing, finger printing, and drug testing clearance.
  - e. Applicants who complete the CUSD hiring process and match the needs of AVCS student population will be contacted the Director of the Charter School to arrange for a meeting with the Director and designated AVCS staff (Counselors, Coordinators, and/or staff who provide new teacher orientation and training).
  - f. Based on this meeting, teachers may be offered a temporary “at-will” part-time or hourly teaching assignment.
    - i. A typical arrangement will consist of five students at a set monthly rate per student.
    - ii. Part-time instructors are required to sign an AVCS Teacher Requirement Agreement and standard CUSD Personnel Department documents.

## **Chapter 1 – SECTION FIVE**

### **New Employees**

1. All newly hired employees, including teachers, are paid to participate in training to orient each employee to AVCS mandated policies, processes, and procedures by the Office Manager or the Teacher Induction Coordinator.
  - a. The Office Manager will orient all newly hired classified staff to routine and standard procedures.
  - b. Teacher Induction Trainer assists all new hires in making initial contacts with parents and students.
  - c. The Teacher Induction Trainer attends the first two student/parent meetings with new teachers to ensure that the teacher understands and is able to participate according to expectations.
  - d. The Director and Teacher Induction Trainer, as part of the induction process, routinely observe new teachers during the first semester to evaluate performance and to provide support to the teachers.
  - e. At the end of the first semester of employment, newly hired teachers will continue employment based on student enrollment, student learning needs, and continued teacher professional performance.

## **Chapter 1 – SECTION SIX**

### **Termination Practices, Policies and Procedures**

All teachers sign the AVCS Teacher Agreement, Mandated Child Abuse Reporting Requirements, and the “At-Will” Employment Notification. Employment is based on AVCS enrollment, student learning needs, and an appropriate match between teacher credentialing and student learning needs.

1. In situations where teacher job performance is unsatisfactory or there is a lack of teacher compliance with established expectations, both full-time and part-time will be notified of the unsatisfactory performance or non-compliance using the FRISK process. After employees have been notified of and given the opportunity to correct their performance, their employment may be terminated with the approval of the CUSD Director of Personnel. These procedures are in compliance with California Charter rules and responsibilities.
  - a. With or without a Work Plan and FRISK process in place, full-time teachers who do not comply with AVCS requirements and expectations may be given



at least one verbal warning followed by two written warnings and thirty (30) days notice and then terminated as employees of AVCS.

- b. With or without a Work Plan and FRISK process in place, part-time teachers who do not comply with AVCS requirements and expectations or who are not needed to meet staffing requirements will not be assigned additional students during the introductory period and will be provided thirty (30) day's notice prior to the end of the current semester that their employment with AVCS is terminated.

## Chapter 2

### Special Education

AVCS is in partnership with the CUSD Special Education Department. AVCS agrees to follow procedures outlined below and to provide the following services to and receive the following services from CUSD to support students with disabilities who enroll in AVCS. In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

### Chapter 2 – SECTION ONE

#### Special Education Services Provided by AVCS

1. ***Resource Specialist Program (RSP) Provided by AVCS:*** AVCS will employ at least one full time teacher qualified to provide RSP services to students attending AVCS.
2. ***Instruction:*** AVCS reserves the right to configure RSP service delivery models according to needs identified on Individual Education Plans (IEPs) of the students enrolled in the school and the services will include no less than the following components.
  - a. ***Students with Disabilities Instructed 1:1 and in Small Groups:*** Instruction provided, by a teacher qualified to provide services to students with mild to moderate disabilities, in a consultation model or in a one to one, small group, or classroom setting at least one hour per week or more as prescribed by each student's IEP.
  - b. ***Students With Disabilities Instructed with Non-disabled Peers:*** Specialized instruction designed to target achievement deficits may be provided, by a highly qualified general education teacher teamed with a teacher qualified to provide services to students with mild to moderate disabilities, to groups that include students with disabilities and non-disabled peers.
    - i. Participation in these classes would supplement but not supplant individualized consultation and small group instruction provided by an RSP teacher as described in Chapter Two Section I – 2.a
3. ***Administrative Support Provided by AVCS:*** AVCS will employ at least one full time administrator who is qualified to provide administrative support to implement and/or maintain a legally compliant special education program that provides RSP services to students attending AVCS.

- a. AVCS will provide information to CUSD Special Education Department about any student who enrolls in the AVCS program when staff has knowledge that the student may have a confidential file describing provision of special education services currently or at any time in the past.
  - i. This information will be provided via phone and email with student contact information and the last school(s) of attendance so that the staff at the CUSD Special Education Services Department can request and maintain records.

## **Chapter 2 – SECTION TWO**

### **Special Education Services Provided by CUSD**

1. CUSD will calculate the per pupil encroachment fee that applies to all district students and provide this figure to AVCS annually on or before July 1 of each school year. AVCS agrees to pay to CUSD, on July 1 of each school year, an annual per pupil encroachment fee based on ADA at P2 the previous school year. In exchange, all DIS or other Special Education Services that are not included in the RSP model at AVCS will be provided by CUSD to students who are enrolled at AVCS in the same manner as these services are provided to schools in the district.
2. ***Low Incidence Disabilities Support:*** If a student who is enrolled at AVCS qualifies for special education services as a student with a Low Incidence Disability and requires assistive devices, such supports will be obtained through CUSD in the same manner as such devices would be obtained for students enrolled in CUSD programs.
3. ***Designated Instructional Services (DIS) Provided by CUSD:*** CUSD will provide a qualified school staff to assess and/or provide DIS to students with disabilities who attend AVCS.
  - a. ***Speech Language and Hearing (SLH):*** Students with an active IEP that identifies Speech Therapy or any other form of SLH will be provided, by a CUSD Speech Therapist, a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian prior to the development of an Interim IEP as well as services deemed necessary during a 30 day trial enrollment.
    - i. ***Interim Speech Services:*** Based on a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian of a student identified as currently eligible for SLH services, the CUSD Speech Therapist will recommend interim services for a period of 30 days.

1. During the 30 day trial enrollment of said student, services will be provided according to the Interim IEP.
  2. During the 30 day trial enrollment of said student, any assessment agreed upon with a CUSD Speech Therapist at the Interim IEP meeting shall be completed in order to determine appropriate SLH service needs, if any, that should be included on the annual IEP to be developed on or before the final day of the 30 day trial enrollment.
  3. It is understood that because AVCS only enrolls secondary students and because these students are provided a personalized prescriptive learning experience that SLH services will, in most cases, appropriately be provided via a consultation model with the RSP teacher at AVCS.
- ii. ***Annual Speech Services:*** In cases where direct Speech Services are required in order for the student to benefit from instruction at AVCS, a Speech Therapist identified by CUSD will participate in each IEP meeting in which the services are considered and provide a recommendation as to the frequency and duration of said services, and will develop goals and objectives for the IEP related to said services.
1. In these cases where direct Speech Services or assessment are required in order for the student to benefit from instruction at AVCS, CUSD will identify qualified staff to provide these services and will stipulate the location(s) where and time(s) when the student will be present to receive the services or participate in assessment.
- b. ***Psychological Services:*** Students with an active IEP that identifies Psychological Services in any form will be provided services deemed necessary during a 30 day trial enrollment and a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian prior to the development of an Interim IEP.
- i. ***Interim Psychological Services:*** Based on a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian of a student identified as currently eligible for psychological or other related services (Occupational Therapy or other therapeutic interventions related to social/emotional or neurological functioning), the CUSD School Psychologist will recommend interim services for a period of 30 days.

1. During the 30 day trial enrollment of said student, services will be provided according to the Interim IEP.
  2. During the 30 day trial enrollment of said student, any assessment agreed upon with a CUSD School Psychologist at the Interim IEP meeting shall be completed in order to determine appropriate psychological service needs, if any, that should be included on the annual IEP to be developed on or before the final day of the 30 day trial enrollment.
  3. It is understood that because AVCS is a small school and because students are provided a personalized prescriptive learning experience that includes academic counseling and support from an on-site counselor for general issues related to social/emotional adjustment, psychological services will, in most cases, be unnecessary.
- ii. **Assessment:** Students with an active IEP will be provided a complete evaluation according to legal mandated timelines in the same manner as other students with disabilities who are enrolled in CUSD.
1. AVCS will maintain, using the Sacramento County Office of Education (SCOE) Management of Information Systems (MIS), a list of Triennial Evaluations that are due and communicate with the School Psychologist provided by CUSD at least two months prior to the due date in order to facilitate obtaining permission to test and to schedule an IEP Meeting to review the results of the evaluation.
  2. CUSD will identify qualified staff to provide psychological evaluation and will stipulate the location(s) where and time(s) when the student will be present to participate in assessment.
  3. The School Psychologist will participate in any IEP wherein the results of a psychological evaluation are reviewed.

## **Chapter 2 – SECTION THREE**

### **Enrollment Procedures**

1. **Admission Criteria:** AVCS is designed to serve students in a co-educational Middle School and High School (grades 6-12) with site-based direct instruction provided by credentialed teachers, and home-based instruction assigned by teachers and supported by parents. All students, including students with

disabilities, in order to enroll as a regularly attending student capable of benefiting from a personalized learning program will meet the following criteria:

- a. Complete the 5<sup>th</sup> grade with passing marks.
  - b. Demonstrate on a standard assessment, the ability to read and write with comfortable fluency and comprehension at a minimum 4<sup>th</sup> grade California Standards level in either English or the student's native language.
  - c. Demonstrate, on a standard assessment, the ability to solve basic calculations using the operations of addition, subtraction, multiplication, and division at a minimum 4<sup>th</sup> grade California Standards level.
2. ***Students Who Have Been Recommended For Expulsion:*** AVCS agrees to comply with CUSD policies with respect to enrollment of students who have been recommended for expulsion or who have been expelled from CUSD or any other school district. Such students will not be considered for enrollment, except as permitted by CUSD policy.
3. ***Student Enrollment Procedures:*** All students, including students with disabilities, who apply for trial enrollment at AVCS, will participate in an in-take process that is designed to provide students and parents and the IEP Team with an opportunity to make an informed decision about the likelihood that the program offered at the AVCS will meet the student's needs and interests.
  - a. If it is reported or suspected that a student is currently receiving or has received special education services in the past, Individual Education Plan (IEP) documents will be requested from the school or district of previous attendance and will be considered along with any other relevant information at an in-take meeting.
    - i. AVCS will immediately obtain sufficient records to allow staff to evaluate student needs.
    - ii. AVCS will communicate with CUSD Special Education Department when a student is enrolled in order to allow CUSD to order and maintain student confidential records.
    - iii. Copies of any documents from student confidential files will be maintained at AVCS in a secure location for the duration of enrollment and returned to CUSD Special Education Department upon student disenrollment from AVCS.
  - b. If AVCS offers programs that appear to meet the needs and interests of a student with a disability and if there is a likelihood, based on data discussed in the intake meeting, that the student may benefit from the

program at AVCS with the support of special education services, the IEP Team will recommend an Interim trial placement for the term of 30 days.

- i. For students served by special education, an Interim IEP Meeting will be coordinated by the Resource Specialist and a notice will be delivered via certified mail to: student and parent(s), and a representative of CUSD and the Local Education Agency (LEA) from the district in which the student resides.

1. A date for review of the Interim IEP will be scheduled not later than 30 days from the date of the Interim IEP.

- ii. Upon completion of a 30 day trial term of enrollment, all students, including students with disabilities, who demonstrate the ability and commitment to participate according to expectations in the program at AVCS, will complete regular enrollment paperwork.

1. During the trial enrollment all students, including students with disabilities, must demonstrate an ability and commitment to make use of the program at AVCS in order to apply for regular enrollment in the program.
2. The IEP Team will review student progress on short term objectives and adjustment to the program at AVCS and make recommendations for placement and services to meet the needs of the student.

## **Chapter 3**

### **Technology**

In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

#### **Chapter 3 – SECTION ONE**

##### **Technology Services Provided by AVCS**

1. AVCS agrees to hold all employees accountable to sign and adhere to the CUSD Technology Use Agreement.
2. AVCS agrees to hold all students and families participating in school activities accountable to sign and adhere to a Technology Use Agreement modeled after the CUSD Technology Use Agreement.
3. AVCS agrees to purchase hardware and software for the purposes of instruction and school operations and to maintain these items for the benefit of AVCS students and personnel.

#### **Chapter 3 – SECTION TWO**

##### **Technology Services Provided by CUSD**

1. CUSD agrees to provide technology support to AVCS including:
  - a. A 100 megabit Ethernet connection to the District Office,
  - b. Internet access on a par with all CUSD school sites,
  - c. Email accounts for each employee of AVCS,
  - d. Full QSS and Web Tools access for qualified employees,
  - e. Equal access to all technology initiatives made available to all CUSD school sites, solely at the expense of AVCS,
  - f. Provision of all reasonable support services by CUSD technology personnel on a par with all CUSD school sites.



## **Chapter 4**

### **Facilities**

In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

#### **Chapter 4 – SECTION ONE**

##### **Facilities Interior Maintenance Provided by AVCS**

1. AVCS agrees to fund the full cost of custodial service as determined by Center Unified School District for the interior of buildings allocated to Antelope View Charter School. The interior of these buildings shall be maintained at AVCS expense to standards specified by CUSD for CUSD buildings.

#### **Chapter 4 – SECTION TWO**

##### **Facilities Interior Maintenance Provided by CUSD**

1. CUSD agrees to provide materials and to pay for workmanship to provide non-routine maintenance and repair of the permanent structural elements of the interior of the facility out of which the school operates including:
  - a. Significant plumbing, electrical, heating/air conditioning, interior structural integrity problems.

#### **Chapter 4 – SECTION THREE**

##### **Facilities Exterior Maintenance Provided by AVCS**

1. AVCS agrees to fund the cost of custodial maintenance for grounds and the exterior buildings allocated to Antelope View Charter School.
  - a. AVCS will fund routine janitorial maintenance and cleaning of the grounds and exterior of the facility.

#### **Chapter 4 – SECTION FOUR**

##### **Facilities Exterior Maintenance Provided by CUSD**

1. CUSD agrees to provide materials and to pay for workmanship to provide all routine and non-routine maintenance and repair of all elements of the exterior of the facility including:
  - a. Routine grounds maintenance including mowing, pruning, watering and routine maintenance of sprinkler system,
    - i. Clean-up of graffiti,
    - ii. Painting of building exterior as needed,
    - iii. Window replacement in the event a window is broken,
    - iv. Routine maintenance of security system and locks on exterior doors.

## **Chapter 5**

### **Business Services**

In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

### **Chapter 5 – SECTION ONE**

#### **Communication and Coordination**

1. ***Single Staff Contact:*** CUSD agrees to provide a single staff contact to coordinate business services between CUSD and AVCS.
2. ***Site Visitation:*** CUSD agrees to send a representative to visit the AVCS site to ensure compliance.

3. ***Mediating Disputes:*** CUSD agrees to participate in resolution of all disputes pursuant to policies and processes developed by the Center Unified School District, as referenced in the Center Unified School District Complaint Concerning District Employee(s) BP/AR 1312.1.

## **Chapter 5 – SECTION TWO**

### **Financial Oversight and Collaboration**

#### **1. *Financial Oversight Provided by CUSD:***

- a. CUSD agrees to provide financial oversight, including payroll services.
- b. CUSD will make AVCS aware of fiscal timetables and reporting deadlines in writing by August 1<sup>st</sup> of each school year:
  - i. Ex. end of month, P1, P2, P3.
- c. CUSD will serve as the fiscal agent for AVCS and will conduct all financial audits consistent with state accounting practices.
  - i. The reports will be available for review by the public.
  - ii. No later than December 31 of each calendar year, which is the deadline established by the state of California, all audit exceptions and/or deficiencies will be reserved to the satisfaction of the Board of Trustees and the District.
  - iii. Any disputes regarding the resolution of audit exceptions will be addressed by Center Unified School District.

#### **2. *Dispute Resolution:***

- a. AVCS is considered a district school and is subject to all board policies unless specifically waived by the Center Unified School District Board of Trustees.
- b. Dispute between AVCS and Center Unified School District Board of Trustees will be resolved in consultation with AVCS, with final authority resting with the Center Unified School District Board of Trustees.
  - i. Amendments to the Memorandum of Understanding will be made through the School Site Council Advisory Board as defined in the Charter and approved by the Board of Trustees for CUSD.

**3. *Charter Revocation:***

- a. CUSD may revoke the AVCS Charter under the following conditions:
  - i. Failure to meet acceptable standards of fiscal management,
  - ii. Failure to make progress toward pupil outcomes outlined in the Charter,
  - iii. Committing a violation of the conditions, standards, or procedures outlined in this Memorandum of Understanding or the Charter approved by CUSD Board of Trustees.
- b. In the event the Board of Trustees of the Center Unified School District determines AVCS to have engaged in fiscal mismanagement or violated any provision of law, the Board of Trustees may, in consultation with the AVCS School Site Council, may at its sole discretion, and with 90 days written notification may terminate this agreement and revoke the AVCS Charter. However, if the alleged violation presents an immediate threat to health or safety, the Center Unified School District Board of Trustees may act immediately.

**4. *Financial Oversight Facilitated by AVCS:***

- a. AVCS will provide all financial statements required by CUSD.
- b. AVCS will utilize QSS software along with timetables established by CUSD to remain in compliance with all required deadlines in fiscal matters. AVCS agrees to provide Center Unified School District with access to its QSS software and to provide Center Unified School District with any and all necessary passwords and/or access codes to do so.
- c. AVCS will utilize the same audit firm chosen by CUSD in order to maintain continuity within the district. Furthermore, AVCS will be billed for a portion of the audit prepared by the external auditors. The formula for this billing is based on the total cost of the audit divided by the total number of students in the district times the total number of students enrolled at AVCS averaged across P1, P2, and P3.

**5. *Fiscal Agreements:***

- a. AVCS commits the following financial obligations to CUSD in accordance with the California Education Code sections describing charter schools and agreement between the two entities.

- i. 3% indirect district oversight of overall actual revenues of AVCS per the law for substantially rent-free facilities (to be adjusted by law) including:
    - 1. Insurance (Schools Insurance Group) excluding additional insurance outlined in the health and safety section of this Memorandum of Understanding,
    - 2. Special Education Local Planning oversight and support as defined in Chapter Two of this Memorandum of Understanding,
    - 3. District technology and facility support, as defined in Chapter Three and Four of this Memorandum of Understanding,
  - ii. Direct Costs including:
    - 1. Utilities,
    - 2. Business office and personnel department (salary + benefits) / (P2 Total District-Wide ADA) X (P2 Total Charter ADA)
    - 3. custodial services,
    - 4. Compensation to CUSD for AVCS students taking courses, using facilities, and participating in activities in CUSD (per student cost). Total Certificated Costs / Total CHS Students (CBEDS) / 5 sections.
    - 5. Fingerprinting and drug testing for new employee applicants through the Personnel Office.
- b. Center Unified School District shall retain 100% of the AVCS' special education funding based upon the total annual ADA of the AVCS to cover the cost of special education services provided by the Center Unified School District. In addition Center Unified School District is authorized to deduct from AVCS revenues a special education general fund encroachment fee for each pupil enrolled at AVCS. General fund encroachment fees shall be computed by dividing Center Unified School District's total special education general fund encroachment in the preceding fiscal year by the total district ADA for the preceding fiscal year multiplied by the AVCS total ADA in the preceding fiscal year (and reference Chapter 2 – Section Two, #1).
- c. CUSD will provide AVCS with all charter information and monies with respect to the fiscal support of AVCS including but not limited to:
  - i. Block grant funding for charter schools,

- ii. Categorical funding for charter schools.
- d. AVCS will provide CUSD with all charter information pertinent to fiscal and oversight activities that are the responsibility of CUSD upon receipt of the information.
- e. CUSD agrees to sponsor AVCS insurance needs.
  - i. It is the responsibility of CUSD to examine the liability of the Personalized Learning Program at AVCS to determine if additional coverage is required, then any new policies or additional costs will be the fiscal responsibility of AVCS.

**6. *Indemnification:***

- a. AVCS agrees to indemnify, defend, and hold harmless CUSD, its board of trustees, officers, agents, and employees from and against all claims, demands, damages, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from active negligence of AVCS, its advisory board, officers, agents, and employees.
- b. CUSD agrees to indemnify, defend, and hold harmless AVCS, its advisory board, officers, agents, and employees from and against all claims, demands, damages, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from the active negligence of CUSD, its board of trustees, officers, agents, and employees.
- c. It is understood that such indemnity shall survive the termination of this Agreement.

*Center Joint Unified School District*

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item     X    

To: Board of Trustees

Information Item           

Date: May 6, 2009

#Attached Pages     4    

From: Dr. Kevin J. Jolly, Superintendent

Principal's Initials:           

**SUBJECT: Adoption of Minutes**

**The minutes from the following meeting are being presented:**

April 15, 2009 Regular Meeting

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

**CONSENT AGENDA**

# CENTER JOINT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES REGULAR MEETING Wilson C. Riles Middle School - Multi Purpose Room 4747 PFE Road, Roseville, CA 95747

Wednesday, April 15, 2009

### MINUTES

**CALL TO ORDER** - President Wilson called the meeting to order at 5:30 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

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

1. Student Expulsions/Readmissions (G.C. §54962)
2. Public Employee Discipline/Dismissal/Release (G.C. §54957)

**PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION** - none

**CLOSED SESSION** - the Board adjourned into Closed Session at 5:30 p.m.

**OPEN SESSION** - called to order by Mr. Wilson at 6:00 p.m.

**FLAG SALUTE** - led by Trustee Friedman

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** - President Wilson announced that the Board had met in Closed Session, and in the matter of:

1. **Student Expulsions/Readmissions (G.C. §54962)**  
**Student Expulsion #08-09.24** - Recommendation approved.

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

**Ayes:** Anderson, Blenner, Friedman, Williams, Wilson

2. **Public Employee Discipline/Dismissal/Release (G.C. §54957)** – no action taken.

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

**Motion:** Friedman  
**Second:** Williams

**Vote:** General Consent



### **STUDENT / STAFF RECOGNITIONS**

1. Riles Middle School Student Recognitions - Joyce Duplissee, Principal, awarded students with a certificate and a pin to students for these recognitions: met their AR goals every time this year, highest AR goal, most improved, most improved and dedicated, excellent student, great all-around student, great new addition to class, and Mr. Polite and Gracious.

### **ORGANIZATION REPORTS**

1. **CUTA** - Ann Neal, President, was not available to report.
2. **CSEA** - Marie Huggins, President, announced the union has been working hard to continue to negotiate with the district regarding some of the proposed cuts. She noted that they appreciate the district recommending that the Resolution regarding the Food Service workers be Tabled today. They would like to discuss the proposed cuts and findings with the Food Service workers. She thanked George and Craig for meeting with them today and thanked the Board for waiting on this item.

### **REPORTS/PRESENTATIONS**

1. **Facilities & Security Report** - Craig Deason, Assistant Superintendent Operations & Facilities, handed the Board current pictures of the Stadium. He also shared with the Board information on the CHS Stadium and Field Upgrades. The rest of the information was available in his written report in the packet.

### **COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA - none**

### **BOARD/SUPERINTENDENT REPORTS**

#### **Mr. Friedman**

- had nothing to report.

#### **Mrs. Anderson**

- noted that she hoped everyone had a wonderful Spring Break and welcomed everyone back.

#### **Mr. Blenner**

- welcomed everyone back from Spring Break.
- thanked his 6 students for coming tonight.
- wished everyone well on the STAR testing coming up.

#### **Mrs. Williams**

- welcomed everyone back from Spring Break.
- asked to see the numbers of how many students will not be graduating this year.
- asked to discuss meeting places (on next agenda); she would like to see Board Meetings be held at North Country on a regular basis.

#### **Dr. Jolly**

- noted that he is halfway done visiting all of the classrooms in the district.

#### **Mr. Wilson**

- noted that he signed his daughter up for Kindergarten today.

**CONSENT AGENDA**

1. Approved Adoption of Minutes from April 1, 2009 Regular Meeting
2. *This item was pulled from the Consent Agenda*
3. Approved 2008/2009 Master Contracts  
Charis Youth Center  
Excelsior High School
4. Approved 2008/2009 Individual Service Agreement  
2008/09-15 Charis Youth Center
5. Approved Amendment #2 to the Sprint/Nextel Site Lease Agreement
6. Approved Award of Contract for Mandated Cost Claims To Centration for 2009/10 Fiscal Year
7. Approved Payroll Orders: July 2008 through March 2009
8. Approved Supplemental Agenda (Vendor Warrants)

There was a motion to vote on all of the Consent Agenda Items, pulling Consent Agenda Item #2- Resolution #30/2008-09, Layoff for Lack of Work or Lack of Funds.

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

**CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION**

2. Tabled Resolution #30/2008-09 Layoff for Lack of Work or Lack of Funds

There was a motion to Table #2, Resolution #30/2008-09 Layoff for Lack of Work or Lack of Funds, to the next meeting.

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

**BUSINESS ITEMS**

**A. REVISED MOTION APPROVED - Postpone the Move of McClellan High School to the Alternative Education Site to the 2010/2011 School Year**

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

There was a motion to change this item to be that we not co-locate McClellan High School with the charter schools.

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

**B. APPROVED - First Reading: AR 4112.23**

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

**C.     TABLED - First Reading: BP 2300, Conflict of Interest Code: Designated Personnel, and E 9270, Conflict of Interest**

There was a motion that this item be tabled until after the election in May.

**Motion Passed.**

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

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

**PUBLIC HEARING:** Mitigated Negative Declaration and Preliminary Environmental Assessment for the District's proposed Rex Fortune Elementary School site.

President Wilson opened the public hearing at 6:41 p.m. There were no public comments. The public hearing was closed at 6:41 p.m.

**D.     APPROVED - Resolution #31/2008-09: Preliminary Environmental Assessment for the Rex Fortune Elementary School Site**

**Motion:**       Friedman  
**Second:**       Blenner

**Vote:** General Consent

**ADVANCE PLANNING**

**a.     *Future Meeting Dates:***

- i.       Regular Meeting: Wednesday, May 6, 2009 @ 6:00 p.m. - Oak Hill Elementary School – Multi Purpose Room*

**b.     *Suggested Agenda Items: Closed Session – Personnel Item.***

**ADJOURNMENT – 6:42 p.m.**

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

**Vote:** General Consent

Respectfully submitted,

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

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Libby A. Williams, Clerk  
Board of Trustees

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Adoption Date

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel Department

**Action Item** X

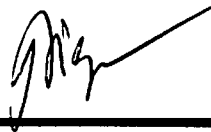
**Date:** May 6, 2009

**Information Item**

**To:** Board of Trustees

**# Attached Pages** 1

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



**Subject:** Certificated Personnel Transactions

**Release of Temporary Employees**

Mary Bono, Spinelli Elementary School  
Edward Gaither, Curriculum and Instruction  
Dolores Love, North Country Elementary School  
William Newton, Center High School  
Todd Silverman, Dudley Elementary School

**Retirement**

Joseph Memoli, Spinelli Elementary School

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

**CONSENT AGENDA**

### **Release of Temporary Employees**

Mary Bono will be released from her temporary position as Adult Education Teacher, Spinelli Elementary School, effective end of day on May 29, 2009.

Edward Gaither will be released from his position as temporary Speech Therapist, Curriculum and Instruction, effective end of day on May 29, 2009.

Dolores Love will be released from her temporary position as Title 1 Reading Teacher, North Country Elementary School, effective end of day on May 29, 2009.

William Newton will be released from his temporary position as Physical Education/Science Teacher, Center High School, effective end of day on May 29, 2009.

Todd Silverman will be released from his temporary position as Counselor, Dudley Elementary School, effective end of day on May 29, 2009.

### **Retirement**

Joseph Memoli has submitted his intent to retire from his position as Fourth Grade Teacher, Spinelli Elementary School, effective end of day on May 29, 2009.

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel Department

**Date:** May 6, 2009

**Action Item**   X  

**To:** Board of Trustees

**Information Item**       

**From:** George Tigner  
Director of Personnel

**# Attached Pages**   2  



**SUBJECT:** Resolution #30/2008-09 Layoff For Lack Of Work Or Lack Of Funds

Resolution #30/2008-09 is a result of lack of funds/lack of work. Per Article XVII of the CSEA/CUSD Agreement, affected employees will be sent notice of layoff no less than forty five (45) calendar days prior to the effective layoff date.

**RECOMMENDATION:** Approve Resolution #30/2008-09 as submitted

**CONSENT AGENDA**

**BOARD OF TRUSTEES OF THE CENTER JOINT UNIFIED SCHOOL  
DISTRICT**

**RESOLUTION NO. #30/2008-09**

**RESOLUTION OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES RELATING TO THE REDUCTION OR ELIMINATION  
OF PARTICULAR KINDS OF CLASSIFIED SERVICES**

**WHEAREAS**, the Superintendent has recommended to the Board of Trustees of the Center Joint Unified School District that it shall be necessary to reduce or eliminate the particular kinds of services of the District described below not later than the beginning of the 2009-10 school year; and

**WHEAREAS**, Education Code sections 45114 and 45308 provide that classified employees shall be subject to layoff for lack of work or lack of funds; and

**WHEAREAS**, Education Code section 45117 provides that classified employees subject to layoff shall be given notice of layoff not less than forty five (45) days prior to the effective date of layoff and be informed of their displacement rights, if any, and reemployment rights; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees hereby determines that positions in the classified service shall be eliminated and/or reduced for lack of work and/or lack of funds, as follows:

Cafeteria Manager/7-12	.125 FTE
Cafeteria Site Manager/K-6	.625 FTE
Food Service Worker	1.782 FTE
Cafeteria Cashier	.063 FTE

**BE IT FURTHER RESOLVED** by the Governing Board of the Center Joint Unified School District, as follows:

1. That the Superintendent is directed and authorized to give notice of layoff/reduction in hours to the affected classified employees in accordance with the requirement of law; and
2. That said layoff shall become effective on June 30, 2009; and
3. That classified employees laid off pursuant to the Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

PASSED AND ADOPTED by the Board of Trustees of the Center Joint Unified School District on May 6, 2009, by the following vote:

AYES:

NOES:

ABSENT:

CERTIFICATION

STATE OF CALIFORNIA       )  
                                      )     SS.  
COUNTY OF SACRAMENTO    )

I certify the above is a true copy of a resolution adopted by the Board of Trustees of the Center Joint Unified School District at a meeting held on May 6, 2009.

BOARD OF TRUSTEES OF THE CENTER  
JOINT UNIFIED SCHOOL DISTRICT,  
COUNTY OF SACRAMENTO, STATE OF  
CALIFORNIA

BY: \_\_\_\_\_  
          KEVIN JOLLY  
          Superintendent



# Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: March 6, 2009

To: Board of Trustees

From: George Tigner  
Director of Personnel

Action Item   x  

Information Item  
# Attached Pages



SUBJECT: RESOLUTION # 32/2008-09

Attached for Board review and action is Resolution # 32/2008-09,  
Final Certificated Notice of Layoff for the ensuing 2009-10 school  
year.

RECOMMENDATION: Approve Resolution #32/2008-09

CONSENT AGENDA

**GOVERNING BOARD OF TRUSTEES OF THE  
CENTER JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 32/2008-09**

**(Final Notice of Layoff Because of Reduction of Particular Kinds of Services  
No Request for Hearing)**

WHEREAS, the Governing Board of Trustees of the Center Joint Unified School District ("District"), by Resolution No. 25/2008-09, determined to reduce or eliminate particular kinds of services of the District no later than the beginning of the 2009-2010 school year; and

WHEREAS, in accordance with that Resolution, the Superintendent or designee sent appropriate notices to all employees affected by said reduction of services; and

WHEREAS, although advised of their right to a hearing, the attached list of certificated employees did not request a hearing.

THEREFORE, it is ordered that:

1. The Governing Board of Trustees finds that sufficient cause exists pursuant to Education Code sections 44949 and 44955 not to reemploy the certificated employees on the attached list for the ensuing 2009-2010 school year.

2. The services of the certificated employees on the attached list will not be required for the ensuing 2009-2010 school year:

3. Notice shall be given to each of the named certificated employees before May 15, 2009 that they will not be reemployed for the ensuing school year pursuant to Education Code sections 44949 and 44955.

PASSED AND ADOPTED by the Governing Board of Trustees of the Center Joint Unified School District on May 6, 2009, by the following vote:

AYES:

NOES:

ABSENT:

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DONALD WILSON, BOARD PRESIDENT

**CERTIFICATION**

State of California     )  
                                  )  
County of Sacramento )     ss.

I do hereby certify and declare that the foregoing is a full, true and complete copy of a resolution duly adopted by the Governing Board of Trustees of the Center Joint Unified School District at a meeting held on May 6, 2009.

**GOVERNING BOARD OF TRUSTEES OF THE  
CENTER JOINT UNIFIED SCHOOL DISTRICT,  
COUNTY OF SACRAMENTO, STATE OF  
CALIFORNIA**

BY: \_\_\_\_\_  
          **KEVIN JOLLY**  
          **Superintendent**

**Attachment: Resolution No. 32/2008-09**

**The following certificated employees will be given final notice of layoff because of reduction of particular kinds of services and therefore, will not be reemployed for the ensuing 2009-2010 school year.**

**Abe Smith  
Cierra High  
Erin Koepke  
Jacqueline Guillen  
Kimberly Butler  
Mary Keesling  
Soledad Ramirez  
Veronica Popovich  
Winter Myers  
Gaye Lauritzen**

# Center Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Center High School

Date: April 15, 2009

Action Item ☒

To: CUSD Board of Trustees

Information Item ☐

From: Steve Thiessen

# Attached Pages 3

Principal's Initials ST

## SUBJECT:

### CALIFORNIA HIGH SCHOOL EXIT EXAM (CAHSEE) WAIVER REQUEST

Steve Thiessen, Center High School Principal, is requesting approval for the three (3) attached CAHSEE Waiver Requests.

Students 25861, 27434, and 24486 have taken one or both parts of the CAHSEE with a modification, and have received the equivalent of a passing score, thereby making them eligible for the waiver process. At the request of their parents, Mr. Thiessen is submitting this Waiver Request to the Board. Mr. Thiessen certifies that these students have meet all of the conditions specified in Section 60851 (c) of the Education Code.

The attached Waiver Forms must be signed by the Board Members and the appropriate Board action (waiver approved / waiver denied) must be checked. Once completed, the original forms must be returned to Center High School's Testing Coordinator, Ann Neal.

## RECOMMENDATION:

Approve CAHSEE Waivers for students with identified learning disabilities.

CONSENT AGENDA

**CALIFORNIA HIGH SCHOOL EXIT EXAM  
WAIVER REQUEST FOR STUDENTS WITH A DISABILITY**

Students who take one or both parts of the California High School Exit Exam (CAHSEE) with a modification and have received the equivalent of a passing score are eligible for the waiver request process. At the request of the parent, the school principal will submit to the local school governing board a waiver request. For the local board to waive the CAHSEE requirement the principal must certify that the student has met all of the conditions specified in section 60851(c) of the Education Code.

STUDENT NAME [REDACTED]

STUDENT NUMBER 25861

Modification used on:

X ELA Test

\_\_\_\_\_ Math Test

I certify that the student above has met the following requirements and is eligible to receive a California High School Exit Exam waiver.

1. The student has an individualized education program or a 504 plan in place that requires modifications be provided to the pupil when taking the CAHSEE.
2. The student has sufficient high school level course work either satisfactorily completed or in progress to have attained the skills and knowledge needed to pass the CAHSEE.
3. The student has an individual score report showing that he/she has received the equivalent of a passing score while using modifications.

Certified:

Name Steve Thiessen

Title Princ. p.d

Signature [Signature]

Date 4-15-09

**CALIFORNIA HIGH SCHOOL EXIT EXAM  
WAIVER REQUEST FOR STUDENTS WITH A DISABILITY**

Students who take one or both parts of the California High School Exit Exam (CAHSEE) with a modification and have received the equivalent of a passing score are eligible for the waiver request process. At the request of the parent, the school principal will submit to the local school governing board a waiver request. For the local board to waive the CAHSEE requirement the principal must certify that the student has met all of the conditions specified in section 60851(c) of the Education Code.

STUDENT NAME

[REDACTED]

STUDENT NUMBER

27434

Modification used on:

           ELA Test

  X   Math Test

I certify that the student above has met the following requirements and is eligible to receive a California High School Exit Exam waiver.

1. The student has an individualized education program or a 504 plan in place that requires modifications be provided to the pupil when taking the CAHSEE.
2. The student has sufficient high school level course work either satisfactorily completed or in progress to have attained the skills and knowledge needed to pass the CAHSEE.
3. The student has an individual score report showing that he/she has received the equivalent of a passing score while using modifications.

Certified:

Name Steve Thiessen

Title Principal

Signature [Signature]

Date 4-15-09

## CALIFORNIA HIGH SCHOOL EXIT EXAM WAIVER REQUEST FOR STUDENTS WITH A DISABILITY

Students who take one or both parts of the California High School Exit Exam (CAHSEE) with a modification and have received the equivalent of a passing score are eligible for the waiver request process. At the request of the parent, the school principal will submit to the local school governing board a waiver request. For the local board to waive the CAHSEE requirement the principal must certify that the student has met all of the conditions specified in section 60851(c) of the Education Code.

STUDENT NAME \_\_\_\_\_

STUDENT NUMBER 24486

Modification used on:

\_\_\_\_\_ ELA Test

X Math Test

I certify that the student above has met the following requirements and is eligible to receive a California High School Exit Exam waiver.

1. The student has an individualized education program or a 504 plan in place that requires modifications be provided to the pupil when taking the CAHSEE.
2. The student has sufficient high school level course work either satisfactorily completed or in progress to have attained the skills and knowledge needed to pass the CAHSEE.
3. The student has an individual score report showing that he/she has received the equivalent of a passing score while using modifications.

Certified:

Name Steve Thiesse

Title Principal

Signature [Signature]

Date 4-15-09



# Center Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Instructional Services

**Date:** May 6, 2009

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

**From:** Scott Loehr  
Assistant Superintendent

**# Attached Pages**

**Principal's Initials:** SL

**SUBJECT:** Agreement for Professional Categorical Services  
With Categorical Connection – School Innovations & Advocacy

For an annual rate of \$2400.00 for 12 months

The services will include:

- \* Unlimited district-wide access to Categorical Connection
- \* Professional Service consulting through our “Ask the Experts” section
- \* One copy of the Administrators Guide to Categorical Programs
- \* Preferred rate for district subscribers to any categorical related professional development offered by SI&A
- \* Subscription will be paid with Federal Categorical dollars (Title 1)

**RECOMMENDATION:** Approval from the Board of Trustees

**CONSENT AGENDA**

**HEADQUARTERS**  
11130 Sun Center Drive  
Rancho Cordova, CA  
95670-6112  
MAIN 800.487.6441  
FAX 888.487.6441

**CAPITOL OFFICE**  
1201 K Street  
Sacramento, CA  
95814-3973  
MAIN 916.669.5425  
FAX 866.842.3453

**NORTHERN CALIFORNIA**  
40 Hilltop Drive, Suite C  
Redding, CA  
96003-2806  
MAIN 800.487.9234  
FAX 866.752.7767

**SOUTHERN CALIFORNIA**  
790 East Colorado Blvd.  
Pasadena, CA  
91101-2187  
MAIN 800.487.9234  
FAX 866.573.8570

HELP DESK 877.954.4357  
www.sia-us.com

February 20, 2009

Scott Loehr  
Center Unified School District  
3901 Little Rock Dr  
Antelope, CA 95843

Greetings:

As a Director of Categorical Programs and site principal for over 25 years, I am thrilled to be associated with SI&A's Categorical Services Division. As you are well aware, the daily task of monitoring state and federal supplemental educational programs is extremely daunting and complex. SI&A is now proud to offer a *Categorical Connection Professional Services Contract* that includes a number of additional features and items that will benefit you as a categorical director.

For an annual rate of \$2400 you will receive a collection of valuable services from content experts who have walked in your shoes and are excited about providing assistance and reduce the strain of your position.

The Categorical Connection Professional Service Contract includes the following:

- **Unlimited district-wide access to Categorical Connection.** *Categorical Connection provides you with targeted breaking news, compliance and monitoring advice and an interactive calendar listing important due dates. It is also central repository for resources to assist you in understanding state and federal programs and eliminate searching multiple locations to access information.*
- **Professional Service consulting through our "Ask the Experts" section - as requested by client to a total of twelve (12) direct service hours during the 12-month period of this Agreement.**
- **One copy of the Administrators Guide to Categorical Programs authored by categorical expert, Carol Brush.**
- **Preferred rate for district subscribers to any categorical related professional development offered by SI&A**

Your decision to utilize this outstanding Professional Services Agreement will ensure you and others the ability to access much needed guidance and information, consulting services and additional expertise immediately.

Please approve the attached SI&A professional Categorical Connection service agreement so you can begin taking advantage of the valuable service. Once you sign and return the attached agreement, our implementation team will contact you to begin this valuable service. Should you have any questions, call us at 1.877.954.4357.

Most sincerely,



Rick Carder, Director of Categorical Support  
School Innovations and Advocacy



## **AGREEMENT FOR PROFESSIONAL CATEGORICAL SERVICES**

**Between  
SCHOOL INNOVATIONS & ADVOCACY, INC.  
And  
CENTER UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT FOR PROFESSIONAL CATEGORICAL SERVICES, dated \_\_\_\_\_, 2009 (the "Agreement") is made by and between Center Unified School District ("District"), and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

### **RECITALS**

WHEREAS, District needs assistance regarding categorical issues program issues; and fiscal and compliance issues as they relate to state and federal programs;

WHEREAS, SI&A has experience and expertise in categorical consulting; and is specifically skilled, trained, experienced, and competent to render the services and advice described below; and

WHEREAS, SI&A represents itself able and, for a consideration, willing to perform the services required by District.

### **AGREEMENT**

NOW, THEREFORE, the Parties mutually agree as following Scope of Service to be provided the District:

- A. SI&A agrees to provide District the following services relating to major education issues as they relate to state and federal programs during the Agreement Period:
  - i. District-Wide Membership to SI&A's Categorical Connection, a comprehensive online resource that delivers up to date information and opinions on key program, fiscal and compliance issues as they relate to state and federal programs with particular emphasis on; budgeting and finance, monitoring and evaluation and state and federal legislation in regards to categorical programs
  - ii. Access to SI&A subject matter expert created forms and materials for use in categorical program implementation, ongoing monitoring and evaluation
  - iii. Interactive calendar's and task lists, organized by key categorical program area for use when implementing and monitoring state and federal programs.
  - iv. Tools that allow planning and calculation in areas of personnel cost and categorical funding.
  - v. Annual delivery of one copy of SI&A's Administrator's Guide to Categorical Programs, an extensive review and how to guide for directors and other state and federal program personnel. This publication is annually updated to include timely and accurate information in areas such as State and Federal Programs, the consolidated application, time accounting federal fiscal requirements, LEA plans/SPSA plans, private school equity and parent involvement.
- B. District Preferred Rate at workshops held by SI&A, such attendance to occur during the Agreement Period.
- C. District preferred rate for district subscribers to any site based Categorical training held by SI&A.
- D. SI&A shall provide District with consulting services as requested by District to a total of twelve (12) direct service hours during the 12-month period of this Agreement, at no additional cost beyond the annual fee. SI&A will provide an annual

invoice for direct service hours at the end of each fiscal year. The hours of service may be used as District directs on state and federal program service issues, including school finance, legislation, school budgeting, and categorical program issues; fiscal and compliance issues.

- i. Services for which the base service hours may not be used include school facility studies, special education revenue maximization studies, legislative representation or advocacy, attendance accounting services, mandated cost reimbursement claims, or major customized research projects or studies, or any other services provided by SI&A.
1. **Agreement Period.** The Agreement shall be for a one (1) year period commencing on the date by which this Agreement has been executed by both parties (the "Effective Date"). Each year thereafter, the term of this Agreement shall automatically renew for an additional one (1) year term (each one (1) year term shall be referred to herein as an "Agreement Period"), or either Party gives written notice to the other Party of its intent not to renew the Agreement no less than thirty (30) days prior to expiration of the then current Agreement Period. This Agreement will remain in effect until either Party terminates this Agreement in accordance with the terms set forth herein.
2. **Payment of Fees.**
  - 2.1 **Fee.** For the Services provided during the Agreement Period, District agrees to pay SI&A a fee of \$2400 (the "Fee").
  - 2.2 **Payment Plan.**
    - i. The Fee for the first Agreement Period is payable in one (1) annual installment due upon SI&A's receipt of this Agreement executed by District. Thereafter, the Fee is due annually on each anniversary of the Effective Date for each renewal term of the Agreement.
    - ii. District may request additional services from SI&A in excess of the Annual Service Hours. Any such services agreed upon by SI&A shall be provided to District at SI&A's then current hourly rate.
    - iii. Whether as part of the Services provided for the Fee or as additional services provided pursuant to Section B (ii) above, District agrees to compensate SI&A for any and all travel expenses associated with the performance of all such services, provided that such travel is requested and approved by District.
3. **Termination.** District may terminate this Agreement, with or without cause, by delivering written notice of termination to SI&A not later than thirty (30) days prior to end of the current Agreement Period. Upon termination, District shall (a) not be entitled to any reimbursement of the Fee or any portion thereof; and (b) be obligated to pay any portion of the Fee owed to SI&A for such Agreement Period and any other fees owed to SI&A no later than thirty (30) days after the effective date of termination. SI&A may immediately terminate this Agreement and/or suspend District's use of the Categorical Connection at any time if District is in breach or SI&A has reasonable grounds to believe that District is in breach under this Agreement. In such event, SI&A shall provide written notice to District of such termination and/or suspension. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3.
4. **Confidentiality.** District shall keep confidential each user name and password provided by SI&A to District for access to the Categorical Connection. District must immediately notify SI&A of any unauthorized use or any other breach of security regarding SI&A's web site, the Categorical Connection or any other document provided by SI&A herein known to District. District shall be entirely responsible for all access to the Categorical Connection where access is facilitated by any user name and password provided to District regardless of whether such access is with or without District's consent. District agrees not to disclose its user names and passwords to third parties or allow its account to be used by anyone except District.
5. **Use.** District may not do any of the following: (a) sub-license, rent, lease, transfer or attempt to assign its rights to access the Categorical Connection to any other person who is not an employee of District; (b) alter or remove any copyright notices or other notices indicating SI&A's proprietary ownership of any intellectual property in the Categorical Connection; and (c) create a database in electronic or structured form by systematically downloading and storing all or any portion of the Categorical Connection. District is allowed to access the Categorical Connection solely for its own internal business use and may not resell such information. District must not attempt to interfere with the proper working of the Categorical Connection and, in particular, District must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device of SI&A.

District shall not use the Categorical Connection to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

6. **Privacy Considerations.** SI&A may need to review or monitor District's use of the Categorical Connection or its website from time to time and SI&A reserves the right to copy and distribute to third parties any information associated with District's use of the Categorical Connection or its web site. District hereby acknowledges that it has no right to privacy regarding its use of the Categorical Connection and SI&A's web site. District authorizes SI&A to use, store or otherwise process any personal information which relates to and/or identifies District and/or District's employees or agents, including, but not limited to, District's name and address or the names and addresses of District's employees and agents, to the extent reasonably necessary to provide access to the Categorical Connection and SI&A's web site.
7. **Proprietary Rights.** This Agreement provides District with the right to access and use the Categorical Connection, SI&A's web site and the other information provided herein, but the Categorical Connection, SI&A's web site and all information provided herein shall always remain within SI&A's exclusive proprietary control. SI&A alone owns the intellectual property rights to, including copyrights and all other rights under law, any and all protectable components of the information provided to District herein, SI&A's web site and the Categorical Connection, including, without limitation, the "look and feel," the end-user interfaces, the name of the system, many of the individual features and the collective works consisting of sequences of all public messages on the Categorical Connection and SI&A's web site. District may not reproduce any sequence of messages from any such system, either electronically or in print, without SI&A's permission.
8. **Disclaimer.** District may not and does not rely upon the Categorical Connection, Services or any other information provided to District. Such services and information may not address District's particular requirements, are not intended to constitute any statement of law on any subject and do not constitute legal advice.
9. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement, including, without limitation, the right to receive or provide any payment of money owed hereunder, without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 9 shall be null and void.
10. **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

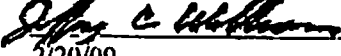
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

SCHOOL INNOVATIONS  
& ADVOCACY, INC.

CENTER UNIFIED SCHOOL DISTRICT

Signature:   
Date Signed: 2/20/09  
Print Name: Jeffrey C. Williams  
Title: Chief Executive Officer  
Company: School Innovations & Advocacy  
Address: 11130 Sun Center Dr, Suite 100  
Rancho Cordova, CA 95670  
Phone: (800) 487-9234  
Fax: (888) 487-6441

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

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

**Date:** May 6, 2009

**Action Item** ☒ **X**

**To:** Board of Trustees

**Information Item**

**From:** Scott Loehr  
Assistant Superintendent

**# Attached Pages**

**Initials:** SL

**SUBJECT:** MOU between Center Joint Unified School District and the Department of Rehabilitation, Northern Sierra District.

This agreement is between the Center Joint Unified School District and the Department of Rehabilitation, Northern Sierra District for the purpose of combining staff and resources into one team to deliver vocational rehabilitation services with educational supports to persons with significant disabilities.

**RECOMMENDATION:** CJUSD Board of Trustees to approve the MOU for Participation in the Department of Rehabilitation, Northern Sierra District during the 2009/2010, 2010/2011 and 2011/2012 school year.

**CONSENT AGENDA**

**Memorandum of Understanding**  
**Center Joint Unified School District and**  
**Department of Rehabilitation, Northern Sierra District**  
**July 1, 2009 through June 30, 2012**

**I. PARTIES TO THE AGREEMENT**

This agreement is between the Center Joint Unified School District, hereinafter referred to as "Center JUSD" and the Department of Rehabilitation, Northern Sierra District, hereinafter referred to as "DOR". The organizations listed above will enter this Memorandum of Understanding (MOU) for the purpose of combining staff and resources into one team to deliver vocational rehabilitation services with educational supports to persons with significant disabilities.

**II. TERM**

The term of this agreement will be effective on July 1, 2009, and will be in effect until June 30, 2012 or until such time as it is revised or terminated. It will be mutually reviewed for applicability at least annually.

**III. NON-FINANCIAL AGREEMENT**

This agreement is non-financial in nature, and binds no party to financial obligations to any other.

**IV. PLAN OF SERVICE**

The Center JUSD and DOR staff agrees to the following plan of service in order to assist mutually eligible clients prepare for, obtain, and keep competitive employment:

---

## **1. Referral Process.**

Center JUSD and DOR staff will obtain new clients by:

Referral of Special Education students by Center JUSD to take place during student's Senior Year. Ideally, this would be done early on in Senior year so Center JUSD, DOR, and student/consumer can mutually develop plan goals together. DOR will also provide on-site orientation for staff and parents during Fall and Spring Semester; this will be done by the Roseville DOR office.

## **2. Intake.**

Center JUSD and DOR staff will enroll new clients by:

Center JUSD staff will provide DOR with student referrals who have been identified as appropriate for DOR services. (On-going collaboration between DOR and Center JUSD will occur throughout this time in order to determine appropriateness of referrals). DOR staff from the Roseville office will meet with student referrals at Center High School or McClellan Continuation High School.

## **3. Assessment.**

Center JUSD and DOR staff will determine those issues affecting clients' employability by:

Special Ed. Teachers and/or designated Center JUSD counselor will provide "functional skills checklist" or narrative, outlining student strengths and weaknesses. Copies of IEP's, career assessments, and any available psychological testing will be made available to DOR. If gaps are present in existing information, DOR will provide testing and assessments necessary for DOR eligibility and vocational planning.

## **4. Eligibility.**

Center JUSD and DOR staff will determine clients' eligibility for respective services and each agency's ability to provide resources to client's employment efforts by:



Use of existing information from Center JUSD, medical records from student's physicians, and specialty evaluations, all on as-needed basis.

## **5. Planning.**

DOR staff will develop an Individual Plan for Employment (IPE) with each client with the input of Center JUSD staff by:

Mutual and collaborative participation in the IPE process, along with client and family members.

## **6. IPE Progress and Monitoring.**

Center JUSD and DOR staff will support clients' progress toward employment and assist each other and clients with monitoring progress by:

Implementation of pre-vocational/job readiness class at school, community support through Workability, and DOR support after graduation.

## **7. Job Seeking Skills, Job Development and Placement.**

Center JUSD and DOR staff will provide the following staff and resources to enable clients to seek and obtain employment:

Center JUSD will provide Transitional/Functional Skills Instructor and Workability Job Developer. DOR will provide Senior Vocational Rehabilitation Counselor. (Percentage of time dedicated to this MOU will not be specific; however, depending on number of students referred and accepted by DOR, time dedicated by both parties should reflect willingness to provide quality services to students.

## **8. Employment and Education Supports.**

Center JUSD and DOR staff will provide the following staff supports while clients are attending school, training, employment preparation activities, and/or working:

Center JUSD will provide continuing educational and transitional support while student is enrolled in school. This could include Workability services, academic and transitional counseling, and other miscellaneous services. DOR will provide vocational rehabilitation services such as adjunctive

education or training (as outlined in IPE), job placement, job coaching, job retention, rehabilitation technology, and other miscellaneous services.

## V. OUTCOMES

Center JUSD and DOR staff agrees to the following mutual goals as a result of the above Plan of Service:

- |  |    |
|--|----|
| 1. Number of clients mutually served per year:                 | 25 |
| 2. Number of new clients accepted for services per year:       | 20 |
| 3. Number of Individual Plans for Employment written per year: | 10 |
| 4. Number of clients successfully employed per DOR standards:  | 5  |

## VI. Center JUSD AND DOR STAFF PARTICIPANTS

The following positions from CJUSD and DOR staff are identified to participate in delivering the above Plan of Service:

1. Center JUSD:
  - \_\_\_ Linda Bender
  - \_\_\_ Shawna Pacheco
2. DOR:
  - \_\_\_ Lisa Holt, MS, SVRC
  - \_\_\_ Al Holmes, MS, RS

## VII. PLAN OF SERVICE MONITORING

Center JUSD and DOR staff will monitor the progress of the above Plan of Service by meeting no less than every 3 months to discuss staff and resource issues, accomplish in-service training, and monitor outcomes.

## VIII. CONTACTS

### DOR:

Contact Person: Almon L. Holmes, MS  
Address: 151 North Sunrise Avenue, Suite 601  
Roseville, CA 95661  
Phone: 916-774-4410 fax 916-774-44217  
E-Mail : [alholmes@dor.ca.gov](mailto:alholmes@dor.ca.gov)

### Center JUSD:

Contact Person: Linda Bender / Shawna Pacheco  
Address: Center High School  
3111 Center Court Lane  
Antelope, CA 95843  
Phone: 916-338-6378  
Fax : 916-338-6370  
E-mail [lbender@centerusd.k12.ca.us](mailto:lbender@centerusd.k12.ca.us)  
E-mail [spacheco@centerusd.k12.ca.us](mailto:spacheco@centerusd.k12.ca.us)

## SIGNATURES.

In witness thereof, the parties agree to this MOU.

DATED: July 1, 2009

DOR: \_\_\_\_\_  
NAME: Mark Erlichman  
TITLE: District Administrator

Center JUSD: \_\_\_\_\_  
NAME: Linda Bender  
TITLE: WorkAbility Coordinator

# Center Joint Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Special Education  
 Date: May 6, 2009  
 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 schools/agencies during the 2008/09 fiscal year.

**Individual Service Agreements:**

*2008/09-112-113	Excelsior High School (*NPS Name Correction)	\$22,701.00
2008/09-116	Scott J. Modell Ph.D.	\$ 3,000.00
2008/09-117	Rancho Learning Center	\$ 8,912.00
2008/09-118-133	Bright Futures	\$19,370.00
2008/09-134	Sierra School	\$ 8,418.00
2008/09-135	Occupational Therapy	\$ 935.00

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

**CONSENT AGENDA**

# *Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Instructional Services  
 Date: April 29, 2009  
 To: Board of Trustees  
 From: Scott Loehr  
 Assistant Superintendent  
 Initials: S.L.  
 Action Item X  
 Information Item  
 # Attached Pages

## CONSENT AGENDA

### SUBJECT: PROFESSIONAL SERVICE AGREEMENT

CONSULTANT'S NAME: William Lopez  
 COMPANY NAME (if applicable) ADOLESCENT GUIDANCE SERVICES, LLC  
 SERVICE(S) TO BE RENDERED: Provide intervention and transport services from the residences to Nonpublic Schools and/or Agencies during the 2008/09 fiscal year.  
 DATE(S) OF SERVICE: April 27, 2009 through June 30, 2009  
 PAYMENT PER HOUR: N/A (AS NEEDED)  
 TOTAL AMOUNT OF CONTRACT: \$ 2,500.00  
 FUNDING SOURCE: 01-6500-0-5800-102-5750-1180-003-000  
 RECOMMENDATION: CJUSD Board of Trustees approve Professional Service Agreement with: ADOLESCENT GUIDANCE SERVICES, LLC



Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 27 day of APRIL, 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: ADOLESCENT GUIDANCE SERVICES, LLC

Address: 231 MARKET PL #104

Phone: (916) 270-1283 Taxpayer ID#: 30-0455274

\*Full description of services to be provided: INTERVENTION & TRANSPORT SERVICES FROM THE RESIDENCES TO NONPUBLIC SCHOOLS AND/OR AGENCIES DURING THE 2008/09 FISCAL YEAR.

\*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: 4-27-09 \*Frequency of Service Dates: — AS NEEDED —

\*Ending Date of Service: 6-30-09

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 pg. 2 of this form)

Total amount of this contract \$ 2,500.00 Budget # 01-6600-0-5800-102-5150-1180-003-000

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR: [Signature] Date: 4/27/09  
Signature of District employee requesting service: [Signature] Date: 4/29/09  
Signature of Accounting Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

# INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

## PART I

1.	Has this category of worker already been classified as "employee" by the IRS?		X
2.	Is the individual working as an employee prescribed by the Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predispposes an employer/employee relationship when state law mandates such a relationship.		X
3.	Is the individual already an employee of the district in another capacity?		X
4.	Has the individual performed substantially the same services for the district as an employee in the past?		X
5.	Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6.	Does the district have the legal right to control the method of performance by this individual?		X
7.	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 not necessary that the district exercise this right or have the expertise required to do so. In many cases this would not be practical nor advisable.		X
8.	Are the services, as being provided, an integral part of school operations? 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.		X

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...

## PART II

8.	Must the required service be performed by this individual?		X
9.	Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval		X
9.	Does the district have a continuing relationship with this individual?		X
10.	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.		X
10.	Can this relationship be terminated without the consent of both parties?		X

YES NO

If the answer to questions 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...

**PART II - continued**

	YES	NO
<b>11. Does the individual operate an independent trade or business that is available to the general public?</b> <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 not available to the general public. NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the district and the individual performing services.</i>	X	
<b>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</b> <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>	X	

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	NO
<b>13. Does the individual provide all materials and support services necessary for the performance of this service?</b> <i>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.</i>	X	
<b>14. Is this paid by the job or on a commission?</b>		
<b>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</b> <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	X	

If 11 and 12 are "YES", 13 through 15 should also be "YES" and are items that should be written into the consultant contract. This individual is an 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.





# Center Unified School District

**AGENDA REQUEST FOR:**

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

**Date:** May 6, 2009

**Action Item**   X  

**To:** Board of Trustees

**Information Item**           

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

**# Attached Pages**           

**Assist.Supt. Initials:**   CD  

**SUBJECT: Disposal of Surplus Vehicles**

The Facilities & Operations Department would like to surplus and dispose of the following vehicle that has become unusable and/or not repairable. The vehicle will be offered for sale or disposal following your approval.

1. 1986 Chevy Van - License #483822

**RECOMMENDATION:** That the Board of Trustees approve the surplus and disposal or sale of the vehicle.

**CONSENT AGENDA**

# *Center Unified School District*

**AGENDA REQUEST FOR:**

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

**Date:** May 6, 2009

**Action Item**   X  

**To:** Board of Trustees

**Information Item**           

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

**# Attached Pages**   2  

**Assist.Supt. Initials:**   CD  

**SUBJECT:** Notice of Completion for Digital Intercom Clock & Bell Project at Dudley and Spinelli Elementary

The Digital Intercom Clock & Bell Project for Dudley and Spinelli Elementary has been completed and checked by Valerie Jenkins of CPM and myself. All work has been completed as per the specifications and we are satisfied with the quality of the work.

**RECOMMENDATION:** That the Board of Trustees approve filing of the Notice of Completion for the Digital Intercom Clock & Bell Project for Dudley and Spinelli Elementary School.

**CONSENT AGENDA**

Recording Requested By:

Craig Deason, Asistant Superintendent  
Center Unified School District

"No fee Document - For the benefit  
of the government Per Government  
Code 6103"

When Recorded Mail To:

Craig Deason, Asistant Superintendent  
Center Unified School District  
8408 Watt Avenue  
Antelope, CA 95843

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN

That the work of Digital Intercom Clock & Bell Project at Dudley and Spinelli  
Elementary was completed on May 6, 2009.

That the name and address of owner of said property is:

Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

The nature of its title to said property is a fee simple.

That the name of the original contractor for the work is Pacific Power & System Inc, a  
licensed contractor of California. That the properties herein above referred to are located at  
8000 Aztec Way and 3401 Scotland Drive, Antelope, California 95843.

CENTER UNIFIED SCHOOL DISTRICT  
A Political Subdivision of the  
State of California

By: \_\_\_\_\_  
Dr. Kevin J. Jolly.  
Superintendent  
Center Unified School District  
8408 Watt Avenue  
Antelope, CA 95843

(STATE OF CALIFORNIA            )  
(    )SS  
(COUNTY OF SACRAMENTO    )

Dr. Kevin J. Jolly being first duly sworn deposes and says: That I am the Superintendent of the Center Unified School District, which District is the owner of property described in the foregoing Notice of Completion; and know the contents thereof; That the facts therein stated are true of my own knowledge.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Dr. Kevin J. Jolly  
Superintendent

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2009

\_\_\_\_\_, Notary Public  
in and for the County of Sacramento,  
State of California

## *Center Unified School District*

**AGENDA REQUEST FOR:**

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

**Date:** May 6, 2009

**Action Item**   X  

**To:** Board of Trustees

**Information Item**         

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

**# Attached Pages**   1  

**Assist.Supt. Initials:**   CD  

**SUBJECT:** Amendment #1 to Contract for DSA Inspection Services  
for Athletic Facilities Upgrade Project

On October 1, 2008 the DSA inspection services contract for Mason Donaldson with Gemini Inspection Services, was approved for the Athletic Facilities Upgrade Project. Amendment #1 extends the DSA IOR contract for Increments #2 and #3.

**RECOMMENDATION:** That the Board of Trustees approve Amendment #1 to the contract for Mason Donaldson, Gemini Inspection Services, for the Athletic Facilities Upgrade Project.

**CONSENT AGENDA**

**AMENDMENT #1 TO THE AGREEMENT BY AND BETWEEN  
GEMINI INSPECTION SERVICES AND CENTER UNIFIED SCHOOL  
DISTRICT DATED OCTOBER 1, 2008, FOR PROJECT INSPECTION  
SERVICES FOR THE CENTER HIGH SCHOOL ATHLETIC FIELD  
STADIUM UPGRADES PROJECT**

This Amendment modifies the Agreement by and between Gemini Inspection Services and Center Unified School District dated October 1, 2008, for Project Inspection Services for the Center High School Athletic Field Stadium Upgrades Project (the "Agreement") as follows:

- The original text of Article 3, section 2 reads:  
  
3.2. Total compensation due and to be paid for Basic Services and Reimbursable Expenses under this Agreement shall not exceed \$55,387 unless modified by written change order.
- The following text is hereby inserted at Article 3, section 2 in place of the original text:  
  
3.2. Total compensation due and to be paid for Basic Services and Reimbursable Expenses under this Agreement shall not exceed \$115,387 unless modified by written change order.
- The Effective Date of this Amendment is May 6, 2009.

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

**CENTER UNIFIED SCHOOL DISTRICT**

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

**GEMINI INSPECTION SERVICES**

By: \_\_\_\_\_  
Mason L. Donaldson

Approved as to form:

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

By: \_\_\_\_\_  
Patrick A. Gunn, Legal Counsel for  
Center Unified School District

*Center Unified School District***AGENDA REQUEST FOR:**

Dept./Site: Facilities &amp; Operations Department

Date: May 6, 2009

Action Item   X  

To: Board of Trustees

Information Item           

From: Craig Deason, Assist. Supt.

# Attached Pages   3  Assist.Supt. Initials:   CD  

**SUBJECT: Approve Structured Data/Voice Cabling System CMAS Contract Award for Center High School Athletic Facilities Renovation Project**

On April 7, 2009, Capital Program Management, Inc., received offers for the Structured Data/Voice Cabling System for the Center High School Athletic Facilities Renovation Project. Five CMAS contractors were solicited and four firms responded to the RFO.

Network Management Corp.	\$ 31,136.72
Vanden Bos Electric, Inc.	\$ 36,919.00
Y Communications	\$ 40,282.76
Quest Media & Supplies	\$ 46,366.32

Based on the criteria review attached, CPM finds that Network Management Corporation has submitted the best value for this project.

**RECOMMENDATION:** That the Board of Trustees approve this offer and award the contract to Network Management Corporation for the Structured Data/Voice Cabling System Project for the Center High School Athletic Facilities Renovation.

**CONSENT AGENDA**



April 14, 2009

Craig Deason, Assistant Superintendent  
Center Unified School District  
8408 Watt Ave.  
Antelope, Ca. 95843-9116

RE Center High School Athletic Facilities Renovation – Structured Data/Voice Cabling System  
Project Recommendation of CMAS Contract Award

Dear Mr. Deason:

On April 7, 2009, Capital Program Management, Inc, received offers for Center High School Athletic Facilities Renovation – Structured Data/Voice Cabling System Project. As you can see by the RFO Selection Process Worksheet attached, we solicited the following contractors for CMAS pricing:

- Network Management Corporation
- Point 1 Communications
- Y Communications
- Quest Media & Supplies
- Vanden Bos Electric, Inc.

Based on the award criteria and evaluation, the apparent best value on the project is **NMC, Network Management Corporation**, 4708 Roseville Road, Suite 102 North Highlands, CA 95660. The apparent best value contractor is to provide post-offer submittals in accordance with the Request for Offer (RFO) requirements.

### **CMAS Offer Analysis**

The following items were considered in our offer analysis:

#### **I. Administrative Criteria Review**

- The Organization Chart identifies all proposed project team members and tracks each person to the pertinent task.
- Resumes are included for proposed project team manager and they describe the experience levels in detail, support the Statement of Work.
- DOJ clearance availability.
- Past performance bond information.

#### **II. Cost Criteria Review**

- Structured Data/Voice Cabling Systems – material vs. labor breakdown
- Intrusion Cabling System – material vs. labor breakdown

### ***III. Technical Criteria Review***

- Outlines and examples of deliverables from other projects are acceptable and support the Statement of Work
- Proposed Tasks and Deliverables accomplish the project goals
- Work Plan supports the Tasks and Deliverables proposed in the Statement of Work
- California K-12 experience
- Applicable certifications

Based on the above criteria review, bid review, and in accordance with the CMAS best values selection criteria, CPM finds that Network Management Corporation has submitted the best value for this project. CPM recommends that the Center Unified School District Board of Education ratify this offer and award the low voltage contract to **Network Management Corporation, 4708 Roseville Road, Suite 102 North Highlands, CA 95660 for Structured Data/Voice Cabling System at Center High School Athletic Facilities Renovation in the amount of \$31,136.72**

If you have any questions regarding this review and analysis, please do not hesitate to contact this office.

Sincerely,

Valerie Jenkins  
Project Manager  
Capital Program Management

cc: Carolyn Floryanowich, CUSD  
Kelvin Carter, CPM  
Renee Anderson, CPM

**Control HS Aesthetic Facilities Renovation  
Structured Cabling Infrastructure  
RFO Selection Process Worksheet**

[illegible]

AGENDA ITEM # XIII-14

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Antelope View CS

**Action Item** ☒

**Date:** April 23, 2009

**Information Item** ☐

**To:** Board of Trustees

**# Attached Pages:** 43

**From:** Rich Simas

**Principal's Initials:**

*RS*

**SUBJECT:** Safe School and Disaster Plans

**RECOMMENDATION:** That CUSD Board of Trustees ratifies Antelope View Safe School and Disaster Plans for school year 2008-2009.

**CONSENT AGENDA**

AGENDA ITEM # XIII-14



**Safe School Plan**

**Disaster Plan**

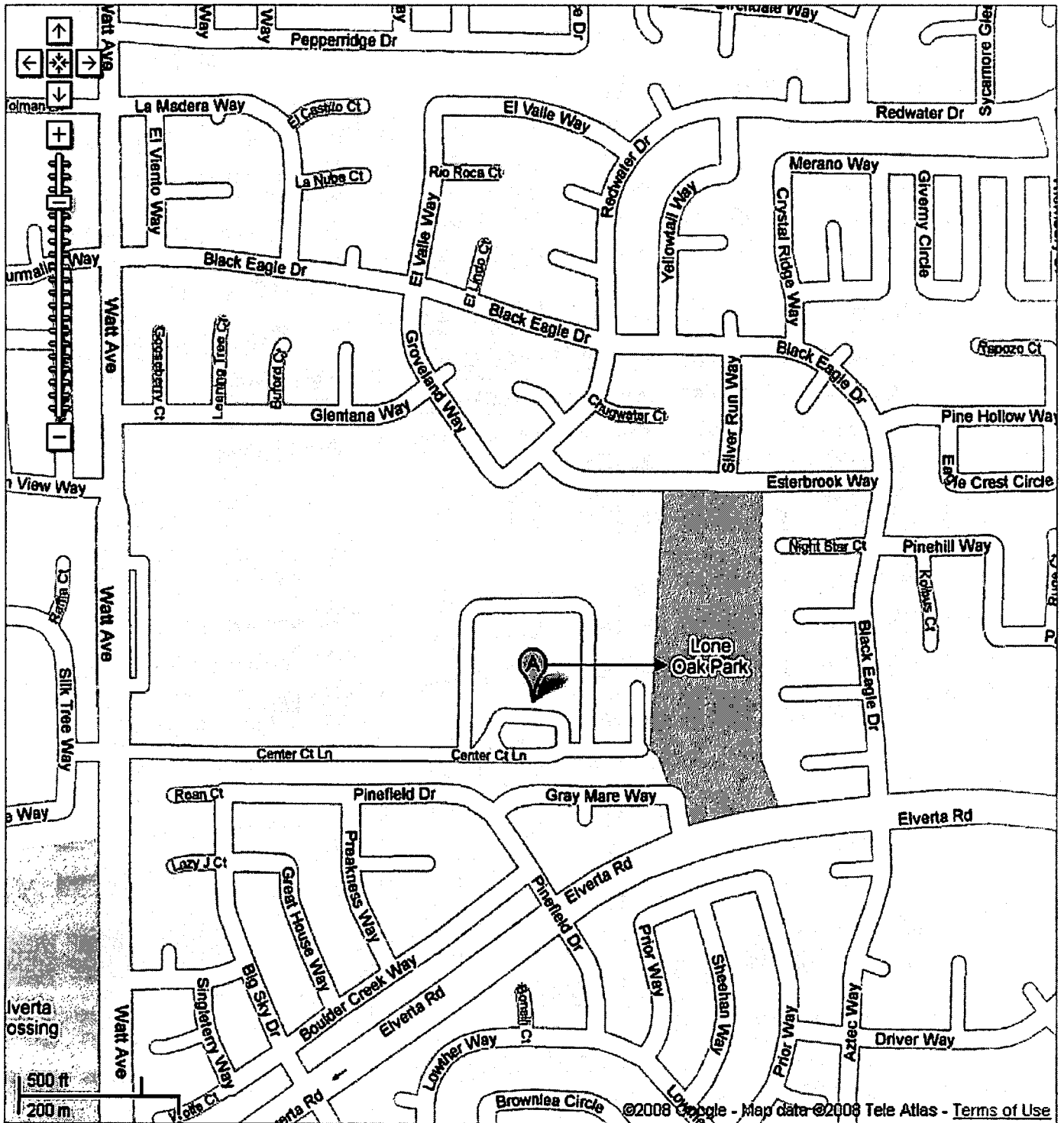
**Center Unified School District  
Antelope, CA**

**Revised 2008-2009 School Year**

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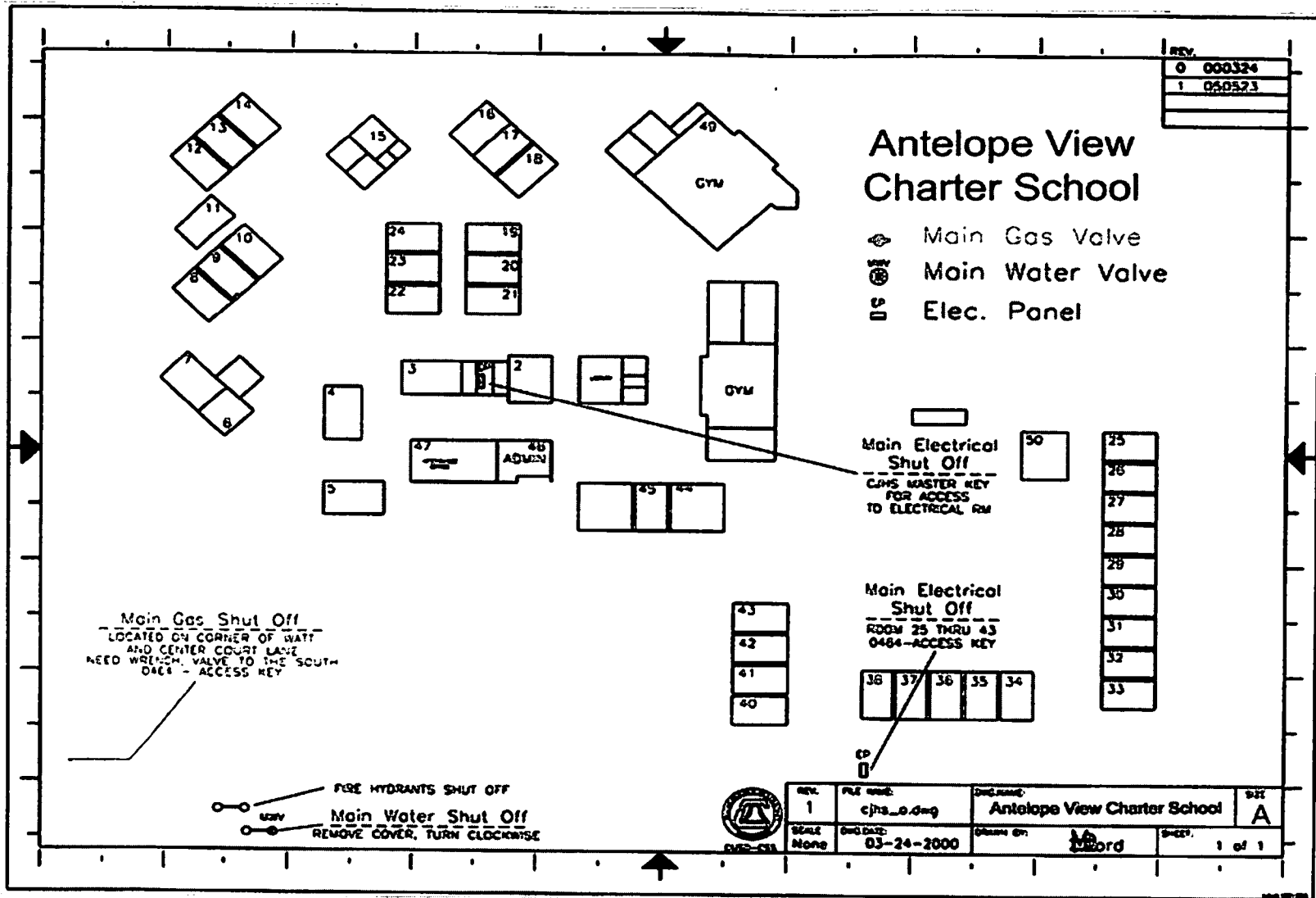
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## ANTELOPE VIEW MAP



In case of campus evacuation, students and staff will be directed to Lone Oak Park, directly adjacent to Global Youth Charter School.

# ANTELOPE VIEW - EMERGENCY SHUT OFF





## **EMERGENCY PHONE NUMBERS**

- Sheriff/Fire Department: 911
- Sheriff Sub Station (Raley's Center): (916) 332-7794
- Safe School Sheriff: (916) 417-2396
- CHP: 911
- Poison Control Center, UCD Medical Center:(916) 734-3692
- Citizens Utilities (Water): (916) 568-4200
- SMUD (Electricity): (916) 456-7683
- PG&E (Gas): (916) 743-5000
- Superintendent's Office: (916) 348-6400
- Maintenance, Operations, Transportation (MOT): (916) 338-6337
- Child Protective Services (CPS): (916) 875-5437 24 hour hotline
- Adult Protective Services: (916) 874-9377 24 hour hotline
- Department of Health and Human Services Ombudsman: (916) 875-2000
- Spinelli Elementary School: (916) 338-6490
- Dudley Elementary School: (916) 338-6470
- Oak Hill Elementary School: (916) 338-6460
- Wilson C. Riles Middle School: (916) 787-8100
- Center High School: (916) 338-6420
- Antelope View Charter School: (916) 339-4690
- Global Youth Charter School: (916) 339-4680
- McClellan High School: (916) 338-6445

## **EMERGENCY PREPAREDNESS PLAN**

**The Emergency Preparedness Plan has as the following primary objectives:**

1. To save lives and avoid injuries;
2. To safeguard school property and records;
3. To promote a fast, effective reaction to coping with emergencies;
4. To restore conditions back to normal with minimal confusion as promptly as possible.

**For these objectives to be attained, it will require clear activation procedures and responsibilities, identification of all tasks to be performed and by whom, an organized yet flexible response, and the dedication and cooperation of all. It is vital to the continued functioning of the school, staff, and students that we are prepared to respond effectively in times of emergencies. Such preparations will also help us meet our obligations to our community.**

**This plan is developed to be used in case of emergency. All members of the faculty and other employees should:**

1. Familiarize themselves with this plan
2. Be prepared to activate it immediately, and
3. Perform any duties to which they are assigned to make its activation effective.

**An emergency exit route will be posted in the classroom beside the door. All who use this room should be familiar with the fire evacuation route as it applies to that room. When you have a substitute, make sure they are aware of where this map is located and that the roll sheet and student emergence information must be taken with them during the drill.**

**Members of the faculty shall teach the Emergency Response Plan to the students. The members of each classroom shall be instructed in the evacuation plan so they can respond immediately upon receiving the necessary warning.**

## **COMMUNICATIONS**

**It is likely that the public address system will be operational in most emergencies during which inside-the-building announcements need to be made. If it's not, communication will be by messenger(s) from the office to each teacher.**

**Communication between the custodial staff and the office staff will be by radio. One radio shall be assigned to each of the following people:**

**Principal  
Office Manager  
Custodian**

### ***Telephone Communication***

1. The school telephones may **NOT** be used by **ANY** person for outgoing calls of any kind during an emergency, except when authorized by the principal.
2. Appropriate authorities will be notified including 911, the Superintendent, and MOT.

## **CHAIN OF COMMAND**

1. Rich Simas
2. Sandi Marshall
3. Ann Decker
4. Michael Tadros

## **DRILLS**

The principal shall hold fire drills and intruder alert drills monthly to insure that all students, faculty members, and others are sufficiently familiar with such drills that they can be activated and accomplished quickly and efficiently. These drills shall be held at both regular and inopportune times to take care of almost any situation. Everyone in the building, including other employees, all office workers, all custodial staff, and visitors must obey the instructions in the room or area they occupy when the alarm is sounded. Drills will also be carried out for quick evacuation of the multi-purpose room. The school secretary will be responsible to notify Sacramento Fire Department and Honeywell as necessary.

## **SPECIAL DUTIES**

Each member of the faculty shall take a student roster and emergency information with them when each drill is performed. Immediately upon arrival in the field/parking lot (see map in classroom), the faculty member shall check the students to see that all are present. Teachers will hold up a green card if all of their students are where they should be at that point in time. A red card will be held up only if a student has not returned from an errand or the bathroom, or if the teacher is not sure of the whereabouts of a student, or if a teacher's group contains students that do not appear on their physical roster. A report of absentees not in a classroom shall be made immediately to the Principal. The secretary shall secure school records, before leaving the office. The secretary should also secure student medication, if evacuation is necessary.

Custodial help shall shut off gas and electricity if the emergency warrants. Since our school may be used as a shelter in an emergency, the gas shall not be turned off unless the odor of gas is detected. He/she will make sure he/she has their Nextel and will report for further duties. Daily, they will make sure all exits are operable, and clear.

The principal shall have his/her Nextel before leaving the office.

Teacher assistants and parent volunteers will be responsible to check restrooms for students. They will also assist in keeping students out of vehicle traffic and all other hazardous areas.

## **DUTIES OF OFFICE STAFF IN EMERGENCIES**

The Office Manager is to notify the appropriate agency such as the Fire Department, Police Department, Sacramento County Sherriff, Superintendent's Office, or other agency or company as directed by the Principal. Waiting for such direction is not considered necessary if circumstances obviously dictate who should be called.

The office staff should:

1. Have on hand a complete list of children and staff and their phone numbers.
2. Maintain a supply of first aid equipment.
3. Monitor the use of telephones to keep lines free for emergency directors.

## **DUTIES OF CUSTODIAN AND HELPERS**

1. Assume responsibility for the safety factors of the physical plant during an emergency. Report structural defects to the Principal.
2. Assume responsibility for the inspection and maintenance of fire-fighting equipment.
3. Chart shut off valves and switches for gas, water, and electricity. Add chart to Emergency Response Plan and post for others to use in an emergency.
4. Assist in checking for power line or building damage for exit safety.

## **DUTIES OF PRINCIPAL**

1. Carry out the Superintendent's directions and keep him fully informed of plans and actions. Provide the Superintendent a copy of the School Emergency Response Plan.
2. Care for and monitor all warning systems to keep them functional.
3. Order and monitor drills and training purposes.
4. Provide the staff with copies of the Emergency Preparedness Plan and instigate in-service activities to keep these procedures functional.
5. Keep in contact with the radio for information on emergency warnings.
6. Give leadership in adopting the school curriculum to meet the current demands.
7. Cooperate with community groups interested in emergency preparedness.
8. Provide a copy of the Emergency Response Plan to all emergency services in his/her jurisdiction.
9. Report any missing person to Emergency Personnel.

## **DUTIES OF TEACHERS**

1. Keep informed about the Emergency Response Plan of the school, know the part they play as teachers, and accept their responsibilities under the plan.
2. Keep emergency information, class roll book/list and student emergency cards/information available at all times during an emergency.
3. Integrate recent and pertinent emergency preparedness data into regular learning center instruction.
4. Include safety practices and emergency procedures as part of daily learning activities.
5. Learn survival techniques and be prepared to assume responsibility for student care under emergency conditions.
6. Know the whereabouts of their students at all times. They will use a roster checklist to account for all children.
7. Be aware of the characteristics of "panic" and know some of the techniques for its control.
8. Know where children are to go, and what they are to do depending on the nature of the emergency.
9. Make special provisions to assist handicapped students in evacuating the building. Teach students to use a "chair carry" and to use it only under the direction of the teacher.

## **INCIDENT COMMAND SYSTEM**

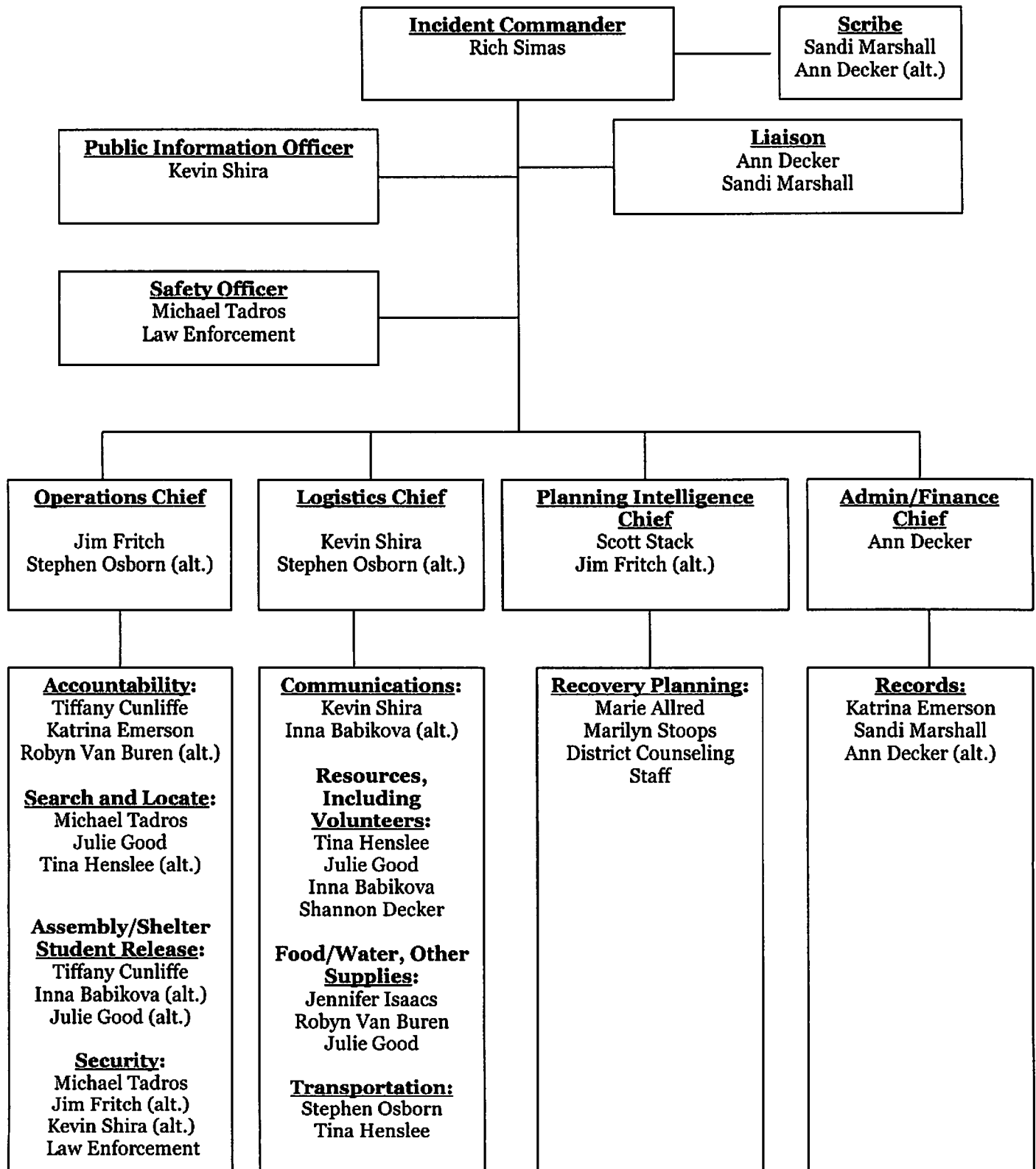
**The Incident Command System (ICS) is a nationally recognized organizational structure that provides for role assignment and decision-making while planning for and reacting to critical incidents of all types. Implementing ICS will allow for all school personnel to know their area of responsibility during a crisis and to plan and practice the management of their specific role.**

Tasks needed to successfully handle critical incidents are delegated to various managers of the CMT, who then are responsible for the assignment. This type of delegation limits the number of functions under any one manager, allowing each person to focus on just one or two aspects of the incident. These managers then provide information to the incident supervisor (principal) and help that person make informed decisions.

Using this type of organizational system during a critical incident creates clear communication channels that will help limit the chaos and uncertainty associated with emergency incidents.

**Permanently assigning specific areas of responsibility to members of the crisis management team provides each member with the opportunity to specialize in the management of his or her area. Plans can be made, policy established, and training conducted well in advance of any emergency incident. This type of forward thinking will be needed during a critical incident and is a key component to a school being properly prepared.**

# **ANTELOPE VIEW INCIDENT COMMAND SYSTEM**



## **ANTELOPE VIEW INCIDENT COMMAND DESCRIPTIONS**

### ***Incident Commander***

The Incident Commander is the overall leader during an emergency incident. The Incident Commander makes decisions based on the information and suggestions being provided from the Liaison and ICS Section Chiefs.

### ***Liaison***

The liaison is the link between the Incident Commander and the Section Chiefs. The liaison may provide general information to the Incident Commander but does not make command decisions. The liaison is also the contact person/link for other community agencies.

### ***Scribe***

The scribe stays with the Incident Commander at all times. The scribe will maintain a written record of the incident including actions taken, actions reported to the Incident Commander, time, names, dates, etc.

### ***Operations Chief***

The Operations Chief manages the members of the operations team. The chief reports directly to the Liaison. This group is the “Doers” they perform the “hands on” response.

### ***Accountability***

The accountability team checks attendance for that day for both students and adults (everyone on campus). The team leader will provide a report to the operations chief.

### ***Search and Locate***

This team is responsible to “sweep” the bathrooms, hallways, and other areas for students, visitors, and staff. This team may need to search for unaccounted for people. Emergency responders will perform any major rescue efforts if necessary.

### ***Assembly/Shelter/ Student Release***

This team is responsible for setting up an evacuation site. They will coordinate the supervision of students until they are released. Rest rooms will most likely be a major concern.

This team will all supervise the release of students. They will be responsible for setting up a parent center, gathering information from the Accountability team. They will document the persons picking up students. Must record the time, signature, and where they will be taking the student. Pictures of each child with the adult picking them up may be useful.

### ***Logistics Chief***

The Logistics Chief manages the team and reports directly to the Liaison. This team is responsible for obtaining any needed resource, communication, food and water, and transportation.

### ***Communications***

This team will work to ensure that a communication system is in place (phones, walkie-talkies, etc). They will communicate crisis progress or changes, relay information to section chiefs, staff, and parents.

### ***Resources***

This team is responsible for locating and acquiring needed resources, including people.

### ***Food/Water and Other Supplies***

This team will provide these items as needed.

### ***Transportation***

Responsibilities for this team include: arranging for buses, supervising loading and moving of buses, or arranging alternative forms of transportation as needed.

### ***Planning Intelligence***

The Planning Intelligence Chief will report directly to the Incident Commander and may stay with the Incident Commander throughout the crisis. This team will gather information to assist with medium/long-range planning related to the ongoing incident and school recovery issues. They will arrange for recovery/aftermath resources so that there is no gap between the end of the incident and necessary support/ services.

## **ALARM SIGNALS**

**Fire Alarm:** Continuous ringing of buzzer. (Fire alarm bell)

**All Clear:** "All Clear" is announced followed by regular bell.

**Early Closing of School:** Special instructions over an intercom or with runner.

**Earthquake:** Duck, cover signal - long, low bell. (Police siren)

**Bomb Threat:** Open intercom and announce "Code Red", then ring the fire drill signal.

**Fallen Aircraft:** Fire signal to evacuate building.

**Intruder on Campus or Hostage Situation:** Use intercom or runners to relay message to/from office. Code words: "Mr. Q, Dial 1"

**Nuclear Attack:** Duck, cover signal.

**Other:** In the event of unforeseen emergencies requiring evacuation, the fire alarm will be used.

## **(a) BUILDING EVACUATION**

1. The front parking lot and rear field are the designated assembly areas, according to the evacuation route plan.
2. Immediately upon hearing the Fire Alarm signal, students, faculty, and others in the building shall evacuate the building via prearranged evacuation route, quickly, quietly, and in single file. The last person out of the room shall pull the door closed, but will not lock it. All will proceed to the designated assembly area.
3. Students with special needs will be assisted by one or two other students or an adult aide.
4. Students will take nothing with them.
5. If the regular exit is blocked, the teacher will lead the group to an alternate exit.
6. If a student is not with their regular class, they remain with that class.
7. Upon reaching the assembly area, teachers shall take attendance. Any absences should immediately be reported to the Principal or Vice-Principal. Necessary first aid should be performed. Students and teachers shall await further instructions. ICS automatically kicks in at this point.
8. The custodian will notify the utility companies of a break or suspected break in utilities.
9. The principal will determine whether the students will go home, or if any further action should be implemented. If students are released prior to regular hours, follow the section "Releasing Students to Parents." He/she will also report any missing students to emergency personnel.

## **EVACUATION OF SCHOOL GROUNDS**

In the event the school can not be occupied following an evacuation, it may be necessary to evacuate the school grounds. AVCS will evacuate to Lone Oak Park, directly adjacent to Global Youth Charter School.

The principal will notify the Superintendent and transportation. Before leaving the school grounds, a notice will be posted on the front door informing parents of where to pick up their children. If front door is no longer there, the notice will be placed on the flagpole. Masking tape and paper will be obtained from the Secretary.

When evacuating to the park, the students will walk quickly, quietly, and in single file to the Global Youth Driveway, and continue up the path to Lone Oak Park, where students will be assembled according to class attendance rosters. When releasing students to the care of parents or other adults, refer to the section entitled, "Release of Students to Parents".

## **SCHOOL EVACUATION INSTRUCTIONS**

Person in Charge: Rich Simas  
Alternate: Sandi Marshall

### **Exit the Building**

**...when the fire alarm sounds or instructed to, "leave the building".**

### ***Evacuation Instructions***

#### **Teachers**

- Take class lists, red/green cards and student emergency card.
- Make special provisions to assist handicapped students.
- Exit the building through assigned exit or nearest unblocked exit.
- Lead the class out of the building to pre-designated area at least 500 feet from building. Area must be free from hazards such as overhead power lines, gas lines and motor vehicle traffic.
- Take roll and report any missing students (by name) to the principal or designee at pre-designated location away from building



## **Students**

- In YES Classroom
- Leave **ALL** personal items in classroom.
- Follow their teacher and exit in a quiet and orderly manner.
- NOT in YES Classroom
- Leave **All** personal items in classroom.
- Exit with their supervisor, or if alone, exit the nearest unblocked exit.
- Remain with the class with which you exited.

## **Staff Not Assigned To Classrooms**

- Will follow as directed in the Incident Command System
- Assist as directed by principal or designee.

## **Principal or Designee**

- Report any missing persons to emergency response personnel.
- If building is determined to be safe to re-enter:
- Determine **WHEN** it is safe to re-enter
- Notify teachers by all clear signal or runner. **DO NOT USE FIRE ALARM SIGNAL** for re-entry.

## **If building is unsafe to re-enter, evacuate the school site, using predetermined plan.**

- Instruct teachers to:
- Release students to responsible adults using predetermined procedure.
- Students will exit school grounds in single-file and proceed to Lone Oak Park.

## **HAZARDOUS MATERIALS EVACUATION OR IN-PLACE SHELTERING**

An accidental release of hazardous materials may require the evacuation of people from certain areas to prevent injury or death. The school may be directly affected by toxic fumes and gases. Additionally, schools may be affected during the course of the incident through wind shift or a change in site conditions. Evacuation is a complex undertaking; it will be decided by the local fire or police department. The school (s) will be notified by emergency responders and the principal must contact the District Office for further instructions.

Responders will decide whether to order people to remain indoors (shelter-in-place), rescue individuals from the area, or order a general evacuation. The “remain indoors” option will be considered when the hazards are too great to risk exposure of evacuees. Rescuing people from the hazardous area may involve supplying protective equipment for evacuees to ensure their safety, so that it may be used. A general evacuation requires a significant amount of lead-time, which may not be available.

## ***GENERAL EVACUATION***

**Evacuation decisions are very incident-specific. If the release occurs slowly, or if there is a fire that cannot be controlled within a short time, then evacuation may be the sensible option. Evacuation during incidents involving the airborne release of chemicals is sometimes necessary.**

**If a general evacuation is ordered, the school population will be sent home, to Lone Oak Park, or to another location. Students are evacuated by walking or on school buses.**

**If the school has been evacuated the response personnel will need to decide when it is safe for you to return. They will need to verify data collected by the monitoring crews and consider the advice of the health officials concerned.**

## **CHEMICALS**

All chemicals in the building are to be identified and stored according to district policy and procedures. Safety data sheets from vendors shall be on file and available for all chemicals in the office for quick reference. All personnel involved with chemicals in any manner are to be trained in their proper use.

The Fire Department shall be informed by the principal once each year of all chemicals used in the building and where they are stored. In the event of a hazardous material accident in the building, the principal (or designee) will decide if and how the building will be evacuated. If any accident should occur, the Fire Department, Center Unified School District Superintendent, and Sacramento County Health Department should be notified.

## **IN-PLACE SHELTERING**

Airborne toxicants can move downwind so rapidly that there would be no time to evacuate residents. For short-term releases, often the most prudent course of action for the protection of the nearby schools would be to remain inside with the doors closed, and the heating and air-conditioning systems turned off. An airborne cloud will frequently move past quickly.

In-place sheltering, therefore, may be a sensible course of action when the risks associated with an evacuation are outweighed by the benefits of in-place sheltering. In order for this protection measure to be effective, the effected population must be advised to follow the guidelines listed below.

- An announcement will come over the PA system telling you that the “in-place-shelter procedure” is in effect.
- Close all doors to the outside and close and lock all windows. (Windows seal better when locked). Seal gaps under doorways and windows with wet towels, and those around doorways and windows with duct tape (or similar thick tape) and sheets of plastic (precut and labeled before the incident). Have student assigned to specific tasks ahead of time.
- Ventilation systems should be turned off.
- Turn off all heating systems and air-conditioners.
- Seal any gaps around window type air-conditioners, exhaust fan grills, exhaust fans, and range vents, etc. with tape and plastic sheeting, wax paper, or aluminum wrap.
- Close as many internal doors as possible.
- If an outdoor explosion is possible, close drapes, curtains, and shades over windows. Avoid windows to prevent potential injury from flying glass.
- If you suspect that the gas or vapor has entered the structure you are in, hold a wet cloth over your nose and mouth.
- Tune in to the Emergency Alert System on the radio or television for information concerning the hazardous materials incident and in-place sheltering.

## **EARLY DISMISSAL**

The ultimate responsibility for the student’s safety from the school to home in cases of emergency lies with the parent or guardian. Parents should work through community emergency preparedness groups to make preparations for the safety of their own children.

If an emergency occurs during the school day, and it is believed advisable to dismiss school, students will be provided shelter and supervision at the school as long as deemed reasonable by the principal.

The school will proceed on the basis that there will be no bus transportation or telephone communication. School will not be dismissed early unless school authorities have been assured by local emergency authorities that routes are safe for student use.

Follow the "Release of Students to Parents" plan.

## **RELEASE OF STUDENTS TO PARENTS**

Each teacher will have a copy of the student emergency information and a list of students on a clipboard. The adults listed on this card will be the ONLY adults the students will be released to. Any other adult showing up may stay WITH the student, but he/she will NOT be permitted to leave with them. This clipboard is to remain with the teacher during any building evacuation exercise including a fire drill.

PRIOR to the APPROVED adult taking the student, a release form must be filled out and signed. (See student release form.)

Teachers must stay with the students until all their students are picked up and/or the principal or his/her replacement approves of their leaving.

## **STUDENT RELEASE FORM**

Student's Name \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Teacher \_\_\_\_\_

Room # \_\_\_\_\_ Grade \_\_\_\_\_

### **PERSON CHECKING OUT STUDENT:**

Signature \_\_\_\_\_

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*IF NOT PARENT/GUARDIAN, PLEASE PRINT THE FOLLOWING INFORMATION:*

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_

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### **STUDENTS UNACCOUNTED FOR**

**Teacher's**

**Name** \_\_\_\_\_ **Grade** \_\_\_\_\_ **Room** \_\_\_\_\_

**Students unaccounted for:**

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## **INFORMING PARENTS**

See "Release of Students to Parents" section to see how parents will be contacted in the event of an emergency.

The following section is about the information sent home to parents at various times of the year to inform them of their responsibilities in the event of an emergency. Since the Emergency Response Plan is too long to mail out to all parents, the entire plan will be available in the office for parental review. We will send home parts of this plan to obtain their help.

At the beginning of the school year we will send home the following information:

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**Dear Parents:**

**Please review the following information regarding school and parent responsibilities for emergency school closure. Please help us to be efficient and helpful in caring for your child.**

**We have developed an emergency preparedness plan that outlines a variety of situations including fire, bomb threat, earthquake and the possibility of evacuation due to an unforeseen emergency. We would like parents to be advised as to what to expect while their children are in school. The following procedures will be implemented in case of an emergency:**

1. In case of a fire alarm, students will be evacuated from the building. In the event of an **actual** fire that requires evacuation, students will be evacuated to the adjacent community park (Lone Oak Park) or the athletic field located on the Center High School campus. If possible, notification will be sent to parents through the automatic dialing system, otherwise, parents will be informed by school officials during or after the evacuation.
2. If an emergency evacuation occurs before parents can be reached, a notice will be left on the front door informing parents where to find their children. Only parents or adults listed on the emergency information cards will be permitted to pick up students. Please make sure the information on the emergency card includes everyone you would permit to pick up your child. Bused students will only be returned home during regular times and only if it is deemed safe.
3. If there is an earthquake, students will be kept in classrooms until quaking stops. Students will then be evacuated from the building. If there is too much damage to use the school as shelter, see number 1.
4. Floods, power outages, severe storms or any other disaster will normally result in students being held at school in regular classes until the usual departure time or sent home as in number 2.
5. Parents should discuss the above information with their children and assure them that school personnel will care for them just as they do each day, until they can be re-united with parents.

**As the new school year starts we would like to remind you that this is a good time to go over the following information with your children:**

1. Practice and review emergency plans, family meeting places and emergency telephone numbers regularly with your children.
2. Each year make your child's teacher aware of his/her health or physical needs that would require special action or supplies during an emergency. Make sure the office has a supply of vital medication on hand.
3. Make sure your student's information card has the name, address, and phone number of anyone you want to pick up your child during an emergency. Students will NOT be released to ANYONE not listed on this card.
4. Make sure your child is familiar with the people he/she may leave with and that they know that it is OK to leave with them in the event of an emergency. This may include a family code word.
5. Be aware that you may not be able to get to your child in the event of a large-scale emergency if you work a great distance from your child's school. Be aware that the person picking up your child may have them for several hours or even days.

# **BOMB THREAT PROCEDURES**

## **I. Office Personnel**

- A. If the threat is made by any means other than telephone, immediately notify an administrator.
- B. If the threat is made by telephone, the person receiving the call is to do the following.
  - 1. Mentally form a picture of the caller - is the caller male or female? Juvenile or an adult? Does the voice sound familiar? If so, who? As soon as possible, indicate your impressions on the Bomb Threat Form.
  - 2. Ask the caller three questions, in this order:
    - a. **When is the bomb going to explode?** The caller may or may not respond to this question. If the threat is real, chances are he/she will say something.

If the caller just hangs up without any comment to your questions, the chances are great that it is a prank call.

- b. **Where is the bomb located?** What kind of bomb is it? If the caller responds to these questions, he/she will probably lie, but it will keep the caller talking and give you more time to identify him/her.
    - c. **Why are you doing this? Where are you now?** The caller's answer to these questions will give you a clue as to whether or not it is a real threat. IF he says he wants money, or is representing some group or organization, the chances that it is a real threat are increased. In NO EVENT suggest a reason to him by asking something like, "Do you want money?" let the caller provide the reason.
  - 3. Note the time that the call was received, and immediately notify the Principal (Mr. Simas).
- 4. Call the Sacramento County Sheriff (911) and ask for a sheriff's unit to be dispatched to the school.

## **II. Administration**

Make a judgment as to the validity of the threat, and react in the following manner whether or not you believe this to be a prank:

- A. Notify teachers to evacuate their rooms by announcing "code red" followed by the fire drill signal. All students should be at least 500 ft. away from the building.
- B. Wait for the Sheriff's unit to arrive. Assist the officers as needed.
- C. Provide a designated employee (s) to assist law enforcement in search of suspicious objects on school grounds.
- D. Administrator must determine if students will need to evacuate the school grounds if no suspicious item is found.
  - i. Students will exit campus to the front of the school, where they will proceed directly to Lone Oak Park if the decision to evacuate is made.
- E. The Transportation Team will arrange for buses to transport students, if deemed necessary.

## **III. Teachers**

- A. Upon receiving the notice to evacuate for a "code red", have your students assemble outside your classroom in an orderly manner and wait for you.
- B. Check your room before you leave for anything out of the ordinary. Take a 360-degree sweep from eye level to floor and if you see anything suspicious, report it to an administrator.
- C. Keep your group together and walk with them to your pre-determined evacuation location. Take your roll sheet and emergency information and call roll when you get there. Get your group together in an orderly

manner and stay with them. You will probably be there for awhile, so take your time with these tasks and make sure students obey you perfectly.

D. When you hear the all clear signal (long ringing of the bell), return to your classroom in an orderly manner.

E. Do not let the students know that we have a bomb threat. Treat this as a routine "fire drill".

**IV. Custodians, Cooks, and other Classified Employees**

A. Check your work areas. Do a 360 degree visual check of your room(s) as described under "Teachers" above.

B. Assist Administration as needed.

**BOMB THREAT INFORMATION FORM**  
**RECEIVING A BOMB THREAT**

*INSTRUCTIONS:*

**Be calm and courteous: LISTEN! Do not interrupt the caller. Quietly attract the attention of someone nearby, indicating to them the nature of the call. Complete this form as soon as the caller hangs up and the school administration has been notified.**

Exact time of call: \_\_\_\_\_

**Exact words of caller:**

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*Questions to Ask*

1. When is the bomb going to explode? \_\_\_\_\_
2. Where is the bomb? \_\_\_\_\_
3. What does it look like? \_\_\_\_\_
4. What kind of bomb is it? \_\_\_\_\_
5. What will cause it to detonate? \_\_\_\_\_
6. Did you place the bomb? \_\_\_\_\_
7. Why? \_\_\_\_\_
8. Where are you calling from? \_\_\_\_\_
9. What is your address? \_\_\_\_\_
10. What is your name? \_\_\_\_\_

*Caller's Voice (Circle):*

Calm	Disguised	Nasal	Angry	Broken
Stutter	Slow	Sincere	Lisp	Rapid
Giggling	Deep	Crying	Squeaky	Excited
Stressed	Accent	Loud	Slurred	Normal

*Voice Description (Circle):*

Male	Female	
Calm	Nervous	
Young	Old	Middle-Aged
Rough	Refined	

Accent: Yes No Describe \_\_\_\_\_

Speech Impediment: Yes No Describe \_\_\_\_\_

Unusual Phrases \_\_\_\_\_

**Recognize Voice? If so, who do you think it was?** \_\_\_\_\_

*Background Noises (Circle):*

Music \_\_\_\_\_ TV \_\_\_\_\_  
Traffic \_\_\_\_\_ Running Motor (type) \_\_\_\_\_  
Horns \_\_\_\_\_ Whistles \_\_\_\_\_ Bells \_\_\_\_\_  
Machinery \_\_\_\_\_ Aircraft \_\_\_\_\_ Tape Recorder \_\_\_\_\_ Other \_\_\_\_\_

*Additional Information:*

A. Did the caller indicate knowledge of the facility? If so, how? In what ways? \_\_\_\_\_

B. What line did the call come in on? \_\_\_\_\_

C. Is the number listed? Private Number? Whose? \_\_\_\_\_

D. Person Receiving Call \_\_\_\_\_

E. Telephone number where the call was received \_\_\_\_\_

F. Date \_\_\_\_\_

G. Report call immediately to: \_\_\_\_\_  
(Refer to bomb incident plan)

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

## **THREATENING PHONE CALL INFORMATION FORM**

**Time call was received** \_\_\_\_\_ **Time Caller hung up** \_\_\_\_\_

**Try to get another person on the line and record the conversation.**

**Exact words of**

**person:** \_\_\_\_\_

**Questions to ask if not already covered by caller's statement (record exact words):**

1. What is your name? \_\_\_\_\_
2. What are you going to do? \_\_\_\_\_
3. What will prevent you from doing that? \_\_\_\_\_
4. Why are you doing this? \_\_\_\_\_
5. When are you doing this? \_\_\_\_\_
6. Where is the device right now? \_\_\_\_\_
7. What kind of device or material is it? \_\_\_\_\_
8. What does it look like? \_\_\_\_\_

**Person Receiving the call:**

Department \_\_\_\_\_

Dept Phone No. \_\_\_\_\_

Home Address \_\_\_\_\_

**Person monitoring the call:**

Department \_\_\_\_\_

Dept Phone No. \_\_\_\_\_

Home Address \_\_\_\_\_

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



## **DOMESTIC OR CIVIL DISTURBANCE**

It should be noted that the normal school routine serves to reduce the threat of civil disturbance within the school. The classroom unit keeps students in small groups where each student is more easily recognized and can be held responsible for their actions. Outsiders are generally acknowledged and the potential for problems can be reduced if the integrity of the individual classroom unit can be maintained. To reduce the potential for problems, these steps are standard procedure:

1. All teachers are to be at their lines directly after the final recess bell.
2. Teachers are expected to attend assemblies and sit with their classes.
3. Teachers and administrators are available if the need for control should arise before and after school.
4. The administration is aware of substitutes in the building and teachers in adjoining classrooms are available to assist substitutes in controlling students if the need should arise. Each substitute is provided with lesson plans by the teacher who is absent, whether by direct communication, previously prepared plans, or emergency plans on file in the office.
5. Teachers are asked to report the presence of any outsider they see to the administration.

In addition to the above listed procedures, teachers and administrators should be keenly aware of the general morale of the students. An atmosphere in which students feel free to approach teachers and discuss problems is encouraged so that a close working relationship with all the different groups in the school is sought.

It is important to be aware of community problems, which could possibly set the stage for civil disturbance. The School Site Council organization can be helpful in determining problems and offering assistance. A liaison with law enforcement agencies must also be maintained.

## **INTRUDER OR HOSTAGE SITUATION**

Organized or unorganized terrorists would usually find themselves in one or two places within the school building. Either they would penetrate into the administration office, or they would infiltrate a classroom. The administration and staff have only two "weapons" in which to combat the situation: time and specific procedures. **THE SCHOOL STAFF SHOULD NOT ATTEMPT TO DISARM TERRORISTS.**

The procedures for the following situations are:

### ***TERRORIST OR INTRUDER ENTERS A CLASSROOM:***

1. The teacher will try to make contact with the office via intercom phone.
2. If the teacher can not get to the communication system, they should attempt to send the code out the door with a student. The student will take the code to the nearest classroom. This code should be pre-written on a slip of paper and kept somewhere near an exit. If you have two exits, have two codes in place. Everyone needs to know where codes are kept in each room they will be teaching in. Students should be aware of where the code is kept and what it means. The code phrase is **"Mr. Q. Dial 1", followed by your room number.** Do not take a chance if there is any doubt that the child will be seen exiting. If one is able to leave, he/she should crawl past any windows so as not to be seen.
3. Any teacher receiving the code from a student or other adult should immediately lock all doors, inform the office, and close the blinds. (If the note is from your pod, evacuate immediately to the next pod).
4. If there is another teacher, adult, or student in a back workroom who can safely make a call, call the office at extension 101, 103, or 117. (Administrative Assistant, Registrar, or Accounts Technician). Office numbers should be visibly posted near phone.

5. Immediately brief the students to sit down and be quiet if you are faced with an intruder.
6. Try to obey all commands of the terrorist/intruder.
7. The office personnel upon receiving a HELP signal or written code will verbally announce the code over the intercom; **"Mr. Q. Dial 1, Mr. Q. Dial 1", followed by the number of the room where the incident is occurring.** This is a signal to all other classrooms to proceed as if it were the Duck and Cover signal. Teachers will immediately lock ALL outside doors including workroom doors and close the blinds. Students should assume the duck and cover position under their desks. If the situation is occurring in your pod and you are in a pod with a connecting workroom, evacuate your students immediately and take them to the nearest safe classroom. Knock on the door and announce **MR. Q! Mr. Q!** This is the signal that it is safe for the teacher to answer the door. After you and your class are safely inside, instruct your students to assume the Duck and Cover position away from the windows.
8. Office will immediately dial 911 and the district office.
9. No one will evacuate the building unless instructed to do so by the principal or uniformed police officer.
10. Remain in your room until an ALL CLEAR signal is given.
11. Any student finding himself or herself en route to a classroom from the bathroom, office, library, or another classroom needs to go to the nearest classroom or building. If the door is locked, they are to knock and loudly call out the code.

### ***TERRORIST OR INTRUDER ENTERS THE OFFICE:***

1. If the administrators, secretary office assistants, or any other staff members are able to phone out of the school without bringing harm to themselves, they will call 911.
2. Staff members will alert the Administrative Assistant (extension 101) to announce the code over the communication system. The staff will hear, **"Mr. Q. Dial 1, Mr. Q. Dial 1 HEMLOCK"**. Hemlock is the name of the entire office. The all call is not heard in the office.
3. The principal or secretary will notify the superintendent if possible.
4. The school office personnel shall attempt to follow all commands of the terrorists.

### ***TERRORIST OR INTRUDER APPEARS ON CAMPUS DURING PASSING PERIOD:***

1. The teacher who first notices an armed individual (gun, knife, or other dangerous weapon) on campus will signal other adults with 4 short blasts on a whistle. An adult will send a student to the closest classroom door to enter and ask the teacher inside to inform the office immediately.
2. The office will announce the code. If the incident is occurring outside, the code phrase will be followed by the words OUTSIDE LINE. This indicates that the situation is occurring somewhere outside of the classrooms. The Duck and Cover signal will sound to alert all students. All students and teachers in classrooms will react accordingly by assuming the duck and cover position.
3. Students outside of the classroom hearing four short whistle blasts or hearing the Duck and Cover signal will look for the nearest teacher and follow instructions. Students need to be aware that four short whistle blasts designate a problem. If the intruder has a weapon but is not firing, teachers should exit students as quickly as possible via one of the escape routes.
4. Teachers will go in the opposite direction of the intruder. If teachers or students arrive at a classroom door and find it locked, someone will need to knock and call out **"Mr. Q! Mr. Q!"** to signal to the teacher inside that it is safe to open the door.
5. If an intruder arrives on the playground and starts firing shots, students and teachers should drop to the ground.
6. Teachers will need to keep an eye on the intruder at all times to determine what to do next. This type of a situation is unpredictable and unfortunately cannot be covered with pre-determined procedures. The main concern is to get as many students as possible off the playground and into a safe building.

## **PROCEDURE TO DEAL WITH CIVIL DISTURBANCES**

### **Violent Person**

**Teachers are to be notified by intercom to close and lock classrooms until the situation is cleared by the administration and/or police. The “Duck and Cover” drill (long, low, bell will be initiated). Students located in the halls shall be moved to the nearest classroom as quickly as possible. While contact is made with law enforcement, one person (determined by the administration) may attempt to establish rapport with the person, otherwise do not confront this person; Contact the office immediately. The office will call 911 and the Safe School Officer. Administrators will inform the Superintendent.**

**If it is a parent with a restraining order planning to take his/her child, allow him/her to do so if it appears that it may be dangerous to intervene. Get a description of the subject, license #, make and model of car and direction of travel. If there are any records on this person in the school office have them ready for law enforcement. See further information for Kidnapping/Attempted Kidnapping on the following page.**

### **Mob**

**If the persons involved are from outside the school, the same procedure as used with a violent person should be implemented. If students are involved, the administration will determine the need for police assistance. If advance warning is received, steps will be taken to try to prevent the incident. In the absence of law enforcement, the administration will do whatever it believes necessary to alleviate the problem. The administration will make a written report of the entire incident.**

### **Unidentified Person(s) Taking Control**

**If an unidentified voice gives orders over the intercom threatening or calling a general assembly or asking for individuals, teachers are to close and lock their classroom doors. If an unidentified person comes to the room, he/she is to be asked for office clearance. Pick up the phone and contact the office if the person refuses to leave.**

## **KIDNAPPING/ATTEMPTED KIDNAPPING**

**Definition:** The physical capture or attempted physical capture of a student or staff member against their will.

1. Principal or designee will contact the Sacramento Sheriff (911) and the Safe School Officer.
2. Principal or designee will contact the Superintendent and report the situation.
3. Principal or designee will contact the Parent or Guardian of the kidnapping victim.
4. Principal or designee will inform the teachers of the situation and give further instructions regarding child safety.
5. Principal or designee will inform secretary on how to respond to phone calls regarding the incident.

## **DEATH/SUICIDE**

**Definition** - Death or suicide of a student, staff member or significant person close to the school where students and/or staff are affected.

Principal or designee shall:

1. Call 911 followed by Safe School Officer.
2. Contact Superintendent.
3. Notify immediate family-parent or guardian.
4. Identify key staff members at site to disseminate information at site level.
5. Communicate behavioral expectations to staff regarding:
  - Confidentiality issues.
  - Providing factual information
  - Available resources
6. Send home written information to parents on facts of incident and any follow-up services available.
7. Consult with psychologist or county office of education staff for intervention strategies including specific activities that can be used in the classroom.

**If the incident causes a major disruption to school activities, evacuation may be necessary and will be determined by law enforcement, principal or designee.**

## **FIRE**

### **Actual Fire**

1. In the event of a natural gas fire, sound alarm and then **TURN OFF MAIN GAS VALVES**. If the fire is small, use the fire extinguisher **AFTER** the gas is turned off.
2. In the event of an electrical fire, sound alarm and then **TURN OFF ELECTRICITY**. **DO NOT USE WATER OR WATER-ACID EXTINGUISHERS ON ELECTRICAL SUPPOETED FIRES**. Only **SMALL** fires should be fought with an extinguisher.
3. The person locating the fire will sound the school alarm.
4. Follow the "Building Evacuation" instructions.
5. The principal will notify the superintendent's office.
6. The office staff will notify the utility companies of a break or a suspected break in utilities.
7. Keep access road open for emergency vehicles.
8. All staff will be responsible to peek in the door of classroom on either side and make sure they were informed of the fire.
9. The custodian is responsible for checking exits daily to make sure they are functional. All exits should be obvious, maintained and clear of obstructions.

## **Computer Labs**

**All labs are to be equipped, as their needs require, for proper fire control and for emergency purposes.**

***Whether it's a real fire or a drill, try to evacuate the building in fewer than two minutes.***

### ***FIRE DRILL PROCEDURES***

**The secretary will call the fire department to inform them it is a drill. The principal shall sound the alarm**

1. When the signal is sounded, the teaching staff will proceed to the evacuation assembly area (in the field) with their classes. Staff not assigned a regular class of children will report to the same area to render any needed assistance to teachers.
2. Once each month, all teachers will instruct their classes in the correct procedures and behaviors to utilize during fire drills.
3. Once each month, a fire drill will be conducted by the school staff.
4. Students stand facing away from the building in silent lines.
5. Supervising staff will take roll. The whereabouts of all students should be known.
6. Any student in attendance at school but not with class or in a special class should be reported immediately to the principal.

### **SILENT FIRE DRILL/NEIGHBORHOOD DISASTER PLAN**

1. Silent fire drills and neighborhood disaster procedures will be used in the event of bell and/or intercom failure.
2. When a silent fire drill is in progress, a monitor appears at the door with a sign stating **SILENT FIRE DRILL**. The monitor will remain until the teacher sees the sign. The procedures to follow are the same as during a regular fire drill.
3. When a silent intruder on campus drill is in progress, a monitor appears at the door with a sign stating "Duck and Cover". The monitor will remain until the teachers see the sign.

### ***FIRE EXTINGUISHERS***

**Fire extinguishers are placed in strategic locations as recommended by the fire department (see map). Faculty members and other staff personnel shall be instructed in the use of the fire extinguisher.**

**All extinguishers, unless stated, are dry chemical types which are needed to put out type A, B, and C fires which include wood, textiles, gasoline, oil, greases, and electrical fires. In discharging a fire extinguisher, it should be held upright while the pin is pulled. The lever is then pressed while aiming at the base of the fire.**

### ***FIRE EXTINGUISHER INSPECTIONS***

**The head custodian will be responsible for checking for possible building code violations and making sure all fire extinguishers are checked yearly for the following:**

1. Check gauge for full charge. Report discharge or overcharge reading immediately to control office.
2. Check seal for breakage.
3. Check hose for crack, leaks, tears, etc.
4. Check casing for leaks or breakage.

## **FLOOD**

- Notify parents via radio & television.
- Notify bus drivers for an early/late dismissal.
- The custodian will shut off water to prevent contaminated water from entering the school supply.
- The custodian will shut off electricity to prevent electrical shock.
- If school is a designated emergency shelter and time permits, check all supplies and provisions prior to emergency operations.

### *AFTER THE DANGER IS OVER:*

**Beware of contaminated food, water, broken gas lines, and wet electrical equipment. Resume classes only after a qualified person has done a building assessment (see returning to building under earthquake.)**

### *MINOR FLOODING*

**If the school experiences minor flooding (one or a few classrooms), the class(es) affected will evacuate to another part of the building (principal will decide where to go). Classes will continue. The principal will notify the superintendent and they will jointly decide what to do next.**

## **EARTHQUAKE**

### **During the Quake**

#### **Keep these points in mind in the event of an earthquake:**

1. If an earthquake occurs, keep calm. Don't run or panic. If you take proper precautions, the chances are you will not be hurt.
2. **REMAIN WHERE YOU ARE.** If you are outdoors, stay outdoors. If you are indoors, stay indoors. In earthquakes, most injuries occur as people are entering or leaving buildings (from falling walls, electrical wires, etc).
3. The teacher will give the "drop and cover signal" if the bell system is not operable.
4. Everyone will get under his/her desk and cover his/her head. If a desk, table or bench (best choice) is not available, sit or stand against an inside wall or in an inside doorway. Stay away from the windows, outside walls, and outside doors.
5. If you are outside, stay away from the building, electric wires, poles, or anything else that might shake loose and fall. Look for open space and stay low.

### **After the Quake:**

#### **For your own safety and that of others, you should carefully do the following:**

1. About two minutes after the shaking stops, the fire bell will sound. If we have lost power, the teacher will give the command to evacuate the building.
2. Use the "Building Evacuation" plan.
3. Use extreme caution in entering or working in buildings that may have been damaged or weakened by the disaster.
4. Stay away from fallen or damaged electric wires, which may still be dangerous.

5. The custodian will check for leaking gas pipes. Do this by smell only-don't use matches or candles. If you smell gas:
  - Open all windows and doors.
  - Turn off the main gas valve at the meter.
  - Leave the building immediately.
  - Notify the Gas Company, police, and fire departments.
  - Don't re-enter the building until it is safe.
6. The principal will confer with the Superintendent about evacuation of the school. If necessary, follow the "Evacuation of School Grounds" policy. Do not evacuate to another building unless it has received an inspection by a qualified person.

## **Re-entry of Building**

**Follow the procedures of the re-entry instructions (after "Building Evacuation") except: the building should be inspected by a qualified person who has been trained in Building Analysis. This person will perform an inspection on structural soundness, electrical wiring, water distribution, oil, gas, and other fuel systems, and boiler and heating systems.**

**A damaged structure will be occupied only after authorization by the responsible local agency. Building supervisors will be notified of the corrective actions to be taken to return building to use.**

## **WIND AND OTHER TYPES OF SEVERE WEATHER**

If severe weather conditions develop or occur during the night or at a time when school is not in session, a decision on closing the school will be made before 7:00 a.m. If a decision is made to close school, news media will be notified and asked to announce the closure prior to 9:00 a.m. The emergency phone tree will be used to notify staff members.

If severe weather conditions develop while school is in session, the Emergency Coordinator will monitor the latest developments via radio and keep in contact with the principal. The principal will keep in contact with the superintendent's office. If it is decided to close school, the following action will be taken:

1. The superintendent will notify radio stations and ask that a closure announcement be made which would specify the time students are to be released.
2. The principal will announce the closure to the faculty and students.
3. Staff members will be used to expeditiously evacuate the building.
4. Procedures outlined in the "Early Dismissal" plan will be followed.

## **MEDICAL EMERGENCIES**

**Our school shall be prepared to provide basic first aid while summoning necessary emergency assistance.**

**A list of qualified persons who have had First Aid and CPR training should be maintained by the School Secretary for the principal. This list must be updated and distributed to the staff annually. At least ten percent of the staff should be trained in First Aid and CPR.**

**An Emergency Card will be filed in the office for each student with emergency numbers to call in case of an accident, injury, or illness. Parents will always be notified as soon as possible of any reportable accident, injury, or illness.**

**Any reportable accident or injury incurred on school property or during a school activity off campus will be reported in writing to the office of the principal no later than 24 hours from the occurrence. Accident forms are kept in office filing cabinet.**

**The general emergency number 9-1-1 will be explained each year to all school personnel, and this number will be readily visible on all telephones.**

**A first aid kit shall be maintained in the office and rotated. A RED CROSS first aid booklet is provided with each kit. First Aid procedures will follow the current American Red Cross First Aid manual.**

**Although some staff members are trained in basic first aid, and CPR procedures, they are not to be considered medical experts. The first aid kits are to be used only in cases of emergency.**

***FOR SPECIFIC FIRST AID TREATMENT PLEASE SEE THE FOLLOWING PAGES.***

***FIRST AID STATIONS:***

**A first aid station is always maintained in the main office. In the event of a large scale emergency this will be used, but the multi-purpose room will be used also.**

***RESCUE:***

**With a non-critical or less serious injury, move the victim to the office.**

***WITH A SERIOUS OR CRITICAL INJURY-DO THE FOLLOWING:***

1. Evaluate the situation. Unless the victim is in further danger,

**DO NOT MOVE HIM.**

2. Be sure the victim is breathing.
3. Control serious breathing.
4. Send a runner to notify the office; call 911.
5. Treat for shock.
6. Keep comfortable and try to maintain normal body temperature.

***WITH NON-CRITICAL ILLNESS OR INJURY-DO THE FOLLOWING:***

1. Administer first aid.
2. Notify parents for their information and action. If parents cannot be contacted, notify other adults on the emergency card.
3. If no one can be contacted, lie the student down in the nurse's office or send the student back to class if the injury doesn't warrant the need to keep a close watch on the student.
4. Keep a record of time of injury, what first aid was administered and at what time.

***WITH CRITICAL ILLNESS OR INJURY-DO THE FOLLOWING:***

1. Administer first aid to the extent possible.
2. Call 9-1-1 if the situation is life threatening, or if the child in need of immediate medical intervention.
3. Notify parents for their action and information.
4. Keep a record of time of injury, what first aid was administered and at what time.
5. Notify the superintendent's office.
6. Complete appropriate injury, illness, or insurance report promptly.
7. Keep a record of which students were sent to the hospital.



## **FIRST AID INSTRUCTIONS**

Abdominal Pain	Eyes
Artificial Respiration	Fainting
Bleeding	Fracture
Internal Bleeding	Frostbite
Bone Injuries	Head Injury
Breathing	Heart Attack
Rescue Breathing	Nosebleeds
Burns	Pandemic Flu Plan
Choking (Heimlich Maneuver)	Poisoning
Convulsions or Seizures	Puncture Wounds
Diabetics	Seizure
Dog Bites	Shock
Ears	Sunstroke
Electric Shock	Wounds

### ***ABDOMINAL PAIN***

**Abdominal pain may be due to food poisoning, appendicitis, hernia, ulcer, gallstones, or kidney stones. The symptoms are so similar that medical assistance should be obtained if the pains continue for several hours.**

### ***ARTIFICIAL RESPIRATION***

- Steps for mouth to mouth artificial respiration:
  - Clear airway
  - Tilt head back (unless possible neck injury-use jaw thrust)
  - Pinch nostrils
  - Seal mouth and blow
  - Watch for chest to rise
  - Listen for air to escape from mouth
  - Watch for chest to fall
  - Repeat: 12-16 times per minute in adults 16-20 times per minute in children.
- If victim's tongue obstructs airway:
  - Tilt the head
  - Jut the jaw forward
- If facial injuries make it impossible to use mouth to mouth method then use the manual method.
  - Use mouth to nose if airtight seal impossible over victim's mouth.
  - Small child-cover both mouth and nose.
- Continue Artificial Respiration until victim begins to breathe for him/herself or until help arrives.
- Carbon Monoxide Poisoning or Asphyxiation (due to lacks of oxygen):
- Check for breathing difficulties and give artificial respiration.

### ***BLEEDING***

- Apply direct pressure on the wound.
- Elevate the wounded area if an arm or leg is bleeding.
- Apply pressure on the supplying artery of the arm or leg if steps 1 and 2 do not stop bleeding.

4. Only as a last resort (if they will die without this) apply a tourniquet to stop bleeding. Once applied a tourniquet must be loosened or removed only by a doctor.

## ***INTERNAL BLEEDING - TREAT FOR SHOCK***

### ***BONE INJURIES***

1. Dislocations: fingers, thumb, shoulder  
Keep the part quiet. Immobilize shoulder with arm sling.
2. Fractures:
  - Signs of a closed fracture:
    1. Swelling
    2. Tenderness to touch
    3. Deformity
    4. Discoloration
  - Treatment (closed fracture-no bleeding wound or broken skin)
    1. Keep broken bone ends from moving
    2. Keep adjacent joints from moving
    3. Treat for shock
  - Treatment (open fracture-broken bone and broken skin)
    1. Do not move protruding bone end
    2. If bleeding, control bleeding by direct pressure on wound
    3. Treat the same as closed fracture after bleeding is controlled.
3. Sprains (injury to soft tissue around a joint)
  - Always immobilize
  - Elevate joint
  - Apply cold packs during first half hour
  - Treat the same as close fractures
  - X-ray may be necessary

### ***BREATHING-Unconscious Person***

Breathing is the most critical thing we must do to stay alive. A primary cause of death is lack of air!

Be careful approaching an unconscious person. He or she may be in contact with electrical current. If this is the case, turn off the electricity before you touch the victim.

There are hundreds of possible causes of unconsciousness; the first thing you must check for is breathing.

1. Try to awaken the person by firmly tapping him or her on the shoulder and shouting, "Are you all right?"
2. If there is no response, check for signs of breathing.
  - a. Be sure the victim is lying flat in the back. If you have to roll the victim over, move the entire body at one time.
  - b. Loosen tight clothing around neck and chest.
3. Open the airway:
  - a. If there are no signs of head or neck injuries, tilt the head back and lift the chin to move the tongue away from the back of the throat.
  - b. Place your ear close to the victim's mouth; listen and feel for breathing.
  - c. If you can't see, hear, or feel any signs of breathing, you must begin breathing for the victim.
  - d. Begin rescue breathing immediately. Have someone else summon professional help.

## **RESCUE BREATHING**

1. Giving mouth-to-mouth rescue breathing to an adult.
  - a. Put your hand on the victim's forehead, pinching the nose shut with your fingers. Your other hand is lifting the victim's chin to maintain an open airway.
  - b. Place your mouth over the victim's, making a tight seal.
  - c. Breathe slowly and gently in to the victim until you see the chest rise. Give 2 breaths, each lasting about 1 1/2 seconds. Pause between breaths to let the airflow out. Watch the victim's chest rise each time you give a breath to make sure air is going in.
  - d. Check for a pulse after giving these 2 initial, slow breaths. If you feel a pulse but the victim is still not breathing, give one breath about every 5 seconds. After 10 to 12 breaths, re-check pulse to make sure the heart is still beating.
  - e. Repeat the cycle every 5 seconds, 10-12 breaths per minute, rechecking the pulse after each cycle. Continue rescue breathing until one of the following happens:
    - i. The victim begins to breathe without your help
    - ii. The victim has no pulse (Begin CPR).
    - iii. Another trained rescuer takes over for you.
    - iv. You are too tired to go on.
2. Giving mouth-to-mouth rescue breathing to infants and small children.
  - a. A small child's head should be tilted back gently to avoid injury. With head tilted back, pinch the nose shut. Lift the chin and check for breathing as you would for an adult. Give 2 slow breaths until the chest rises.
  - b. Check for a pulse.
  - c. Give 1 slow breath about every 3 seconds. Do this for approximately 1 minute, or 20 breaths.
  - d. Recheck the pulse and for breathing.
  - e. Call 911 if you have not already done so. Continue rescue breathing as long as a pulse is present and the child is not breathing.
  - f. Continue rescue breathing until one of the following occurs:
    - i. The child begins to breathe on his/her own.
    - ii. The child has no pulse (begin CPR).
    - iii. Another trained rescuer takes over for you.
    - iv. You are too tired to go on.

## **BURNS**

1. Degrees
  - Skin red (1<sup>st</sup> degree)
  - Blisters develop (2<sup>nd</sup> degree) Never break open blisters
  - Deep tissue damage (3<sup>rd</sup> degree)
2. First Aid for thermal burns-1<sup>st</sup> and 2<sup>nd</sup> degree burns to exclude air:
  - Submerge in cold water
  - Apply a cold pack
  - Cover with a thick dressing or plastic (Do not use plastic on face)
  - After using cold water or ice pack, cover burned area with a thick, dry, sterile dressing and bandage firmly to exclude air.
3. First Aid for 3<sup>rd</sup> degree burns
  - Apply a thick, dry sterile dressing and bandage to keep out air.
  - If large area, wrap with a clean sheet or towel
  - Keep burned hands and feet elevated and get medical help immediately.
  - Treat the same as shock victim, giving fluids as indicated; warmth necessary

4. First Aid for chemical burns
  - Wash chemical away with water

5. Acid burn to the eye (also alkali burns)

- Wash eye thoroughly with a solution of baking soda (1 teaspoon per 8-ounce glass of water) or plain water for 5 minutes.
- If victim is lying down, turn head to side. Hold the lid open and pour from inner corner outward. Make sure chemical isn't washed out onto the skin.
- Have victim close the eye, place eye pad over lid, bandage and get medical help.

### *CHOKING (Heimlich Maneuver)*

**If the air passage is blocked by food or other foreign material, remove it with your finger if possible. Be careful not to force it deeper into the throat. If the person is coughing, he is getting some air. But if the passage is completely blocked, he can't breathe or speak, IMMEDIATELY DO THE FOLLOWING:**

- Stand behind a slumped-over victim; wrap your arms around his waist below the diaphragm.
- Grasp your wrist with your other hand.
- Place your fist against the victim's abdomen, slightly above the navel and below the rib cage.
- Press your fist strongly and quickly in and slightly up into his abdomen.

**If the victim is on his back:**

- Kneel, facing him, astride his hips.
- With one of your hands on top of the other, place the heel of the bottom hand on the victim's abdomen slightly above the navel and below the rib cage.
- Press the heel of your hand forcefully into the abdomen with a quick, upward thrust. If necessary, repeat several times.

### *CONVULSIONS OR SEIZURES*

1. Symptoms
  - Jerking movements
  - Muscular rigidity
  - Blue about the lips
  - May drool
  - High fever

**These seizures are seldom dangerous, but they are frightening.**

2. Causes

- Head injuries
- Severe infections
- Epilepsy

3. Treatment

- Prevent patient from hurting himself
- Loosen tight clothing
- Do not restrain
- If breathing stops, apply mouth to mouth resuscitation
- Do not give liquids nor put patient in warm water
- When the seizure is over, treat as for shock keeping patient warm

**Prompt medical help is needed if the patient does not have a history of convulsive disorders.**

### *DIABETICS*

**Diabetics may lose consciousness when they have too little or too much insulin. Unless you are thoroughly familiar with his treatment, it is better to seek medical help rather than to attempt first aid. These people often wear some type of medical identification.**

### *DOG, OR OTHER ANIMAL, BITES*

1. It is extremely important that the dog/animal be identified if the person bitten is to avoid rabies shots. Secure the animal, if possible without danger to yourself with a leash, rope or in an enclosed area. If the animal cannot be contained, attempt to remember as much as possible about the animal's description so that animal control can make a thorough search of the area.
2. Attend to the wound by washing the area with water and soap for five minutes and bandage if possible. Inform parents and refer to the family physician.
3. Notify animal control enter. Give description of the animal and name and address of the victim.
4. Complete the Report of Student Accident Form.
5. Notify school nurse so that information can be recorded in the pupil's health folder.

### *EARS*

**Foreign objects usually require medical assistance. Insects may be removed by using warm mineral or olive oil. When the head is tilted, the insect and oil usually drain out.**

### *ELECTRIC SHOCK*

1. Do not touch the victim if he is still in contact with the electricity.
2. Turn off the main switch or pull plug.
3. Be aware of the possibility of breathing emergency.

### *EYES*

**Contact a physician immediately if the foreign substance is metallic or abrasive. Particles can often be washed out with water or removed with the corner of a clean handkerchief.**

### *FAINTING*

1. Fainting is due to a temporary decrease of blood and oxygen to the brain. It may be preceded by paleness, sweating, dizziness, and disturbance of vision and nausea.
2. Place the victim in a reclining position and treat as for shock. If a victim feels faint, have him sit and place his head between the knees.

### *FRACTURE*

**Bone Fracture (unless in imminent danger, do not move the individual)**

**Closed Fracture: The signs of a closed fracture are swelling, tenderness, deformity, and discoloration. When there is a fracture (or suspected fracture):**

1. Keep the injured person calm
2. Do not permit the victim to walk about.

3. Notify parent.
4. Splint fractures to prevent further injury if the victim must be transported by someone other than emergency medical personnel.
5. Call for emergency help for leg, back, neck, or hip injuries, or if parent is unable to take child for medical care.

**Compound Fracture: Your objectives are to prevent shock, further injury, or infection in compound fractures (where skin has been broken).**

1. Keep the injured person calm and cover him only enough to keep him from losing body heat.
2. Do not try to push the broken bone back in to place if it is sticking out of the skin.
3. Do not try to straighten out a fracture or put it back in to place.
4. Do not permit the victim to walk about.
5. Notify Parent.
6. Splint fractures to prevent further injury if the victim must be transported by someone other than emergency medical personnel.
7. Call for emergency help for legs, back, neck, severe bleeding, hip injuries, or if parent is unable to take the child for medical care.

***FROSTBITE***

1. The frostbitten area will be slightly reddened with a tingling sensation pain. The skin becomes grayish-yellow, glossy and feels numb. Blisters eventually appear.
2. Re-warm the area by quickly submerging it in warm water (start with 98 degrees and gradually warm to 102-103 degrees.) Don't rub the area nor break the blisters.

***HEAD INJURY***

1. Symptoms
  - May or may not be unconscious
  - Unconsciousness may be delayed one-half hour or more
  - Bleeding from mouth, nose or ear
  - Paralysis of one or more of extremities
  - Difference in size of pupils of the eyes
2. First Aid of Head Injuries:
  - No stimulants or fluids
  - Don't raise his feet; keep the victim FLAT
  - Observe carefully for stopped breathing or blocked airway
  - Get medical help immediately
  - When transported, gently lay flat
  - Position head to side so secretions may drool from corner of mouth
  - Loosen clothing at neck

***HEART ATTACK***

**A heart attack may be identified by severe chest pains, shortness of breath, paleness and perspiration, indicating shock. Extreme exhaustion may also accompany the attack. The patient may breathe easier if he is propped up. Mouth-to-mouth resuscitation may be needed. Medical help with oxygen may be required.**

## *NOSEBLEEDS*

**Nosebleeds can be controlled by grasping the nose firmly between the fingers and holding it for 5-10 minutes. Ice packs will also help control bleeding. Nosebleeds are usually minor, but if bleeding can't be controlled. Medical help is needed. Maintain pressure on nose until a doctor is present.**

## *PANDEMIC FLU PLAN*

### ***Seasonal Flu***

- Caused by influenza viruses that are closely related to viruses that have previously circulated; most people will have some immunity to it.
- Symptoms include fever, cough, runny nose and muscle pain.
- Complications such as pneumonia are most common in the very young and very old and may result in death.
- Vaccine is produced each season to protect people from the three influenza strains predicted to be most likely to cause illness.

### ***Mild to Moderate Pandemic***

- Caused by new influenza virus that has not previously circulated and can be easily spread.
- It is likely most people will have no immunity to the new virus; it will likely cause illness in high numbers of people and more severe illness and deaths than seasonal influenza.
- Symptoms are similar to seasonal flu, but may be more severe and have more serious complications.
- Healthy adults may be at increased risk for serious complications.

### ***Severe Pandemic***

- A severe strain causes more severe illness, results in a greater loss of life and has a greater impact on society.
- Workplace absenteeism could reach up to 40% due to people being ill themselves or caring for family members.

### **Measures to limit the spread of flu:**

**Promote hand-washing/use of antibacterial wipes, cough hygiene via modeling by school staff.**

- Cover nose and mouth with a tissue or upper arm if a tissue is not available
- Dispose of used tissue in a waste basket and wash hands after coughing, sneezing or blowing nose.
- Use warm water or soap and alcohol-based sanitizers to clean hands.
- Wash hands before eating or touching eyes, nose or mouth.

**Encourage vaccination of staff and students for whom the flu vaccine is recommended**

**Persons developing symptoms at school should be sent home as soon as possible and instructed not to return until well.**

### ***Social distancing***

**In a pandemic, the risk of getting the flu is greatest when one has close contact with an infected person. Social distancing measures may include standing three feet apart when communicating, canceling outdoor recess, and monitoring hand**

**washing after bathroom use and after sneezing/coughing/blowing nose. Wiping phones with antibacterial wipes after each use. Limit use of headphones, keyboards and any other shared items in the classroom – wipe with antibacterial wipes after each use.**

**Use a bacterial spray (such as Lysol) in the classroom twice daily**

**Open windows if weather permits while room is occupied or while students leave the room for lunch. Possible school closure for a short amount of time early in the course of a community outbreak.**

**Consult [www.pandemicflu.gov](http://www.pandemicflu.gov) for new and updated information**

### ***POISONING***

1. In all oral poisoning, give liquids to dilute the poison.
2. Procedures for handling specific oral poisoning cases should be reviewed by teachers of classes in areas where poisoning may take place.

### ***PUNCTURE WOUNDS (knife and gunshot)***

**A puncture wound may be caused by a pointed object such as a nail, piece of glass, or knife that pierces the skin. Gunshot wounds are also considered to be puncture wounds. Generally, puncture wounds do not bleed a lot and are therefore susceptible to infection; severe bleeding can result if the penetrating object damages internal organs or major blood vessels.**

**If an object is impaled in a wound, DO NOT REMOVE IT.**

- Place several dressings around the object to keep it from moving.
- Bandage the dressings in place around the wound.
- Call 911 and contact parents.

**A puncture wound to the chest can range from minor to life threatening. A sucking chest wound is one in which the rib cage has been penetrated and you can hear a sucking sound every time the victim takes a breath.**

- Without proper care, the victim's condition will quickly worsen.
- Cover the wound with a dressing that does not allow air to pass through it.
- A plastic bag, latex glove, or plastic wrap taped over the wound will help keep air circulating through the lungs.
- Give additional care as needed. Watch for shock.
- Call 911 and contact parents.

### ***SEIZURE***

**This can be an alarming sight; a person who's limbs jerk violently, whose eyes may roll upward, whose breath may become heavy with dribbling or even frothing at the mouth,. Breathing may stop in some seizures, or the victim may bite his or her tongue so severely that it blocks the airway. Do not attempt to force anything in to the victim's mouth. You may cause injury to the victim or yourself.**

1. During a seizure:
  - a. There is little you can do to stop a seizure.
  - b. Call for help.
  - c. Let the seizure run its course.
  - d. Help the victim to lie down and keep from falling to avoid injury.



- e. Do not use force.
  - f. Loosen restrictive clothing.
  - g. Do not try to restrain a seizure victim.
  - h. Cushion the victim's head using folded clothing or a small pillow.
  - i. If a seizure lasts 10 minutes in a known epileptic, or 5 minutes in a person with no seizure history, call 911.
2. After a seizure:
    - a. Check to see if the victim is breathing. If not, immediately begin rescue breathing.
    - b. Check to see if the victim is wearing a **MEDIC ALERT** or similar bracelet. It describes emergency medical requirements.
    - c. Check to see if the victim has any burns around the mouth. This would indicate poison.
  3. The victim of a seizure may be conscious but confused and not talking when the intense movement stops. Stay with the victim and be certain that breathing continues. When the victim is able to move, get medical attention.

After the seizure is over, the pupil can be taken to the office to lie down until the dazed phase is over and parents are notified. The student should be attended to continuously until fully recovered.

Very rarely a condition called "status epilepticus" occurs in which one seizure follows another for a long period of time. This is a medical emergency, call 911.

### ***SHOCK***

1. Shock is likely to develop in any serious injury or illness. Shock may be serious enough to cause death even though the injury itself may not be fatal. Four important symptoms of shock are:
  - Pale, cold, moist skin
  - Weak and/or rapid pulse
  - Rapid Breathing
  - Altered Consciousness
2. The symptoms of shock may appear immediately or may be delayed for an hour or more. Give shock care to all seriously injured persons:
  - Have the victim lie down
  - Control any external bleeding
  - Help the victim maintain body temperature, cover to avoid chilling
  - Reassure the victim
  - Elevate legs about 12 inches unless you suspect head, neck, or back injuries or broken bones involving hips or legs.
  - Do not provide anything to eat or drink.
  - Call 911
  - Call parents

### ***SUNSTROKE***

1. A person with sunstroke will have nausea, weakness, headache, cramps, pounding pulse, high blood pressure and high temperatures (up to 106 degrees.) The armpits are dry; skin flushed initially but later turns ashen or purplish. Delirium or coma is common.
2. Medical help is crucial. While waiting for medical aid, reduce temperature with a cold bath, sponging with alcohol or water, until the temperature is down. Hospitalization should be immediate.

## **WOUNDS**

An abrasion is a wound caused by scraping off the outer layer of skin. An abrasion is usually superficial with little bleeding but infection can occur unless the wound is cleaned with soap and water. Wash away from the wound.

An incision is a cut caused by a sharp object such as a knife, razor blade, or piece of glass. Bleeding is a serious problem. Medical help is often necessary in case the wound must be sewn.

A laceration is a tear or jagged, irregular wound caused by a hard object such as a rock, machine tool, bicycle or automobile. Animal bites are also lacerations. Surrounding tissue is damaged and bleeding may be profuse. A minor laceration can be cleaned with soap and water, but if the bleeding is severe, a pressure dressing may be needed. If the laceration is caused by an animal, medical help is required for testing and treatment of the animal.

A puncture wound is caused by deep penetration of a sharp object such as a pencil, nail, ice pick, bullet, spear or arrow. There may be little surface bleeding, but severe internal bleeding can result. A puncture wound is difficult to cleanse and may require a tetanus shot to guard against infection.

## **ACTION PLAN**

### **PEOPLE AND PROGRAMS**

(School and Climate/Culture)

*The following objectives were created as the result of feedback received from our yearly Safe Schools Survey to parents, staff, and students.*

**“I feel respected by at least one (1) adult on campus.”** *(Taken directly from the student survey)*

#### **Objective #1:**

**As a result of new and existing procedures/programs, we will have an approval rating 75% or higher on the next student survey on questions regarding reporting crimes**

#### **Related Activities:**

1. WE Tip posters posted in windows throughout the campus
2. Information on “how to” report criminal behavior included in all monthly school newsletters, Student Handbook, Assemblies, and Back-To-School-Night
3. Information provided about reporting criminal behavior at student advisory meetings

#### **Current Activities:**

1. WE Tip posters posted in office and classrooms throughout the campus
2. WE Tip information included in our e-newsletters
3. Safe School information presented at beginning of school year and second semester assemblies.

**“Students and staff have a sincere concern about each other.”** *(Taken directly from the parent survey)*

#### **Objective #2:**

**As a result of new and existing procedures/programs, we will have an approval rating 75% or higher on the next parent survey on questions regarding parent involvement in school matters and decision making.**

**Related Activities:**

1. Teachers call parents before school begins:
  - a. introduce themselves and welcome them to Antelope View
  - b. answer parents questions/concerns
  - c. actively seek open lines of communication for feedback/input with parents
2. Teachers contact parents with positive information about their child
3. Parents invited to join our advisory so they may become involved in school matters.
4. Calls made to parents asking for their participation at school events.
5. Phone messages will be sent out via our phone messaging system to inform/remind parents of school events

**Current Activities:**

1. Teachers make positive contacts with parents throughout the school year
2. Administrator makes positive contacts with parents throughout the school year

**"I feel that I belong in this school".** *(Taken directly from the student survey)*

**Objective #3:**

**As a result of new and existing procedures/programs, we will have an approval rating 80% or higher on the next student survey question regarding feeling a sense of belonging at school.**

**Related Activities:**

1. YES teachers work with students having difficulty making connections with peers
2. One on one tutoring after school, as needed
3. Daily check-ins with staff
4. Administrator will maintain positive relationships with "at risk" students

**Current Activities:**

1. Grade alike advisory groups
2. One on one tutoring
3. 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade consulting classes emphasize team building

## **PLACES**

### **(The Physical Environment)**

***The following objectives were created as the result of feedback received from our Safe Schools Survey to parents, staff, and students.***

**Objective #1:**

**As a result of new and existing procedures/programs, we will have an approval rating 85% or higher on the next student, parent, and staff surveys regarding adequate resources to help students in emergencies.**

**Related Activities:**

1. Every classroom is equipped with emergency preparedness
2. Every classroom has their current class roster of students available for emergencies
3. Office will have class rosters for all classes
4. Every classroom has procedures for an emergency clearly posted
5. Every employee will have a staff ID for identification purposes
6. The office is equipped with items necessary in the event of a lock down to include toilet, water, and food
7. Every classroom will be equipped with a communication device with access to outside communication

**Current Activities:**

1. Every classroom has a current class roster of students available for emergencies

2. Every classroom has procedures for an emergency clearly
3. Every classroom is equipped with a communication device with access to outside communication

# CHILD ABUSE

Antelope View Charter School employs individuals who are considered Mandated Reporters in the State of California. Teachers receive instructions regarding mandatory reporting to Child Protective Services (CPS). Each staff member, by acknowledging receipt of the Employee Handbook, is acknowledging that he or she has been informed of important emergency number, procedural processes, the urgency of reporting, and that any form of abuse or danger must be reported.

## SUSPECTED CHILD ABUSE REPORT FORM

SUSPECTED CHILD ABUSE REPORT				TO BE COMPLETED BY INVESTIGATING CPA	
To Be Completed by Reporting Party				VICTIM NAME: _____	
Pursuant to Penal Code Section 11166				REPORT NO./CASE NAME: _____	
				DATE OF REPORT: _____	
B. REPORTING PARTY	NAME/TITLE _____				
	ADDRESS _____				
	PHONE ( )	DATE OF REPORT		SIGNATURE	
C. REPORT SENT TO	<input type="checkbox"/> POLICE DEPARTMENT <input type="checkbox"/> SHERIFF'S OFFICE <input type="checkbox"/> COUNTY WELFARE <input type="checkbox"/> COUNTY PROBATION				
	AGENCY		ADDRESS		
	OFFICIAL CONTACTED		PHONE ( )	DATE/TIME	
D. INVOLVED PARTIES	NAME (LAST, FIRST, MIDDLE)		ADDRESS		BIRTHDATE   SEX   RACE
	PRESENT LOCATION OF CHILD				
	NAME		BIRTHDATE	SEX	RACE
	NAME		BIRTHDATE	SEX	RACE
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE	SEX	RACE
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE	SEX	RACE
	ADDRESS		ADDRESS		
	HOME PHONE ( )		BUSINESS PHONE ( )	HOME PHONE ( )	
	HOME PHONE ( )		BUSINESS PHONE ( )	HOME PHONE ( )	
	E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET OR OTHER FORM AND CHECK THIS BOX: <input type="checkbox"/>			
1. DATE/TIME OF INCIDENT		PLACE OF INCIDENT (CHECK ONE) <input type="checkbox"/> OCCURRED <input type="checkbox"/> OBSERVED			
IF CHILD WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE:					
<input type="checkbox"/> FAMILY DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> SMALL FAMILY HOME <input type="checkbox"/> GROUP HOME OR INSTITUTION					
2. TYPE OF ABUSE: (CHECK ONE OR MORE) <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL ASSAULT <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER					
E. INCIDENT INFORMATION	3. NARRATIVE DESCRIPTION:				
	4. SUMMARIZE WHAT THE ABUSED CHILD OR PERSON ACCOMPANYING THE CHILD SAID HAPPENED:				
	5. EXPLAIN KNOWN HISTORY OF SIMILAR INCIDENT(S) FOR THIS CHILD:				

SS 8572 (Rev. 1/93)

### INSTRUCTIONS AND DISTRIBUTION ON REVERSE

**DO NOT** submit a copy of this form to the Department of Justice (DOJ). A CPA is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS-8583 if (1) an active investigation has been conducted and (2) the incident is not unfounded.

Police or Sheriff-WHITE Copy; County Welfare or Probation-BLUE Copy; District Attorney-GREEN Copy; Reporting Party-YELLOW Copy

## **UNIFORM COMPLAINT PROCEDURES**

Antelope View Charter School is committed to maintain a comfortable working environment for everybody. We do this in several ways:

- By treating each person as an individual and encouraging professional development;
- By recognizing that each individual is essential to the success and growth of Antelope View Charter School; and
- By maintaining direct communication with all of our employees/students and ensuring that each individual is able to speak directly and openly with the Principal

Antelope View Charter School believes that this type of communication is best for all concerned. Therefore, when anyone wishes to express problems, opinions, or suggestions, there will always be an open door and an attentive ear.

Whenever there is a problem or complaint, it is critical that it is communicated with the administration. Please follow the following procedure:

1. First, talk to the Principal, who is familiar with you and your job and is, therefore, in the best position to assist you. In a small school, such as Antelope View Charter School, administrators work closely with you, and are interested in seeing that you are treated fairly and properly.
2. If the administrator cannot help you resolve the matter, you can complete a complaint form and submit it to Center Unified School District Human Resources for prompt consideration.

Remember, it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused; resentment and anger builds up. It is always best to get things off your chest before they get out of hand.

## **COMPLAINT FORM: WILLAIMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the provision of intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? \_\_\_\_ Yes \_\_\_\_ No

Contact Information: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School: \_\_\_\_\_

Course title/grade level and teacher name: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

# **DISCRIMINATION/HARRASSMENT/HATE CRIMES**

## **Parents/Students:**

Antelope View Charter School is committed to equal opportunity for all individuals in education. AVCS programs and activities will be free from discrimination based on sex, race, color, religion, sexual orientation, national origin, physical or mental disability, or any other unlawful consideration.

**Harassment – Definition:** Harassment is unwanted and unwelcome behavior from other students or staff member that interferes with another individual's life. When it is sexual in nature, it is "sexual harassment". When it is racial in nature it is "hate-motivated behavior" or, sometimes, a "hate crime". Students who harass others in any manner may be suspended.

**Discrimination – Definition:** Discrimination is negative or unfair treatment that brings discriminatory attention toward an individual based on race, ethnicity, sexual orientation, religion, or gender. Students who openly display discriminatory behavior or make statements of any kind that are discriminatory toward others may be suspended.

## **What You Should Do:**

1. Don't ignore it. Harassment does not usually "go away".
2. Though it may be difficult, tell your harasser to stop. You might write a letter that describes the behavior in detail. Keep a copy for yourself and have a supportive adult deliver the letter to the harasser.
3. Don't blame yourself and don't feel helpless, trapped, or confused.
4. Seek help from someone you trust. AVCS has a uniform Complaint Procedure that Administration will follow in cases of alleged harassment or discrimination. Please contact any on-site adult.
5. Keep a written record of every incident.

## **Staff:**

Antelope View Charter School intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort- verbal, physical, visual – will not be tolerated.

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

All Antelope View Charter School employees, and particularly administrators, have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subject to disciplinary action including discharge. Antelope View Charter School will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

Antelope View Charter School accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens, or in any way harasses another employee is personally liable for such actions and their consequences. Antelope View Charter School will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.



## **NON-DISCRIMINATION/HARRASSMENT**

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.

The Board hereby designates the following position as Coordinator for Nondiscrimination to handle complaints regarding discrimination and inquiries regarding the district's nondiscrimination policies:

Director of Personnel  
8408 Watt Avenue  
Antelope, California 95843  
(916) 338-6419

Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.

Employees who become aware of an act of harassment shall immediately report the incident to the Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment. Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.

## **HATE MOTIVATED BEHAVIOR**

As California's population becomes more diverse, it is important that school districts provided a safe and harmonious learning environment for all students. Pursuant to Education Code 201, schools have an affirmative obligation to combat racism, sexism, and other forms of bias, as well as a responsibility to provide equal educational opportunity. Developing policy to address hate-motivated behavior is one way districts can help teach students respect and understanding of diversity. \*\*\*

In its publication entitled Hate-Motivated Behavior in Schools, the California Department of Education defines hate-motivated behavior as an act, or attempted act, or attempted act, motivated by hostility towards a victim's real or perceived ethnicity, national origin, immigrant status, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. Some hate-motivated behavior may also be a crime as defined in state or federal law. These crimes include, but are not limited to: bomb threats, cross burnings, destruction or defacement of property, and certain types of vandalism and assaults. \*\*\*

The following optional policy is for use by districts in the implementation of a prevention strategy for hate-motivated incidents and should be modified to reflect district practice. Elements of this policy should also be integrated into existing school plans, such as the school safety and staff development plan, as well as any policies developed by the district regarding Positive School Climate and Multicultural Education; see BP 5137 and BP 6141.6, respectively. \*\*\*

The Governing Board affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade and individual on the basis of his/her race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, religious beliefs or practices shall not be tolerated.

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

## **BULLYING**

Antelope View Charter School is a place where everyone should feel safe, secure, and accepted regardless of color, race, gender popularity, athletic ability, intelligence, religion, or nationality.

Bullying can be pushing, shoving, hitting, spitting, or other mean physical contact. Things like name calling, picking on somebody, making fun of somebody, laughing at somebody because of who they are or something they do, and excluding somebody from a group can also be considered bullying.

Bullying causes pain and stress to victims and is never justifies or excusable. It is not something kids just do, "kids being kids". It is not really nice teasing. There just isn't any reason to do it except to be mean. The victim is never responsible for being a target of bullying. Students who bully others will be disciplined and may even be suspended.

Students attending Antelope View Charter School are required to sign an Anti-Bullying Pledge agreeing to:

1. Value student differences and treat others with respect.
2. Not become involved in bullying incidents or be a bully.
3. Be aware of the school's policies that are there to help prevent bullying.
4. Report honestly and immediately all incidents that might be bullying to a teacher or staff member.
5. Be alert in places around the school where there is less adult supervision such a bathrooms, walkways, etc. to be sure that no one is bullying anyone.
6. Support students who have been or might be bullied by being a friend to them.
7. Talk to teachers and parents about concerns and issues that relate to bullying.
8. Work with other students and staff to help the school deal with bullying.
9. Provide a good role model for younger students and support them if bullying occurs.

## **SUSPENSION & EXPULSION**

If a student demonstrates behavior that would constitute grounds for suspension or expulsion on a public school campus, that student may be involuntarily disenrolled without benefit of a probationary process. An investigation of the incident will include witness statements and a call to parents to let them know that the student may be disenrolled from the program. A formal letter of disenrollment will follow, if the investigation results in facts that support such a response.

### ***SUSPENSION NOTICE***

Date \_\_\_\_\_ School \_\_\_\_\_ Grade \_\_\_\_\_ Student \_\_\_\_\_ DOB \_\_\_\_\_ Parent \_\_\_\_\_

Address \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Teacher \_\_\_\_\_

Special Education: ☐YES ☐NO

SUSPENSION FROM SCHOOL: ☐1 ☐2 ☐3 ☐4 ☐5 Date(s) of Suspension \_\_\_\_\_ Date to Return to School \_\_\_\_\_

Number of DAYS suspended accumulated with this suspension: ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10  
☐11 ☐12 ☐13 ☐14 ☐15 ☐16 ☐17 ☐18 ☐19 ☐20

Number of TIMES suspended accumulated with this suspension: ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10

PARENT/PUPIL/PRINCIPAL CONFERENCE: Date \_\_\_\_\_ Time \_\_\_\_\_

EXTENDED SUSPENSION: ☐YES ☐NO Parent/Pupil Notification Date: \_\_\_\_\_ Time \_\_\_\_\_

### **EDUCATION CODE, SECTION 48900:**

- ☐ (a-1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- ☐ (a-2) Willfully used force or violence upon the person of another, except in self-defense.

- ☐ (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, the pupil had obtained written permission from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- ☐ (c) Unlawfully possessed, used, sold or otherwise furnished, or been under the influence of any controlled substance, as defined in Section 11053 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind.
- ☐ (d) Unlawfully offered or arranged or negotiated to sell any controlled substance, as defined in Section 11053 of the Health and Safety Code, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance or material as a controlled substance, alcoholic beverage, or intoxicant.
- ☐ (e) Committed robbery or extortion.

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- ☐ (f) Caused or attempted to cause damage to school property or private property.
- ☐ (g) Stolen or attempted to steal school property or private property.
- ☐ (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- ☐ (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- ☐ (j) Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- ☐ (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of duties.
- ☐ (l) Knowingly received stolen school property or private property.
- ☐ (m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- ☐ (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- ☐ (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- ☐ 48900.2 Committed sexual harassment as defined in Education Code 212.5, provided that the conduct is considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the victim's academic performance or to create an intimidating, hostile or offensive educational environment. This ground for suspension/expulsion shall not apply to students enrolled in grades K through 3.
- ☐ 48900.3 Attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 33032.5.
- ☐ 48900.4 Intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonable expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

☐ 48900.7 Made terrorist threats against school officials or school property, or both.

**EDUCATION CODE 48915 - Mandatory expulsion recommendation and mandatory expulsion:**

- ☐ (c-1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil has obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if an employee of a school district verifies the possession.
- ☐ (c-2) Brandishing a knife at another person.
- ☐ (c-3) Unlawfully selling a controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code.
- ☐ (c-4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

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**EDUCATION CODE 48915 - Mandatory expulsion recommendation (unless inappropriate) and discretionary expulsion:**

- ☐ (a-1) Causing serious physical injury to another person, except in self-defense.
- ☐ (a-2) Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.
- ☐ (a-3) Unlawful possession of any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.
- ☐ (a-4) Robbery or extortion.
- ☐ (a-5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

**FACTS LEADING TO DECISION TO SUSPEND \_\_\_\_\_**

TO THE PARENTS/GUARDIAN: This suspension has been issued in compliance with the Education Code of the State of California, Sections 48900, 48910 and 48911. The reason for this suspension has been explained to the pupil, and he/she has had an opportunity to explain his/her version of the incident. Pursuant to Section 48911, the parent or guardian is required to respond without delay to a school official's request for a conference regarding this suspension, please telephone 338-6470.

The student's parent or guardian has a right to have access to the pupil records as provided by Section 49069.

**PLEASE NOTE:** DURING THIS PERIOD OF SUSPENSION FROM SCHOOL, THE PUPIL MUST NOT BE ON OR NEAR ANY SCHOOL CAMPUS, OR MAY BE SUBJECT TO ARREST.

For offenses 48900 A-E and 48915 refer to Action Subject to Expulsion Form.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

and/or

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

Copies: Original - Parent, Pink - Superintendent, Goldenrod - School  
tg:8.98

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** 05/06/09

**Action Item**

**To:** Board of Trustees

**Information Item**   X  

**From:** Jeanne Bess   
Director of Fiscal Services

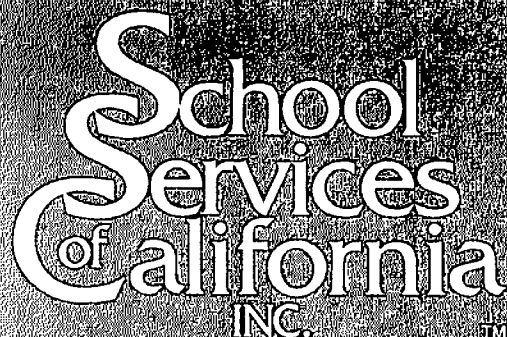
**# Attached Page**

**SUBJECT:**

**State Budget May Revision Workshop  
Sponsored by School Services of California**

School Services of California, Inc. is sponsoring a workshop designed to update Districts on the changes to the State budget as a result of the May 19<sup>th</sup> special election and other changes to finalize the balancing of the State Budget.

The workshop will be held Friday, June 5, 2009, at the Sacramento Double Tree Hotel. Cost of the workshop is \$125 and will be paid for with department funds.



## MAY REVISION IN JUNE WORKSHOP

Please register for the primary dates and preferred locations and hold the alternate dates in case of a later release of the May Revision

### ABOUT THE WORKSHOP

What a year for school administration and finance! Even the May Revision is out of the ordinary. Our May Revision In June Workshop is designed to provide the information needed to close the books for 2008-09, finalize the district budget for 2009-10, and plan for what still appears to be a rocky road ahead. Although the 2009-10 Budget has already been adopted, the May Revision is a statutorily required action by the administration. We expect it to incorporate the results of the May 19 special election, finalize the cost-of-living adjustment (COLA) and deficit figures for 2009-10, and present the progress of the state toward balancing the State Budget.

We will provide a revised SSC Dartboard, updated per-pupil revenue amounts, and planning factors for the out years. Additionally, as always, we will provide the latest information on programs, finance, and collective bargaining. A major focus this year will be management of categoricals under the new flexibility model, taking advantage of lower penalties for K-3 Class-Size Reduction (CSR), the opportunities and limitations of the federal stimulus funds, and the appropriate use of ending balances. As in past years, we will provide a thorough discussion of cash flow and cash management issues.

There is no question that this workshop will be invaluable to you. We have maintained last year's pricing of \$125 and again hold the workshop in multiple locations over multiple days to allow attendance at the most convenient time for you. We selected two sets of dates to allow us to respond to both an early or late release of the May Revision and will have our normal liberal cancellation or rescheduling policy in effect in case your schedule changes. We recommend attendance by Board members, Superintendents, Chief Business Officials, and school business professionals, as well as Human Resources, Education, and other district policy makers. These workshops are co-sponsored by the Fiscal Crisis Management and Assistance Team (FCMAT) and the California County Superintendents Educational Services Association (CCSESA). See you there!

### WORKSHOP DATES AND LOCATIONS

#### PRIMARY DATES

Thursday, June 4

Ontario Convention Center  
Redding Holiday Inn  
Fresno Varni Center

Friday, June 5

Sacramento DoubleTree Hotel  
San Jose Wyndham Hotel  
Ventura COE

Monday, June 8

Kern COE  
San Diego Hilton Mission Inn  
Los Angeles COE

Tuesday, June 9

North Coastal TBA

#### ALTERNATE DATES

Monday, June 15

Sacramento DoubleTree Hotel  
San Diego Hilton Mission Inn  
Ventura COE

Tuesday, June 16

Ontario Convention Center  
San Jose Wyndham Hotel  
Fresno Varni Center

Wednesday, June 17

Kern COE  
Redding Holiday Inn  
Los Angeles COE

Thursday, June 18

North Coastal TBA

*Co-sponsored by*

**FCMAT**  
FISCAL CRISIS & MANAGEMENT  
ASSISTANCE TEAM  
CSIS California School Information Services



# *Center Joint Unified School District*

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	Superintendent's Office	<b>Action Item</b> <u>  X  </u>
<b>To:</b>	Board of Trustees	<b>Information Item</b> <u>          </u>
<b>Date:</b>	May 6, 2009	<b># Attached Pages</b> <u>  5  </u>
<b>From:</b>	Dr. Kevin J. Jolly, Superintendent	

<b>SUBJECT:</b> Second Reading: AR 4112.23	
*Replace AR 4112.23	Special Education Staff
<p><i>*CSBA recommends to replace this policy, but CJUSD does not currently have AR 4112.23. This will be a newly added policy.</i></p>	
<p><b>RECOMMENDATION:</b> CJUSD Board of Trustees approve the Second Reading of AR 4112.23.</p>	



**SPECIAL EDUCATION STAFF**

Note: Individuals providing instruction in special education must possess an appropriate credential or permit issued by the Commission on Teacher Credentialing (CTC) authorizing such service, such as the (1) education specialist credential, which includes specializations in mild/moderate disabilities, moderate/severe disabilities, deaf and hard of hearing, visual impairments, physical and health impairments, and early childhood special education; (2) resource specialist certificate of competence; (3) speech-language pathology services credential; (4) clinical and rehabilitative services credential, which authorizes the holder to provide audiology and/or orientation and mobility services; and (5) adapted physical education specialist credential.

Any teacher assigned to serve students with disabilities shall possess a credential that authorizes him/her to teach the primary disability of the students within the program placement recommended in the students' individualized education programs (IEP). (5 CCR 80046.5)

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

*(cf. 6159 - Individualized Education Program)*

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

Note: The No Child Left Behind Act (20 USC 6319; 34 CFR 200.55-200.57) requires all teachers of core academic subjects, in both Title I and non-Title I programs, to be "highly qualified" as defined in 20 USC 7801 and 5 CCR 6100-6126. 20 USC 1401, 34 CFR 300.18, and 5 CCR 6111 provide that special education teachers who teach multiple subjects and who are "new to the profession," as defined, have additional flexibility for demonstrating subject matter competency; see AR 4112.24 - Teacher Qualifications Under the No Child Left Behind Act.

Special education teachers who teach core academic subjects shall possess the qualifications required by the No Child Left Behind Act. (20 USC 1401, 6319, 7801; 34 CFR 200.55-200.57, 300.18; 5 CCR 6100-6126)

*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*

Note: The following optional paragraph should be revised to reflect district practice. Maximum caseloads for special education staff are specified in Education Code 56362 for resource specialists (see "Resource Specialists" section below) and in Education Code 56363.3 and 56441.7 for language, speech, and hearing specialists. Other special education caseloads are not set by law and may be determined through collective bargaining agreements or the policies and regulations of the Special Education Local Plan Area (SELPA) in which the district participates.

~~The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.~~

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

*(cf. 1312.3 - Uniform Complaint Procedures)*

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

## **SPECIAL EDUCATION STAFF (continued)**

### **Resource Specialists**

**Note:** Education Code 56195.8 mandates entities providing special education to adopt policy related to resource specialists. The following section fulfills this mandate and should be revised for consistency with the policy and regulations of the SELPA in which the district participates.

The Governing Board shall employ certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to: (Education Code 56362)

1. Providing instruction and services to students whose needs have been identified in an IEP and who are assigned to regular classroom teachers for a majority of the school day

A student shall not be enrolled in a resource specialist program for a majority of a school day without approval by the student's IEP team.

2. Providing information and assistance to students with disabilities and their parents/guardians
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate sufficient progress to the IEP team

**Note:** Item #6 below should be deleted by districts that do not maintain secondary schools.

6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life

The district's resource specialist program shall be under the direction of a resource specialist who possesses: (Education Code 56362)

1. A special education credential or clinical services credential with a special class authorization
2. Three or more years of teaching experience, including both regular and special education teaching experience

**SPECIAL EDUCATION STAFF (continued)**

3. The demonstrated competencies required for a resource specialist as established by the Commission on Teacher Credentialing in 5 CCR 80070.8

Note: Pursuant to Education Code 56362, caseloads for resource specialists must be stated in the local policies and regulations of each entity providing special education, but must not exceed 28 students per resource specialist except as provided below. The following paragraph should be revised as necessary for consistency with SELPA and district practice.

In addition, pursuant to Education Code 56362, at least 80 percent of the resource specialists within a SELPA must be provided with an instructional aide.

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

*(cf. 1431 - Waivers)*

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

**Teachers of Students with Autism**

Note: The following section is optional.

Education Code 44265.1, as amended by AB 2302 (Ch. 41, Statutes of 2008), allows districts to assign a teacher whose preliminary Level I credential authorizes instruction to students with mild and moderate disabilities to provide instruction to students with autism under the conditions described below. This law will become inoperative on August 31, 2011 or two years after the CTC adds an autism authorization to the education specialist credential, whichever occurs first, unless subsequent legislation is enacted.

A teacher whose preliminary Level I education specialist credential or other previously issued credential authorizes him/her to provide instruction to students with mild and moderate disabilities may be assigned to provide instruction to students with autism, provided that the teacher consents to the assignment and satisfies either of the following criteria prior to the assignment: (Education Code 44265.1)

1. The teacher has provided full-time instruction for at least one year prior to September 1, 2007, in a special education program that serves students with autism in accordance with their IEP and received a favorable evaluation or recommendation from the district or school to teach students with autism.

**SPECIAL EDUCATION STAFF (continued)**

2. The teacher has completed a minimum of three semester units of coursework in the subject of autism offered by a regionally accredited institution of higher education.

The Superintendent or designee shall report teachers assigned under the above conditions to the county office of education as part of the annual assignment monitoring pursuant to Education Code 44258.9. (Education Code 44265.1)

Note: Education Code 44265.2, as added by AB 131 (Ch. 487, Statutes of 2008), authorizes districts to employ individuals who possess the qualifications described below to provide instruction to students age 3-4 who are diagnosed with autism. This provision becomes inoperative on August 31, 2011 unless subsequent legislation is enacted.

The Superintendent or designee may employ and assign a teacher to provide instruction to students age 3-4 who are diagnosed with autism if the teacher holds a valid preliminary Level I or clear Level II education specialist credential, is authorized to provide instruction to students with autism, and satisfies either of the criteria listed in items #1 and 2 above, except that the prior service shall have been with autistic students age 3-4 or the completed coursework shall have been in the subject of special education related to early childhood education. (Education Code 44265.2)

Verification of experience or coursework for any teacher of autistic students shall be maintained on file in the district or school office. (Education Code 44265.1, 44265.2)

*Legal Reference:*

**EDUCATION CODE**

*44250-44279 Credentials, especially:  
44256 Credential types, specialist instruction  
44258.9 Assignment monitoring  
44265-44265.99 Special education credential  
44268 Clinical and rehabilitative services credential  
56000-56865 Special education, especially:  
56195.8 Adoption of policies  
56361 Program options  
56362 Resource specialist program  
56362.1 Caseload  
56362.5 Resource specialist certificate of competence  
56362.7 Bilingual-crosscultural certificate of assessment competence  
56363.3 Average caseload limits  
56441.7 Maximum caseload, students age 3-5*

*Legal Reference continued: (see next page)*

## **SPECIAL EDUCATION STAFF (continued)**

### *Legal Reference: (continued)*

#### CODE OF REGULATIONS, TITLE 5

3051.1 Language, speech and hearing development and remediation; appropriate credential

3100 Waivers of maximum caseload for resource specialists

6100-6126 Teacher qualifications, No Child Left Behind Act

80046-80046.1 Adapted physical education specialist

80046.5 Credential holders authorized to serve students with disabilities

80048-80048.6 Credential requirements and authorizations

80070.1-80070.8 Resource specialist certificate of competence

#### UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1401 Definition of highly qualified special education teacher

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

#### CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

300.8 Definition of autism

300.18 Highly qualified special education teachers

300.156 Special education personnel requirements

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Handbook on Developing and Implementing Early Childhood Special Education Programs and Services, 2001

#### COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

08-13 Alternative Route to Provide Special Education Services to Students with Autism Ages Three and 4, October 9, 2008

08-10 Alternative Route to Provide Special Education Services to Students with Autism, July 7, 2008

#### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Standards of Quality and Effectiveness for Education Specialist Credential Programs (including University Internship Options) and Clinical Rehabilitative Services Programs, 1996

#### WEB SITES

California Association of Resource Specialists and Special Education Teachers:

<http://www.carsplus.org>

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

California Speech-Language-Hearing Association: <http://www.csha.org>

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

*Center Joint 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> _____
<b>Date:</b> May 6, 2009	<b># Attached Pages</b> _____
<b>From:</b> Dr. Kevin J. Jolly, Superintendent	
<b>Principal/Administrator Initials:</b> _____	

<p><b>SUBJECT:</b> Safe School Officers</p> <p>Trustee Wilson asked that this item be placed on the agenda for discussion and possible action.</p> <p><b>RECOMMENDATION:</b></p>
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*Center Joint 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> _____
<b>Date:</b> May 6, 2009	<b># Attached Pages</b> _____
<b>From:</b> Dr. Kevin J. Jolly, Superintendent	
<b>Principal/Administrator Initials:</b> _____	

**SUBJECT: School Resource Officer Program**

Trustee Wilson asked that this item be placed on the agenda for discussion and possible action.

**RECOMMENDATION:**

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Personnel Department

**Action Item** **X**

**Date:** May 6, 2009

**Information Item**

**To:** Board of Trustees

**# Attached Pages** **3**

**From:** George Tigner  
Director of Personnel



**Subject:** **Declaration of Need for Fully Qualified Educators 2009/10 SY**

The Department of Education and the Commission on Teacher Credentialing regulations for the issuance of emergency teaching credentials require individual districts to submit a "Declaration of Need for Fully Qualified Educators" each year for any *anticipated* certificated positions that may need to be filled with an individual holding an emergency credential.

In the event a District may wish to employ any teacher(s) needing emergency credentials, school districts are required to file a "Declaration of Need for Fully Qualified Educators" at the beginning of each school year. The "Declaration of Need for Fully Qualified Educators" is to be approved by the Board and will be valid for one school year. Each year, a new "Declaration of Need for Fully Qualified Educators" must be filed at the Commission on Teacher Credentialing.

**Recommendation:** Approve Declaration of Need for Fully Qualified Educators as Submitted.





State Of California  
California Commission On Teacher Credentialing  
Box 944270  
1900 Capitol Avenue  
Sacramento, CA 94244-2700

Telephone:  
(916) 445-7254 or (888) 921-2682  
E-mail: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Web site: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original declaration of need for year 2009/2010

☐ Revised declaration of need for year \_\_\_\_\_

### For Service in a School District

Name of District Center Joint Unified School District District CDS Code 73973

Name of County Sacramento County CDS Code 34

By submitting this annual Declaration the district is certifying the following:

- a diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- if a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 06 / 09 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the Board agenda item**

With my signature below I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2010.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>George Tigner</u> <i>Name</i> (916) 338-6415 <i>Fax Number</i> 8408 Watt Avenue	<u>(916) 338-6404</u> <i>Signature</i> <i>Antelope, CA 95843</i> <i>Telephone Number</i>	<u>Director of Personnel</u> <i>Title</i> 05/07/2009 <i>Date</i>
<u>gtigner@centerusd.k12.ca.us</u> <i>Mailing Address</i> <i>E-Mail Address</i>		

### For Service in a County Office of Education, State Agency or Non-Public School or Agency

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

(Complete only the appropriate line.)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

(continued)

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

- This declaration must be on file with the California Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

### Areas of Anticipated Need for Fully Qualified Educators

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	1
BCLAD (applicant already holds teaching credential)	
List Target Language(s) for BCLAD Permit(s)	
Resource Specialist	1
Library Media Teacher Services	
Clinical or Rehabilitative Services:	
Language, Speech and Hearing	
Special Class Authorization	

### Limited Assignment Permits

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of limited assignment permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
TOTAL	

(continued)

### Efforts to Recruit Certificated Personnel

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for more details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable teacher is not available to the school district, the district made a reasonable effort to recruit an individual for the assignment, in the following order:

- an individual who is scheduled to complete initial preparation requirements within six months
- a candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

### Efforts to Certify, Assign, and Develop Fully Qualified Personnel

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. We use Project Pipeline

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program. California State University Sacramento, Chapman University,  
National University

If no, explain why you do not participate in an internship program.

## Center Unified School District

### AGENDA REQUEST FOR:

Dept./Site: **Instructional Services**

Date: **May 6, 2009**

Action Item   X  

To: **Board of Trustees**

Information Item

From: **Scott Loehr**  
**Assistant Superintendent**

1 Attached Page

Initials: S.L.

### **SUBJECT: Instructional Materials Adoption 6-12<sup>th</sup> Grade English/Language Arts Textbooks**

In August 2008, Center JUSD authorized Center High School, Wilson C. Riles Middle School and McClellan Continuation High School to form site committees to begin the process of selecting English/Language Arts textbooks for adoption. Each site committee was comprised of English teachers representing each grade level. The committee reviewed sample kits, attended various publisher presentations and piloted materials.

The Center High School, Wilson C. Riles Middle School and McClellan Continuation High School English/Language Arts Adoption Committee reached agreement on the following recommendations to adopt:

6<sup>th</sup>-12<sup>th</sup> grade: Pearson English/Language Arts collection

10<sup>th</sup>-12<sup>th</sup> grade Continuation Program: National Geographic/Hampton Brown, Holt

With this adoption, this will conclude our English/Language Arts adoption cycle for grades 6<sup>th</sup>-12<sup>th</sup>.

To ensure compliance with Williams Legislation, we have outlined which specific materials we will be adopting. We will be receiving "gratis" materials, but they are not listed on the adopted materials list. The attached page also outlines the criteria the committee used to select this publisher.

Our 6<sup>th</sup>-12<sup>th</sup> grade materials were selected from the State approved textbook list. By selecting materials off the State approved list (K-8) we will be able to use our Instructional Material Fund, which is categorical funding received for these types of purchases.

**RECOMMENDATION:** Center USD Board of Trustees to approve the adoption of 6<sup>th</sup> -12<sup>th</sup> grade English Curriculum.

## 2009 English/Language Arts Adoption

<b>Wilson C. Riles</b> 6-8	<b>Course</b> English	<b>Title</b> Pearson Literature Student Edition Language Central Worktext Bundle Writing and Grammar – Teacher's Edition. Word Wall ELD Program Building Language CD-ROM	<b>Publisher</b> Pearson Publishing Company
<b>Center High</b> 9-12	<b>Course</b> English	<b>Title</b> Literature Text World Masterpieces Anthologies for 10 <sup>th</sup> Grade Honors Course AP Literature Text	<b>Publisher</b> Pearson Publishing Company
<b>McClellan High</b> 6-8	<b>Course</b> English	<b>Title</b> Hampton Brown Edge Levels B & C Student Textbooks Interactive Practice Books Grammar & Writing Practice Books Selection Readings and Fluency Model CD  Literature Text	<b>Publisher</b> National Geographic /Hampton Brown    Holt McDougal Publishing Company