

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

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

Wednesday, June 16, 2010 - 6:00 p.m.

STATUS

I. OPEN SESSION - CALL TO ORDER & ROLL CALL - 6:00 p.m.

II. FLAG SALUTE

III. ADOPTION OF AGENDA

Action

IV. ORGANIZATION REPORTS (3 minutes each)

Info

1. CUTA - Heather Woods, President
2. CSEA - Marie Huggins, President

V. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Public
Comments
Invited

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.

VI. BOARD / SUPERINTENDENT REPORTS (10 minutes)

Info

VII. CONSENT AGENDA (5 minutes)

Action

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.

- | | |
|------------|---|
| Government | 1. Approve Adoption of Minutes from June 2, 2010 Regular Meeting |
| ↓ | 2. Approve Resolution #34/2009-2010: Delegation of Contracting Powers |
| Personnel | 3. Approve Classified Personnel Transactions |
| ↓ | 4. Approve Leadership Institute Memorandum of Understand Between
the Sacramento County Office of Education and the Center Joint Unified
School District |

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.

CONSENT AGENDA (continued)

Curriculum	5.	Approve 2010/2011 Consolidated Application (Part I)
Facilities & Op.	6.	Approve the CDI/CDC Annual Report 2010, including the Environmental Rating Summary of Findings and the Desired Results Action Plan
↓	7.	Approve Preconstruction Services Contract for Center High School Baseball Field Upgrade Project
↓	8.	Approve Extension of the Contract with Xerox for Copiers in the Schools and the District's Print Shop to July 1, 2015
↓	9.	Approve Resolution #32/2009-10: Resolution of Authorization, Granting Easements to Antelope Springs Church for a Waterline
↓	10.	Approve Resolution #33/2009-10: Resolution of Authorization, Granting Easements to Antelope Springs Church for Sewer
↓	11.	Approve Resolution #35/2009-10: Adopting Plans and Specifications for the Center High School Baseball Field Upgrade Project and Ratify the Site Lease and Facilities Lease
Business	12.	Approve Title I, Part A and Title I, Part A, American Recovery and Reinvestment Act Waiver Application
↓	13.	Approve Payroll Orders: July 2009 - May 2010
↓	14.	Approve Supplemental Agenda (Vendor Warrants)

VIII. BUSINESS ITEMS

Government	A.	<u>Second Reading: Board Policies/Regulations/Exhibits</u>	Action
		(No Significant Changes)	
	Add	BP 1330.1	Joint Use Agreements
	Replace	BP 4030	Nondiscrimination in Employment
	Delete	AR 4030	Nondiscrimination in Employment
	Replace	AR 4031	Complaints Concerning Discrimination in Employment
	Replace	AR 4154/4254/4354	Health and Welfare Benefits
	Replace	BP/AR 4157/4257/4357	Employee Safety
	Replace	AR 4161.2/4261.2/4361.2	Personal Leaves
	Replace	AR 4161.8/4261.8/4361.8	Family Care and Medical Leave
	Replace	BP 5127	Graduation Ceremonies and Activities
	Replace	BP/AR 5131.7	Weapons and Dangerous Instruments
	Delete	BP 5141.26	Tuberculosis Testing
	Replace	AR 5141.26	Tuberculosis Testing
	Replace	AR 5141.4	Child Abuse Prevention and Reporting
	Replace	AR 5144.1	Suspension and Expulsion/Due Process
	Replace	AR 5144.2	Suspension and Expulsion/Due Process (Students with Disabilities)
	Replace	E 5145.6	Parental Notifications
	Replace	BP/AR 6142.7	Physical Education and Activity
↓	B.	<u>Second Reading: Board Policies/Regulations/Exhibits</u>	Action
		(Significant Changes)	
	Replace	BP/AR 1240	Volunteer Assistance
	Replace	BP/AR 3320	Claims and Actions Against the District
	Replace	BP/AR 3515.2	Disruptions
	Replace	BP/AR 4127/4227/4327	Temporary Athletic Team Coaches
	Replace	BP 5145.11	Questioning and Apprehension by Law Enforcement
	Delete	AR 5145.11	Questioning and Apprehension by Law Enforcement
	Add	E 5145.11	Questioning and Apprehension by Law Enforcement
	Replace	BP 5145.3	Nondiscrimination/Harassment

BUSINESS ITEMS (continued)

PUBLIC HEARING: The Board of Trustees has set this time aside to hear public comments on transferring of categorical funds to any educational purpose. The 2009-2010 Budget Act gives school districts the flexibility to transfer all "Tier III" categorical programs to any other educational purpose.

- Business C. **Authorization For Tier III Categorical Funding Flexibility Transfer for 2010/2011 SY** Action
- To take advantage of the flexibility provisions described in the 2009/10 Budget Act, school district have the ability to transfer all "Tier III" categorical programs for "any educational purpose to the extent permitted by federal and state law". The flexibility to transfer funds from these programs is authorized for five years from the current year through 2012/13. The fiscal impact of this action would shift the funds in these programs from restricted to unrestricted purposes. All funds will be used to support current core programs.

PUBLIC HEARING: The Board of Trustees has set this time aside to hear public comments on the Center Joint Unified School District Budget for 2010-2011 fiscal year.

- ↓ D. **2010/2011 Budget** Action
- The 2010/2011 budget is being presented for adoption.
- IX. **ADVANCE PLANNING** Info
- a. ***Future Meeting Dates:***
- i. *Wednesday, August 18, 2010 @ 6:00 p.m. - North Country Elementary School - Multi Purpose Room*
- b. ***Suggested Agenda Items:***
- X. **ADJOURNMENT** Action

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: June 16, 2010

#Attached Pages 5

From: Scott A. Loehr, Superintendent

Principal's Initials: **SUBJECT: Adoption of Minutes****The minutes from the following meeting are being presented:**

June 2, 2010 Regular Meeting

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

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING

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

Wednesday, June 2, 2010

MINUTES

CALL TO ORDER - President Williams 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: Scott Loehr, Superintendent
George Tigner, Chief Administrative Officer
Craig Deason, Assist. Supt., Operations & Facilities
Jeanne Bess, Director of Fiscal Services

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Public Employee Performance Evaluation (Certificated) Superintendent (G.C.§54957)
2. Conference with Labor Negotiator, George Tigner, Re: CSEA
3. Student Expulsions/Readmissions (G.C. §54962)

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

CLOSED SESSION - 5:30 p.m.

OPEN SESSION - CALL TO ORDER – 6:03 p.m.

FLAG SALUTE - led by Gary Blenner

President Williams announced that Trustee Anderson was not in attendance because of an emergency dental appointment. It was noted that Trustee Anderson may arrive late to the meeting, if she is able to attend.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

President Williams announced that there was no action taken in Closed Session. The Board voted during Open Session in the matter of:

3. Student Expulsions/Readmissions (G.C. §54962)
Student Expulsion #09-10.40 - Recommendation approved.

Motion: Wilson
Second: Blenner

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

Student Expulsion #09-10.41 - Recommendation approved.

Motion: Blenner
Second: Friedman

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

ADOPTION OF AGENDA - approved adoption of agenda as presented.

Motion: Wilson

Second: Friedman

Ayes: Blenner, Friedman, Williams, Wilson

Absent: Anderson

It was noted at this time that there was no one here to present the Student/Staff Recognitions or the CHS Athletic Handbook Report, so they will be moved to later in the meeting as people arrive.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Lynda Olander, parent, inquired on the students that would be allowed to participate in the GATE Academy. Mr. Loehr asked Mr. Tigner to address this item. Mr. Tigner noted that GATE students would be placed first, then if there is room they will admit High Achievers.

She also addressed her concern with a giant food fight that occurred on the middle school campus. She wanted to know how the students are being dealt with to hold them accountable. Mr. Loehr noted that he had just learned of this event and will be looking into what happened and how they were disciplined.

REPORTS/PRESENTATIONS

1. **CHS Athletic Handbook** - Mike Jordan, Principal at CHS, noted that they found that there weren't any procedures in writing for the Athletic Department. He would get multiple answers to questions; there were no concrete answers. Because of this, students were falling through the cracks. The new Athletic Handbook should take care of those issues. Mr. Loehr noted that because the Board was just handed the packet, they could review it over the summer.

STUDENT / STAFF RECOGNITIONS

2. **Perfect Attendance** - Scott Loehr, Superintendent, announced that we had a student who obtained perfect attendance from Kindergarten through 12th grade. The Board presented her with a certificate for her accomplishment.

1. **Media Communications Academy Student Recognition** – Vernon Bisho, MCA teacher, presented to the Board a DVD of videos made by CHS MCA students and a program from the 14th Annual Teen Digital Reel Showcase & Awards. Mr. Bisho explained the various programs and grant awards that they are involved with.

BOARD/SUPERINTENDENT REPORTS

Mr. Blenner

- congratulated and welcomed Ms. Woods to her first Board meeting as CUTA President.
- thanked Mr. DeArcos and Mr. Jordan for the wonderful graduation ceremonies; noted that all ceremonies went great.
- noted that he was glad everyone is on summer vacation; wished everyone a happy vacation.

Mrs. Anderson – was not available to report.

Mr. Friedman

- noted that it was nice to see our graduation ceremonies on school grounds.
- thanked Mr. Bisho, Dr. Tree, Mr. Jordan, and Mr. DeArcos for the work they did for the graduation ceremonies.
- wished everyone a happy vacation.
- thanked the staff (teaching, classified and administrative staff) for dealing with such a difficult year.

BOARD/SUPERINTENDENT REPORTS (continued)

Mr. Wilson

- noted that there is a bill by Gloria Romero for job retraining funds, that will provide a new program that will retrain teachers, that are laid off, for another profession.
- wished everyone a great summer.

Mrs. Williams

- noted that the Dudley Elementary Band participated in the Memorial Day parade with Mr. Meyers.
- congratulated the graduates.
- inquired on the dates for summer school and the numbers of students enrolled.

Mr. Loehr

- thanked staff for their work this year and their work on the graduations.
- noted that he is looking forward to the wrap up of the year and the start of next year.

CONSENT AGENDA

1. Approved Adoption of Minutes from May 5, 2010 Regular Meeting
2. Approved Adoption of Minutes from May 19, 2010 Regular Meeting
3. Approved Certificated Personnel Transactions
4. Approved Classified Personnel Transactions
5. Approved CSEA 2010/2012 Bargaining Agreement Contract Language Revisions: Article IV- CSEA Rights, Article VII-Holidays, Article IX-Safety, Article XI-Transportation, Article XII- Alarm/Security Procedures, Article XIV-Leaves, Article XVII-Layoff Procedures, Article XIX- Wages, Article XXIV- Completion of Negotiations, Article XXVI-Contracting Out
6. Approved 2009/2010 Individual Service Agreements
2009/10-217 Odyssey
7. Approved Athletic Trainer for 2010/11 at Center High School
8. Approved Resolution of Intention: Resolution #30/2009-10
9. Approved Resolution of Intention: Resolution #31/2009-10
10. Approved Deferred Maintenance Program
11. Approved Proposed Change of Banking Services to UMPQUA Bank

Motion: Wilson
Second: Blenner

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

BUSINESS ITEMS

A. APPROVED - CHS Athletic Fees

There was a motion to bring this item to the floor.

Motion: Blenner
Second: Friedman

Trustee Wilson inquired on whether we had checked with surrounding districts to see if and what they are charging for athletics. Mr. Jordan shared with the Board the amounts he had learned from surrounding districts.

Trustee Anderson arrived at 6:43 p.m.

Trustee Williams expressed her concern with the cost of transportation for next year. She asked if any of the money collected will be used toward this cost.

Trustee Wilson asked that we look at the end of the year as to how the cost affects the number of students participating in sports. We will re-evaluate this if the number of participants drops.

Ayes: Anderson, Blenner, Friedman, Williams,
Wilson

B. APPROVED - 2010-2011 Board of Trustees Meeting Schedule

There was a motion to approve the schedule showing one monthly meeting, on the 3rd Wednesday of each month.

Motion: Friedman
Second: Blenner

Trustee Friedman amended his motion to include that at 8:30 p.m. there be a time check, with a hard cap at 9:00 p.m. Trustee Wilson noted that we don't need to go that far. Trustee Williams noted that we don't need to add anything. She called for the vote.

Trustee Friedman amended his motion to adopt the proposed schedule of a single meeting per month, on the 3rd Wednesday of each month, with an informal clarification that we will stop at 9:00 p.m.

The motion was then presented as it was originally, the 3rd Wednesday of the month (second schedule provided in the packet).

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

C. APPROVED - First Reading: Board Policies/Regulations/Exhibits
(No Significant Changes)

There was a motion to approve as a block.

Motion: Blenner
Second: Friedman

There was an amendment to include the reference to P.C. 417.4 to BP 5131.7 after the words "imitation firearm".

Ayes: Anderson, Blenner, Friedman, Williams,
Wilson

D. APPROVED - First Reading: Board Policies/Regulations/Exhibits
(Significant Changes)

There was a motion to approve as a block.

Motion: Blenner
Second: Friedman

Susan Wilson asked for clarification on the certification for coaches and any fees involved.

Trustee Wilson asked that we use the old language in the first paragraph and replace the first two paragraphs in the new policy in BP 3515.2.

The motion was amended to reflect the amendment of BP 3515.2

Ayes: Anderson, Blenner, Friedman, Williams,
Wilson

ADVANCE PLANNING

a. Future Meeting Dates:

i. Wednesday, June 16, 2010 @ 6:00 p.m. - Center High School Theater

b. Suggested Agenda Items:

CONTINUATION OF CLOSED SESSION – 7:13 p.m.

Motion: Friedman
Second: Blenner

Vote: General Consent

RETURN TO OPEN SESSION – 8:05 p.m.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

President Williams announced that no action was taken.

ADJOURNMENT – 8:06 p.m.

Motion: Blenner
Second: Friedman

Ayes: Anderson, Blenner, Friedman, Williams,
Wilson

Respectfully submitted,

Scott A. Loehr, Superintendent
Secretary to the Board of Trustees

Gary N. Blenner, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

		AGENDA REQUEST FOR:
Dept./Site:	Superintendent's Office	Action Item _____ X
To:	Board of Trustees	Information Item _____
Date:	June 16, 2010	# Attached Pages _____
From:	Scott A. Loehr, Superintendent	
Principal/Administrator Initials: _____		

SUBJECT: Resolution #34/2009-10: Delegation of Contracting Powers to the Superintendent

This resolution delegates powers to the Superintendent during the summer months when the Board will not be in session.

RECOMMENDATION: CJUSD Board of Trustees approve Resolution #34/2009-10: Delegation of Contracting Powers to the Superintendent.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION # 34/2009-10

Delegation of Contracting Powers to the Superintendent

WHEREAS, the Board of Trustees will not meet during the period of June 17, 2010 to August 17, 2010; and

WHEREAS, personnel transactions, purchasing, construction documents, bids, contracts and/or applications, and grants are received during this time period; and

WHEREAS, decisions regarding these activities must be accomplished and executed in a timely manner; and

WHEREAS, the California Education Code Section 17604 permits delegation of powers by the Board of Trustees to the Superintendent, subject to ratification of the Board of Trustees;

THEREFORE, BE IT RESOLVED that the Board of Trustees of Center Joint Unified School District delegates contracting powers to Scott A. Loehr, Superintendent, subject to ratification by the Board of Trustees at its next scheduled meeting, in accordance with Education Code Section 17604.

PASSED AND ADOPTED by the following vote of the members of the Board of Trustees of the Center Joint Unified School District of Sacramento County, State of California this 16th Day of June 2010.

Board of Trustees

Nancy Anderson, Member

Gary N. Blenner, Clerk

Matthew Friedman, Member

Libby A. Williams, President

Donald Wilson, Member

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: June 16, 2010

Action Item X

To: Board of Trustees

Information Item

From: George Tigner,
Chief Administrative Officer

Attached Pages 1

SUBJECT: CLASSIFIED PERSONNEL TRANSACTIONS

RETIREMENT: June Daniels, Instructional Assistant

LEAVE OF ABSENCE: Mary Bohn, Instructional Specialist/PH/Autism

RECOMMENDATION: Approve Classified Personnel Transactions as
Submitted

CONSENT AGENDA

June Daniels has retired from her position of Instructional Assistant, North Country Elementary School, effective May 27, 2010.

Mary Bohn, Instructional Specialist/PH/Autism at Spinelli Elementary School has requested a leave of absence for the 10/11 school year.

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Superintendent's Office	Action Item _____ X
To: Board of Trustees	Information Item _____
Date: June 16, 2010	# Attached Pages _____
From: Scott A. Loehr, Superintendent	
Principal/Administrator Initials: _____	

SUBJECT: Leadership Institute Memorandum of Understanding Between the Sacramento County Office of Education and the Center Joint Unified School District

The Sacramento County Office of Education will serve as the provider for a comprehensive, Tier 1 Administrative Leadership Institute program for the education community in the Sacramento Region.

RECOMMENDATION: CJUSD Board of Trustees approve the Leadership Institute Memorandum of Understanding Between the Sacramento County Office of Education and the Center Joint Unified School District.

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING
Leadership Institute
August 1, 2010 – August 31, 2011

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education (SCOE)** and the Center Joint Unified School District. The Sacramento County Office of Education will serve as the provider for a comprehensive, Tier 1 Administrative Leadership Institute program for the education community in the Sacramento Region. Each district will partner with SCOE with the purpose of working closely together to shape the work of the institute in an effort to meet district needs, as well as support participants at all levels. Together, SCOE and districts in the county will address the growing leadership needs of the region.

This memorandum is intended to define the roles and responsibilities of SCOE and the Center Joint Unified School District in regards to supporting the Leadership Institute for aspiring administrators. Once signed by both parties, this MOU is in effect.

Sacramento County Office of Education agrees to:

- Provide a high-quality, connected institute that will certify Tier 1 participants at the successful completion of the Aspiring credential program.
- Provide quarterly status reports on the program at the County Superintendents' meetings.
- Provide mid-year progress reports on participants' progress in the program to district Superintendent or designee.
- Notify Superintendent or designee of successful completion of participants in Aspiring credential program.

Districts agree to:

- Assist with the selection process of participants through Superintendent or designee recommendations.
- Provide recommendations of principals for online coaching/mentoring support.

Districts agree to: (continued)

- Assign a point person for each candidate to guide him/her around his or her field project.
- Provide district staff members to serve on a review panel at a year-end symposium involving fieldwork presentations.
- Provide district staff to assist in the development of successful participants around the interview process and readiness for possible employment.
- Apply the total 231 hours of program credit (15 hours = 1 unit/ 231 hours = 15.4 units) towards a candidate's current certificated salary schedule upon successful completion of program.

Other conditions Sacramento County Office of Education and districts agree to:

Indemnity: The Sacramento County Office of Education, defend, and hold harmless each of the aforementioned districts, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of Sacramento County Office of Education, its officers, agents, or employees.

Each of the aforementioned districts shall indemnify, defend, and hold harmless the Sacramento County Office of Education, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of its district, its officers, agents, or employees.

The undersigned represent all collaborative partners of the Leadership Institute and commit to insuring the successful implementation, monitoring, and assistance needed for completion of the program.

For the Sacramento County Office of Education:

Sue Stickel, Assistant Superintendent
Curriculum, Instruction, and the
Reading Lions Center

For the Center Joint Unified School District:

Scott A. Loehr,
Superintendent

Signature and Date

Signature and Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site:

Date: June 16, 2010

Action Item X

To: Board of Trustees

Information Item

From: George Tigner, Chief Administrative Officer

Attached Pages

Initials: G.T.

SUBJECT: 2010/2011 Consolidated Application (Part 1)

Please approve the 2010/2011 Consolidated Application (Part 1) for Funding Categorical Aid Programs

RECOMMENDATION: CJUSD Board of Trustees to approve 2010/2011 Consolidated Application (Part 1)

CONSENT AGENDA

2010-11 Consolidated Application for Funding Categorical Aid Programs

California Department of Education

(Part I)

Consolidated Application

Purpose: To declare the agency's intent to apply for 2010-11 funding of Consolidated Categorical Aid Programs.		Agency: Center Joint Unified									
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%;">CD code:</td> <td style="width:8%; text-align: center;">3</td> <td style="width:8%; text-align: center;">4</td> <td style="width:8%; text-align: center;">7</td> <td style="width:8%; text-align: center;">3</td> <td style="width:8%; text-align: center;">9</td> <td style="width:8%; text-align: center;">7</td> <td style="width:8%; text-align: center;">3</td> </tr> </table>		CD code:	3	4	7	3	9	7	3
CD code:	3	4	7	3	9	7	3				
CDE Contact: Anne Daniels 916-319-0295 ADaniels@cde.ca.gov LEA Plan Only: Cheryl Tiner 916-319-0414 CTiner@cde.ca.gov		Dates of project duration: July 1, 2010 -- June 30, 2011									
Legal status of agency: <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <input checked="" type="checkbox"/> School District <input type="checkbox"/> County Office of Education <input type="checkbox"/> Direct Funded Charter </div> </div>		<p>Do not return the paper copy of this form to the California Department of Education.</p> <p>The ConApp must be submitted electronically using the ConApp Data System (CADS).</p>									
Date of approval by local governing board: 06/16/2010											
Our LEA Plan is current and is linked to our web site located at:											
Date of LEA Plan approval by State Board of Education: 07/11/2003		www.centerusd.org									

Advisory Committees: The undersigned certify that they have been given the opportunity to advise on the pages in this application related to compensatory education programs for English learners.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p style="text-align: center;">Signature-District Advisory Committee (DAC)* (Required if the LEA operates a state Compensatory Education program.)</p> <div style="display: flex; align-items: center;"> <div style="border-bottom: 1px solid black; width: 150px;"></div> </div> <p style="text-align: center;">Signature-District English Learner Advisory Committee (DELAC)* (Required if the LEA has 51 or more identified English learners.)</p>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p>Date</p> <p>06/04/2010</p> <p>Date</p>	<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80px;"> <u>OR</u> for each committee, check the appropriate box to the right </div>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input checked="" type="checkbox"/> Committee is N/A </div> <div style="text-align: center;"> <input type="checkbox"/> Committee refused to sign </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <input type="checkbox"/> Committee is N/A </div> <div style="text-align: center;"> <input type="checkbox"/> Committee refused to sign </div> </div>
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Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>	George Tigner Printed name of authorized representative	Chief Administrative Officer Title	06/04/2010 Date
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☐ Electronic certification HAS been completed.

☒ Electronic certification has NOT been completed.

* Signatures of appropriate committee chairpersons certifying opportunity to review and advise in the development of this application will be required in Part II.

Participation in 2010-11 Consolidated Programs

California Department of Education

Consolidated Application

Purpose: To declare that the LEA is applying for specified categorical funds for the 2010-11 school year.				Agency: Center Joint Unified										
CDE Contact: Anne Daniels 916-319-0295 ADaniels@cde.ca.gov				CD code: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">3</td> <td style="width: 20px;">4</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> <td style="width: 20px;">9</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> </tr> </table>				3	4	7	3	9	7	3
3	4	7	3	9	7	3								
<i>Note: Shaded areas (<input type="checkbox"/>) indicate Federal programs.</i>														
1*	3010	3010	3025											
2*	Title I, Part A (Basic Grant) ESEA Sec.1111 et. seq:	Title I, Part A (Neglected) ESEA Sec.1111 et seq:	Title I, Part D (Delinquent) ESEA Sec. 1401											
3*	YES	NO	NO											
1*	4035	4201	4203											
2*	Title II, Part A (Teacher Quality) ESEA Sec. 2101	Title III, Part A (Immigrant) ESEA Sec. 3102	Title III, Part A (LEP Students) ESEA Sec. 3102											
3*	YES	NOT ELIGIBLE	YES											
1*	5810	4126	7090, 7091											
2*	Title VI Subpart 1 REAP Flexibility ESEA Sec. 6211	Title VI, Subpart 1 Small Rural School Achievement ESEA Sec. 6211	Title VI, Subpart 2 Rural and Low-Income Grant ESEA Sec. 6221											
3*	NOT ELIGIBLE	NOT ELIGIBLE	YES											

* Rows within each type of program: 1. SACS Resource Code 2. Program Title 3. "Yes" if participating, "No" if not participating

2010-11 Title I, Part A, (Basic) Services for Students in Private Nonprofit Schools

California Department of Education

Consolidated Application

Purpose: To identify private nonprofit schools that will participate in the ESEA Title I, Part A (Improving the Academic Achievement of the Disadvantaged).

Agency:

Center Joint Unified

CD code:

3 | 4 | 7 | 3 | 9 | 7 | 3

CDE Contact: Jyoti Singh 916-319-0372 JySingh@cde.ca.gov
Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov



This page is not applicable; no private schools have chosen to participate or the LEA does not receive Title I, Part A, (Basic Grant) funding on page 2 of the ConApp.

1. The LEA shall, after timely and meaningful consultation with appropriate private school officials, provide to eligible children, on an equitable basis, special educational services or other benefits that address their needs and shall ensure that teachers and families of the children have equitable participation in services and activities developed under Title I, Part A, Sections 1118 and 1119. (See Legal Assurance under ESEA Participation of Private Nonprofit School Students #1)
 2. The LEA will provide this consultation during the design and development of the program on issues such as how the children's needs will be identified; what services will be offered; how, where, and by whom the services will be provided; how the services will be assessed and how the results will be used to improve those services; and the method and sources of data used to determine the number of low income students from Title I attendance areas enrolled in private schools. (See Legal Assurance under ESEA Participation of Private Nonprofit School Students #3.)
 3. LEA maintains in the agency's records and upon request will provide to CDE a written affirmation signed by officials of each participating private school that the consultation required by ESEA Title I, Part A, Section 1120 (b) has occurred. (See Legal Assurance under NCLB Participation of Private Nonprofit School Students #7).
- Note: The LEA of residence is responsible for providing Title I, Part A, services to eligible students who reside in the LEA's Title I attendance area but attend a private school located outside the LEA's boundaries.

A. Name of school	B. School Code	C. District will provide direct services	D. District will contract with another provider for services	E. Affirmation on File	F. School is not participating
Antelope Christian Academy	6937544				X

ESEA Participation and Reporting of Students in Private Nonprofit Schools

California Department of Education

Consolidated Application

Purpose: 1. To identify private nonprofit schools that will participate 2010-11 in ESEA Title II (Teacher Quality), Title II (Technology), and Title III (LEP), Title IV (Safe and Drug-free Schools and Communities).

2. To report in column F the number of private school English Learner (EL) students served in 2009-10.

Agency:

Center Joint Unified

CD code:

3 | 4 | 7 | 3 | 9 | 7 | 3

CDE Contact: George Olive 916-323-0891 GOlive@cde.ca.gov
(Column F Only) Patty Stevens 916-323-5838 PSTevens@cde.ca.gov



This page is not applicable because there are no private schools listed below

LEA Responsibilities:

1. The LEA must, after timely and meaningful consultation with appropriate private school officials, provide equitable services that address needs of private school students and staff under the programs listed in columns D - G below. (See Legal Assurance #1.)
2. To ensure timely and meaningful consultation, the LEA must consult with appropriate private school officials during the design and development of these programs. (See Legal Assurance #3 for details that must be addressed in consultation.)
3. To assure that equitable services were delivered to eligible students under Title III, Part A, the LEA must report the number of private school students receiving services in the 2009-10 year.

A	B	C	D	E	F	G	H
			4035	4045	4203: Title III, Part A		3710
Name of school	School Code	Enrollment	Title II, Part A (Teacher Quality)	Title II, Part D (Technology)	Count of private school ELs served in 2009-10	(LEP)	Title IV , Part A (SDFSC) (Carryover Only)
Antelope Christian Academy	6937544	81	NO	NO	0	NO	NO

2010-11 EIA/SCE Ranking Decisions

California Department of Education

Consolidated Application

Purpose: To identify options used in ranking schools to determine eligibility for EIA/SCE.	Agency: Center Joint Unified CD code: <table style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px;">3</td> <td style="border: 1px solid black; width: 20px;">4</td> <td style="border: 1px solid black; width: 20px;">7</td> <td style="border: 1px solid black; width: 20px;">3</td> <td style="border: 1px solid black; width: 20px;">9</td> <td style="border: 1px solid black; width: 20px;">7</td> <td style="border: 1px solid black; width: 20px;">3</td> </tr> </table>	3	4	7	3	9	7	3
3	4	7	3	9	7	3		
CDE Contact: Richard Graham 916-319-0303 RGraham@cde.ca.gov Mark Klinesteker 916-319-0420 MKlinesteker@cde.ca.gov	<input type="checkbox"/> This page is not applicable because the LEA did not apply for EIA funding on page 2 of the ConApp.							

A. EIA/SCE Ranking Decisions

1. Ranking Method	<input checked="" type="checkbox"/>	EIA/SCE method is used	<input type="checkbox"/>	Title I method is used
2. Ranking Order	<input type="checkbox"/>	Districtwide ranking	<input checked="" type="checkbox"/>	Grade span ranking
3. Ranking Type	<input checked="" type="checkbox"/>	Number of students in need	<input type="checkbox"/>	Percent of students in need

B. Low Income Measure (check appropriate box)

X	Eligibility for Free and Reduced-Price Lunch
	Receipt of CalWORKS
	Poverty count from most recent Census Data
	Eligibility for Medicaid
	Composite of the above (Describe in a comment) (See directions for constructing a composite)

C. Grade spans and poverty rate calculations (based on page 6 data)

Grade Span	Grades	Enrollment	Low Income	Poverty Rate
1	KK-05	2,215	1,303	58.8%
2	06-08	1,158	643	55.5%
3	09-12	1,804	793	44.0%
Districtwide	N/A	5,177	2,739	52.9%

2010-11 EIA Ranking of Public Schools

California Department of Education

Consolidated Application

Purpose: To identify options used in developing an intra-district allocation plan for EIA funds.						Agency: Center Joint Unified				
CDE Contact: Richard Graham 916-319-0303 RGraham@cde.ca.gov Mark Klinesteker 916-319-0420 MKlinesteker@cde.ca.gov						CD code: 3 4 7 3 9 7 3				
<input type="checkbox"/> Ranked using Title I, Part A method <input checked="" type="checkbox"/> Ranked using EIA/SCE method						EIA/SCE Ranking orders: <input type="checkbox"/> Districtwide <input checked="" type="checkbox"/> Grade Span <input checked="" type="checkbox"/> Number of students in need <input type="checkbox"/> Percent of students in need				
A		B	C	D	E	F	G	H	I	J
Name of School Grade Levels School Code	Grade Span Group	Student Enrollment in Attend. Area	Number of Low-Income Students	Number of LEP Students	Number of EDY Students	Total Students in Need	Percent of Students in Need	EIA/SCE School Rank*	EIA Intended for Funding ("X")	
Oak Hill Elementary KK-05 6107734	1	742	357	141	324	822	110.8%	(1)	X	
Arthur S. Dudley Elementary KK-05 6032908	1	665	402	105	298	805	121.1%	(2)	X	
North Country Elementary KK-05 6108948	1	491	310	119	216	645	131.4%	(3)		
Cyril Spinelli Elementary KK-05 6032924	1	317	234	83	201	518	163.4%	(4)		
Wilson C. Riles Middle 06-08 0108621	2	1,158	643	83	749	1,475	127.4%	(1)		
Center High 09-12 3430378	3	1,443	586	51	802	1,439	99.7%	(1)	X	
McClellan High (Continuation) 09-12 3430451	3	94	61	2	91	154	163.8%	(2)	X	
Antelope View Charter 06-12 3430816	3	165	91	0	61	152	92.1%	(3)		
Global Youth Charter High 09-12 0106377	3	102	55	2	37	94	92.2%	(4)		

*If EIA/SCE ranking method used, () indicates school is eligible based on 25% low-income students, 25% EL students or 50% EDY students.
 *If Title I ranking method used, () indicates school is eligible based on the district or grade-span poverty rate percent or 35%.

2010-11 Title I, Part A Ranking Decisions

California Department of Education

Consolidated Application

Purpose: To identify options used in ranking schools to determine eligibility for ESEA, Title I, Part A.	Agency: Center Joint Unified CD code: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">3</td> <td style="width: 20px;">4</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> <td style="width: 20px;">9</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> </tr> </table>	3	4	7	3	9	7	3
3	4	7	3	9	7	3		
CDE Contact: Richard Graham 916-319-0303 RGraham@cde.ca.gov Judi Brown 916-319-0942 JBrown@cde.ca.gov	<input type="checkbox"/> This page is not applicable because the LEA did not apply for Title I, Part A, (Basic Grant) funding on page 2 of the ConApp.							

A. Title I Ranking Decisions	C. Title I Ranking Exceptions										
<input type="checkbox"/> The LEA has an enrollment of fewer than 1,000 students or has only one school per grade span. 1. Ranking Order: Districtwide ranking X Grade span ranking 2. Low-Income Measure (check appropriate boxes) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td>Eligibility for Free and Reduced-Price Lunch</td> </tr> <tr> <td></td> <td>Receipt of CalWORKS</td> </tr> <tr> <td></td> <td>Poverty count from most recent Census Data</td> </tr> <tr> <td></td> <td>Eligibility for Medicaid</td> </tr> <tr> <td></td> <td>Composite of the above (Describe in a comment) (See directions for constructing a composite)</td> </tr> </table>	X	Eligibility for Free and Reduced-Price Lunch		Receipt of CalWORKS		Poverty count from most recent Census Data		Eligibility for Medicaid		Composite of the above (Describe in a comment) (See directions for constructing a composite)	Use the following alpha codes to indicate exceptions used in column G on page 8. a. At least 35% low income b. Public school poverty rate (rather than attendance area poverty rate) above District poverty rate. c. Skipping school that will be served by state or local program that meets the requirements of Title I, Part A. (must receive at least the same allocation as under Title I, Part A.) d. Desegregation-25% waiver. An approved waiver is on file. e. Additional year of funding (grandfather provision). f. Feeder pattern.
X	Eligibility for Free and Reduced-Price Lunch										
	Receipt of CalWORKS										
	Poverty count from most recent Census Data										
	Eligibility for Medicaid										
	Composite of the above (Describe in a comment) (See directions for constructing a composite)										

B. Grade spans and poverty rate calculations (based on page 8 data)				
Grade Span	Grades	Enrollment	Low Income	Poverty Rate
1	KK-05	2,215	1,303	58.8%
2	06-08	1,158	643	55.5%
3	09-12	1,804	793	44.0%
Districtwide	N/A	5,177	2,739	52.9%

2010-11 Title I, Part A Ranking of Public Schools

California Department of Education

Consolidated Application

Purpose: To document the process used to identify and rank schools Title I, Part A, schools for compensatory education funding/services.

Reminder: If a school below 35% is identified for funding in column H, the 125% rule will apply to all schools funded.

Agency:

Center Joint Unified

CD code:

3 | 4 | 7 | 3 | 9 | 7 | 3

CDE Contact: Richard Graham 916-319-0303 RGraham@cde.ca.gov
Judi Brown 916-319-0942 JBrown@cde.ca.gov

☐ This page is not applicable because the LEA did not apply for Title I, Part A, (Basic Grant) funding on page 2 of the ConApp.

Low-income measure: Free Lunch

Ranking order: Gradespan

Poverty rate(s): 58.8%

55.5%

44.0%

A		B	C	D	E	F	G	H	I	J
Name of School	School Code	Grade Span Group	Student Enrollment in Attend. Area	Number of Low-Income Students	Percent Low-Income Students	Title I Rank*	Ranking Exception (see page 7)	ESEA, Title I Intended for Funded ("X")	EIA/SCE Intended for Funded ("X")	Other State or Local Funded ("X")
Cyril Spinelli Elementary KK-05	6032924	1	317	234	73.8%	(1)				
North Country Elementary KK-05	6108948	1	491	310	63.1%	(2)				
Arthur S. Dudley Elementary KK-05	6032908	1	665	402	60.5%	(3)				
Oak Hill Elementary KK-05	6107734	1	742	357	48.1%	[4]				
Wilson C. Riles Middle 06-08	0108621	2	1,158	643	55.5%	(1)				
McClellan High (Continuation) 09-12	3430451	3	94	61	64.9%	(1)				
Antelope View Charter 06-12	3430816	3	165	91	55.2%	(2)				
Global Youth Charter High 09-12	0106377	3	102	55	53.9%	(3)				
Center High 09-12	3430378	3	1,443	586	40.6%	[4]				

* () Indicates school is at or above the district poverty rate and eligible;
[] Indicates school is at or above 35% poverty and eligible.

2009-10 LEA Reporting Form for Federal Gun-Free Schools Act (GFSA)

California Department of Education

Consolidated Application

Purpose: The Gun-Free Schools Act requires districts and county offices of education requesting Elementary and Secondary Education Act (ESEA) funds to submit to the CDE expulsion information related to firearms. Failure to complete this form places an LEA's federal funds in jeopardy.

Agency:

Center Joint Unified

CD code:

3

4

7

3

9

7

3

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

A. Are there any expulsions to report for students who have brought a firearm to school or who have possessed a firearm at school?

☐ Yes

☒ No

Notes: 1. Only students who have been officially expelled, by vote of the governing board, during the 2009-10 school year are included in this report.

2. Expulsions for students who have brought a bb gun, pellet gun, stun gun, imitation/simulated gun, paint ball gun, cap gun, antique or replica of antique firearm, gun clip, ammunition, or Class-C common fireworks are not reportable in column E under the GFSA requirements. See instructions for further details.

B. School Code (7 digits)	C. School Name	D. Student's Grade Level	E. * Type of firearm for which student was expelled	F. Was this student referred to an alternative school or program?	Modifications on a case-by-case basis.	
					G. Was this expulsion shortened to a term of less than one year?	H. Was this student disabled as defined in Section 602(a)(1) of the IDEA?**
			<input type="checkbox"/> Handgun <input type="checkbox"/> Shotgun/Rifle <input type="checkbox"/> Other (Specify) _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

** Refer to the instructions for a brief description of the IDEA.

2009-10 LEA Reporting Form for ESEA Title I, Part D, Neglected, Delinquent, or At-Risk - Demographics

California Department of Education

Consolidated Application

Purpose: To report the number of students served with Title I, Part D, funds during 2009-10.		Agency: Center Joint Unified						
		CD code:		3	4	7	3	9
CDE Contact: Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov		<input checked="" type="checkbox"/> This page is not applicable because the LEA did not participate in Title I, Part D, Neglected, Delinquent, or At-Risk programs in 2009-10.						
Number of programs operating in a multiple purpose facility		0						
	At-Risk Programs	Neglected Programs		Juvenile Detention				
Number of Facilities/Programs	0	0		0				
	Students Served in At-Risk Programs	Students Served in Neglected Programs		Students Served in Juvenile Detention				
Race/Ethnicity								
Hispanic or Latino of any race	0	0		0				
American Indian or Alaskan Native	0	0		0				
Asian or Pacific Islander	0	0		0				
Black or African American	0	0		0				
Native Hawaiian, not Hispanic or Latino	0	0		0				
White, not Hispanic or Latino	0	0		0				
Multiracial, not Hispanic or Latino	0	0		0				
No Response	0	0		0				
Gender								
Male	0	0		0				
Female	0	0		0				
Age								
5-10 years old	0	0		0				
11-15 years old	0	0		0				
16-18 years old	0	0		0				
19 years and older	0	0		0				
Total Unduplicated Students Served	0	0		0				
# of Long-term Students	0	0		0				

2009-10 LEA Reporting Form for ESEA Title I, Part D, Neglected, Delinquent, or At-Risk - Offerings & Outcomes
California Department of Education **Consolidated Application**

Purpose: To report the number of facilities and the academic and vocational outcomes of students served with Title I, Part D, funds during 2009-10.	Agency: Center Joint Unified							
CDE Contact: Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov	CD code: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">3</td> <td style="width: 20px;">4</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> <td style="width: 20px;">9</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> </tr> </table>	3	4	7	3	9	7	3
3	4	7	3	9	7	3		
<div style="display: flex; align-items: center;"> <input checked="checked" style="margin-right: 5px;" type="checkbox"/> This page is not applicable because the LEA did not participate in Title I, Part D, Neglected, Delinquent, or At-Risk programs in 2009-10. </div>								

	Number of Facilities		
	At-Risk Programs	Neglected Programs	Juvenile Detention
1. Facility Academic Offerings			
1. Awarded high school course credit	0	0	0
2. Awarded high school diplomas	0	0	0
3. Awarded GED	0	0	0
	Number of Students		
	At-Risk Programs	Neglected Programs	Juvenile Detention
2. Academic & Vocational Outcomes			
1. Academic			
<i>While in the facility, the number of students who...</i>			
1. Earned high school course credits	0	0	0
2. Were enrolled in a GED program	0	0	0
<i>While in the facility, or within 30 calendar days after exit, the number of students who...</i>			
3. Enrolled in their local district school	0	0	0
4. Earned a GED	0	0	0
5. Obtained high school diploma	0	0	0
6. Were accepted into post-secondary education	0	0	0
7. Enrolled in post-secondary education	0	0	0
2. Vocational			
<i>While in the facility, the number of students who...</i>			
1. Enrolled in elective job training	0	0	0
<i>While in the facility, or within 30 calendar days after exit, the number of students who...</i>			
2. Enrolled in external job training education	0	0	0
3. Obtained employment	0	0	0

2009-10 Title I, Part D, Neglected, Delinquent or At-Risk - Academic Performance Report

California Department of Education

Consolidated Application

Purpose: To report the academic performance of long-term students served with Title I, Part D, funds during 2009-10.				Agency: Center Joint Unified					
				CD code: <table border="1"> <tr> <td>3</td> <td>4</td> <td>7</td> <td>3</td> <td>9</td> <td>7</td> <td>3</td> </tr> </table>			3	4	7
3	4	7	3	9	7	3			
CDE Contact: Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov				<input checked="checked" type="checkbox"/> This page is not applicable because the LEA did not participate in Title I, Part D, Neglected, Delinquent, or At-Risk program in 2009-10.					
Performance Data (Based on most recent pre/post-test data)	Reading			Mathematics					
	At-risk Programs	Neglected Programs	Juvenile Corrections/ Detention	At-risk Programs	Neglected Programs	Juvenile Corrections/ Detention			
1. Long-term students who tested below grade level upon entry	0	0	0	0	0	0			
2. Long-term students who have completed pre- and post-test results (data)	0	0	0	0	0	0			
3. Negative grade level change from the pre- to post-test exams	0	0	0	0	0	0			
4. No change in grade level from the pre- to post-test exams	0	0	0	0	0	0			
5. Improvement of up to 1/2 grade level from the pre- to post-test exams	0	0	0	0	0	0			
6. Improvement from 1/2 up to one full grade level from the pre- to post-test exams	0	0	0	0	0	0			
7. Improvement of more than one full grade level from the pre- to post-test exams	0	0	0	0	0	0			

2009-10 LEA Reporting Form for ESEA Title I, Part A, Neglected

California Department of Education

Consolidated Application

Purpose: To be completed for each LEA that received ESEA Title I, Part A, Neglected Program funding to provide services to eligible youth during 2009-10. LEAs are to collect and aggregate data for all sites, enter combined totals, and submit one composite electronic form per LEA.

Agency:

Center Joint Unified

CD code:

3

4

7

3

9

7

3

CDE Contact: Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov
Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov



This page is not applicable because the LEA did not participate in Title I, Part A, Neglected in 2009-10.

A. Student Participation by Grade Level 2008-09 School Year

Pre-K	0
K	0
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	0
Ungraded	0
TOTAL	0

B. If student participation total is zero, the reason is as follows.

2009-10 School Reporting Form for Title I, Part A - 1

California Department of Education

Consolidated Application

Purpose: To be completed for each Public and Private school that received Title I, Part A, funding/services during 2009-10.

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: Wilson C. Riles Middle

School code: 0 | 1 | 0 | 8 | 6 | 2 | 1

CDE Contact: Jerry Cummings 916-319-0381 JCumming@cde.ca.gov
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

☐ This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

A. 2009-10 Title I School Type: ☒ Schoolwide Program School (SWP) ☐ Targeted Assistance School (TAS)

B. 2009-10 Total Title I, Part A, Allocation: (do not include ARRA) 636,458

C. Program Participants By: 590 Male 568 Female

D. Program Participants: Enter the count of students who received ESEA, Title I, Part A, services.

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded
Total Participants	0	0	0	0	0	0	0	365	383	410	0	0	0	0	0

E. Migrant 0 **F. Students with Disabilities** 166 **G. LEP Participants** 72

H. Racial/Ethnic Group: Enter by racial/ethnic group the number of students who received ESEA, Title I, Part A, services.

Hispanic or Latino of any race	American Indian or Alaskan Native, not Hispanic or Latino	Asian, not Hispanic or Latino	Black or African American, not Hispanic or Latino	Native Hawaiian, not Hispanic or Latino	White, not Hispanic or Latino	Multiracial, not Hispanic or Latino	No Response
215	17	79	162	62	555	68	0

2009-10 School Reporting Form for Title I, Part A - 1

California Department of Education

Consolidated Application

Purpose: To be completed for each **Public** and **Private** school that received Title I, Part A, funding/services during 2009-10.

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: Cyril Spinelli Elementary

School code: 6 | 0 | 3 | 2 | 9 | 2 | 4

CDE Contact: Jerry Cummings 916-319-0381 JCumming@cde.ca.gov
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

☐ This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

A. 2009-10 Title I School Type: ☒ Schoolwide Program School (SWP) ☐ Targeted Assistance School (TAS)

B. 2009-10 Total Title I, Part A, Allocation: (do not include ARRA) 268,122

C. Program Participants By: 154 Male 163 Female

D. Program Participants: Enter the count of students who received ESEA, Title I, Part A, services.

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded
Total Participants	0	42	42	39	53	44	51	0	0	0	0	0	0	0	46

E. Migrant 0 **F. Students with Disabilities** 71 **G. LEP Participants** 84

H. Racial/Ethnic Group: Enter by racial/ethnic group the number of students who received ESEA, Title I, Part A, services.

Hispanic or Latino of any race	American Indian or Alaskan Native, not Hispanic or Latino	Asian, not Hispanic or Latino	Black or African American, not Hispanic or Latino	Native Hawaiian, not Hispanic or Latino	White, not Hispanic or Latino	Multiracial, not Hispanic or Latino	No Response
69	5	31	42	4	148	18	0

2009-10 School Reporting Form for Title I, Part A - 1

California Department of Education

Consolidated Application

Purpose: To be completed for each Public and Private school that received Title I, Part A, funding/services during 2009-10.

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: North Country Elementary

School code: 6 | 1 | 0 | 8 | 9 | 4 | 8

CDE Contact: Jerry Cummings 916-319-0381 JCumming@cde.ca.gov
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

☐ This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

A. 2009-10 Title I School Type: ☐ Schoolwide Program School (SWP) ☒ Targeted Assistance School (TAS)

B. 2009-10 Total Title I, Part A, Allocation: (do not include ARRA) 365,133

C. Program Participants By: 93 Male 86 Female

D. Program Participants: Enter the count of students who received ESEA, Title I, Part A, services.

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded
Total Participants	0	32	34	27	41	29	16	0	0	0	0	0	0	0	0

E. Migrant 0 **F. Students with Disabilities** 0 **G. LEP Participants** 0

H. Racial/Ethnic Group: Enter by racial/ethnic group the number of students who received ESEA, Title I, Part A, services.

Hispanic or Latino of any race	American Indian or Alaskan Native, not Hispanic or Latino	Asian, not Hispanic or Latino	Black or African American, not Hispanic or Latino	Native Hawaiian, not Hispanic or Latino	White, not Hispanic or Latino	Multiracial, not Hispanic or Latino	No Response
54	0	15	28	2	80	0	0

2009-10 School Reporting Form for Title I, Part A - 2

California Department of Education

Consolidated Application

Purpose: To be completed for each Title I, Part A, Targeted Assistance School (TAS).	Agency: Center Joint Unified CD code: 3 4 7 3 9 7 3 School: North Country Elementary School Code: 6 1 0 8 9 4 8
CDE Contact: <i>Jerry Cummings</i> 916-319-0381 <i>JCumming@cde.ca.gov</i> <i>Stephanie Smith</i> 916-319-0948 <i>SSmith@cde.ca.gov</i>	<input type="checkbox"/> This page is not applicable because this is not a Title I, Part A, TAS.

J. Type of Service: TAS only. Enter number of students who received ESEA, Title I, Part A, services.

Instructional Service Area	Mathematics	Reading/Language Arts	Science	Social Studies	Vocational/Career	Other
Participants	0	179	0	0	0	0

Support Service Area	Health, Dental, and Eye Care	Supporting Guidance/Advocacy	Other
Participants	0	0	0

K. School-Level Staff: TAS only. Enter the school-level staff FTE paid with ESEA, Title I, Part A, funds.

Administrators (non-clerical)	Teachers	Paraprofessionals	Support Staff (clerical and non-clerical)	Other
0.00	1.00	2.28	0.00	0.00

2008-09 Title I Report of Program Improvement Activities

California Department of Education

Consolidated Application

Purpose: To report activities by the school as a result of being identified as a Title I Program Improvement School.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School:

CD code: | | | | | | | |

CDE Contact: Lana Zhou 916-319-0956 LZhou@cde.ca.gov

Sandi Ridge 916-319-0243 SRidge@cde.ca.gov

A. Year of Program Improvement (PI) in 2009-10

1. The number of students in PI schools Years 1 or above who applied for Public School Choice (Choice) under Elementary and Secondary Education (ESEA) Act.	0
2. The number of students who transferred from a PI school Years 1 or above to attend a non-PI school under ESEA.	0
3. The number of students who transferred from a PI school Year 1 or above to attend a non-PI school under a local or state school choice program.	0
4. The number of students in PI schools Year 2 or above who applied for supplemental educational services (SES).	0
5. The number of students in PI schools Year 2 or above who received SES.	0

B. For a PI School in Year 3, the LEA implemented at least one of the following corrective actions (check all that apply):

<input type="checkbox"/>	1. Replaced school staff relevant to the failure to make adequate yearly progress (AYP).
<input type="checkbox"/>	2. Implemented a new curriculum, including appropriate professional development.
<input type="checkbox"/>	3. Decreased management authority at the school level.
<input type="checkbox"/>	4. Appointed an outside expert to advise the school on making AYP based on its school plan.
<input type="checkbox"/>	5. Extended the school year or school day.
<input type="checkbox"/>	6. Restructured the internal organizational structure of the school.

C. For a PI School in Year 4, the LEA developed an alternative governance plan to restructure the school's governance and staffing using at least one of the following approaches (check all that apply):

<input type="checkbox"/>	1. Reopen the school as a public charter school.
<input type="checkbox"/>	2. Replace all or most of the staff (may include the principal) relevant to the failure to make AYP.
<input type="checkbox"/>	3. Contract with an outside entity with a record of effectiveness to operate the public school.
<input type="checkbox"/>	4. Institute other major restructuring of the school's governance.

D. For a PI School in Year 5, the LEA implemented at least one of the following alternative governance approaches (check all that apply):

<input type="checkbox"/>	1. Reopened the school as a public charter school.
<input type="checkbox"/>	2. Replaced all or most of the staff (may include the principal) relevant to the failure to make AYP.
<input type="checkbox"/>	3. Contracted with an outside entity with a record of effectiveness to operate the public school.
<input type="checkbox"/>	4. Instituted other major restructuring of the school's governance.

2009-10 Title I, Part A, End-of-Year Expenditure Report for School Choice and SES

California Department of Education

Consolidated Application

Purpose: To report on end-of-year expenditures of Title I, Part A funds on Public School Choice (Choice) and Supplemental Educational Services (SES).	Agency: <div style="text-align: center; border: 1px solid black; padding: 2px;">Center Joint Unified</div>							
CDE Contact: Lana Zhou - 916 319-0956 - LZhou@cde.ca.gov Sandi Ridge - 916 319-0243 - SRidge@cde.ca.gov	CD code: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 100%;"> <tr> <td style="width: 12.5%;">3</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">7</td> <td style="width: 12.5%;">3</td> <td style="width: 12.5%;">9</td> <td style="width: 12.5%;">7</td> <td style="width: 12.5%;">3</td> </tr> </table>	3	4	7	3	9	7	3
3	4	7	3	9	7	3		
<input checked="" type="checkbox"/> This page is not applicable because the LEA did not have schools in Program Improvement in 2009-10.								

A.	Expenditures for Choice Transportation and Supplemental Education Services (SES)	Title I, Part A	Non-Title I, Part A
1.	Amount of funds expended and encumbered for Choice transportation for students who transferred from a PI school to a non-PI school under ESEA.	0	0
2.	Amount of funds expended and encumbered for eligible students who received SES.	0	0
3.	Amount of funds expended for parent outreach activities for Choice and SES. (0.2% = 1,999)	0	0
4.	Total expended and encumbered amount for Choice and SES (A1 + A2 + A3).	0	0
5.	Amount of unspent funds. (20% of 2009-10 LEA Title I allocation (199,950)* - line A4).	0	

If the amount in line A.5. is larger than 0, continue to Section B.

B.	Circumstances in Which the LEA is Not Subject to the Reallocation Criteria (check all boxes that apply)	Check if Applies
1.	Provided Choice and/or SES to ALL eligible students using less than the 20 percent.	<input type="checkbox"/>
2.	Encumbered 100 percent of the 20 percent obligation in SES contracts and in Choice transportation.	<input type="checkbox"/>
3.	An LEA could not provide Choice because it has only one school in each grade span and could not offer SES because it was not served by providers including online providers.	<input type="checkbox"/>

C.	Reallocation Criteria for Unspent Funds of the 20% Obligation (check all boxes that apply)	Yes	No	N/A
1.	Partnered or made efforts to partner with groups such as community-based organizations to inform eligible students and their parents of the opportunity to sign up for Choice and SES.	<input type="checkbox"/>	<input type="checkbox"/>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
2.	Provided timely and accurate notice of the availability of Choice and SES to eligible students and their parents.	<input type="checkbox"/>	<input type="checkbox"/>	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
3.	Ensured that sign-up forms for SES are distributed directly to eligible students and their parents and made widely available and accessible through broad means of dissemination.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Provided a minimum of two enrollment "windows," at separate points in the school year for eligible students and their parents to sign up for SES.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Ensured that approved SES providers are given access to school facilities, using a fair, open, and objective process, on the same basis and terms as are available to other groups that seek access to school facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*This is 20% of line 4 (amount after transfer) from the District Allocation of Title I, Part A, funds page from 2009-10 ConApp.

2009-10 LEA Reporting Form for ESEA Title I, Part A and Homeless Education

California Department of Education

Consolidated Application

Purpose: To provide the number of homeless children and youth in the LEA and their primary nighttime residence.

Agency:

Center Joint Unified

CD Code:

3 | 4 | 7 | 3 | 9 | 7 | 3

CDE Contact: Leanne Wheeler 916-319-0383 LWheeler@cde.ca.gov
Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov

A. McKinney-Vento Homeless Education Funding

☐ LEA received three-year McKinney-Vento Homeless Education funding.

☒ LEA did not receive three-year McKinney-Vento Homeless Education funding.

B. Enrollment

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded*	Total
Number of Homeless	2	23	24	25	25	29	20	25	17	25	28	23	24	20	0	310

*Ungraded means served in an educational unit that has no separate grades.

C. Primary Nighttime Residency

Type of Residency	Shelters	Doubled-up/Triples-up	Unsheltered*	Hotels/Motels	Total
Number of Homeless	6	291	1	12	310

*Unsheltered (e.g., cars, parks, campgrounds, etc.)

2009-10 Rural and Low-Income School Program (Title VI, Part B, Subpart 2)

California Department of Education

Consolidated Application

Purpose: To determine how LEAs that received Rural and Low-Income School (RLIS) grants used their funds.	Agency: Center Joint Unified											
	CD code:				3	4	7	3	9	7	3	
CDE Contact: Bob Storelli 916-319-0482 BStorelli@cde.ca.gov											<input checked="" type="checkbox"/> This page is not applicable. The LEA received no RLIS funds in 2009-10.	
Check all boxes that apply to the LEA's participation in the RLIS Program												
Use of Funds											2009-10	
1. No RLIS funds expended (if checked, no other boxes should be checked for the year in question)											<input type="checkbox"/>	
2. Teacher recruitment and retention, including the use of signing bonuses and other financial incentives											<input type="checkbox"/>	
3. Teacher professional development, including programs that train teachers to utilize technology to improve teaching and to train special needs teachers											<input type="checkbox"/>	
4. Educational technology, including software and hardware as described in Title II, Part D											<input type="checkbox"/>	
5. Parental involvement activities											<input type="checkbox"/>	
6. Activities authorized under Title IV, Part A (Safe and Drug-Free Schools Program)											<input type="checkbox"/>	
7. Activities authorized under Title I, Part A											<input type="checkbox"/>	
8. Activities authorized under Title III (Language instruction for LEP and immigrant students)											<input type="checkbox"/>	

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: North Country Elementary							
	School Code:	6	1	0	8	9	4	8

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	499	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	71	Truancy Rate (Number at left + enrollement):	14.2% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	0	23		
48900(a)(2)	Related to use of force or violence	0	1		
48900(b)	Related to firearms, knives, explosive devices, etc.	0	2		
48900(k)	Related to disruption of school activities or willfull defiance	0	7		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	0	33		
	Violence/Drug Total:	0	26		
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.0% *	5.2% *		
	Total of Persistently Dangerous Expulsions Only:	0	N/A		
	Number of Non-Student Firearm Incidents:	0			
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Oak Hill Elementary							
	School Code:	6	1	0	7	7	3	4

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	736	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	25	Truancy Rate (Number at left + enrollement):	3.4%*
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	0	14		
48900(a)(2)	Related to use of force or violence	0	2		
48900(b)	Related to firearms, knives, explosive devices, etc.	0	2		
48900(k)	Related to disruption of school activities or willfull defiance	0	4		
48900(m)	Possessed an imitation firearm	0	1		
48915(a)(5)	PDS-Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon	0	2		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	0	25
	Violence/Drug Total:	0	21
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.0%*	2.9%*
	Total of Persistently Dangerous Expulsions Only:	0	N/A
	Number of Non-Student Firearm Incidents:	0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
		Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Cyril Spinelli Elementary							
	School Code:	6	0	3	2	9	2	4

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	326	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	63	Truancy Rate (Number at left + enrollment):	19.3% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	0	2		
48900(a)(2)	Related to use of force or violence	0	8		
48900(b)	Related to firearms, knives, explosive devices, etc.	0	1		
48900(g)	Stole or attempted to steal school property or private property	0	2		
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity	0	2		
48900(k)	Related to disruption of school activities or willfull defiance	0	4		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	0	19		
	Violence/Drug Total:	0	11		
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.0% *	3.4% *		
	Total of Persistently Dangerous Expulsions Only:	0	N/A		
	Number of Non-Student Firearm Incidents:	0			
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Arthur S. Dudley Elementary							
	School Code:	6	0	3	2	9	0	8

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment: 686		Number of students with an unexcused absence of more than 30 minutes on 3 or more days: 18	Truancy Rate (Number at left + enrollement): 2.6%*	
Ed Codes	Ed Code Text		Number of Expulsions	Number of Suspensions
48900(a)(1)	Related to physical injury to another person		0	13
48900(a)(2)	Related to use of force or violence		0	14
48900(g)	Stole or attempted to steal school property or private property		0	2
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity		0	3
48900(k)	Related to disruption of school activities or willfull defiance		0	3
48900(r)	Related to bullying and bullying through electronic means		0	1
48915(a)(2)	Possession of any knife or other dangerous object of no reasonable use to the pupil		0	3

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:		0	39	
	Violence/Drug Total:		0	30	
	Violence/Drug Rate (Violence/Drug Total + Enrollment):		0.0% *	4.4% *	
	Total of Persistently Dangerous Expulsions Only:		0	N/A	
	Number of Non-Student Firearm Incidents:		0		
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Antelope View Charter							
	School Code:	3	4	3	0	8	1	6

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	166	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	3	Truancy Rate (Number at left + enrollement):	1.8% *
Ed Codes	Ed Code Text		Number of Expulsions	Number of Suspensions	
48900(a)(1)	Related to physical injury to another person		0	7	
48900(f)	Caused or attempted to cause damage to school property or private property		0	1	
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity		0	6	
48900(k)	Related to disruption of school activities or willfull defiance		0	16	
48900.2	Related to sexual harassment		0	1	
48900.4	Related to harassment, threats, or intimidation		0	1	

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	0	32		
	Violence/Drug Total:	0	9		
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.0% *	5.4% *		
	Total of Persistently Dangerous Expulsions Only:	0	N/A		
	Number of Non-Student Firearm Incidents:	0			
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified CD code: 3 4 7 3 9 7 3 School: McClellan High (Continuation) School Code: 3 4 3 0 4 5 1
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CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	102	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	29	Truancy Rate (Number at left + enrollment):	28.4% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	1	21		
48900(a)(2)	Related to use of force or violence	1	0		
48900(b)	Related to firearms, knives, explosive devices, etc.	0	1		
48900(c)	Related to possession or sale of controlled substances, alcohol, or intoxicants.	0	1		
48900(d)	Related to sale of controlled substances, alcohol, or intoxicants.	0	1		
48900(f)	Caused or attempted to cause damage to school property or private property	0	3		
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity	1	7		
48900(k)	Related to disruption of school activities or willfull defiance	0	118		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	7	158
	Violence/Drug Total:	6	30
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	5.9% *	29.4% *
	Total of Persistently Dangerous Expulsions Only:	1	N/A
	Number of Non-Student Firearm Incidents:	0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
Is school at risk of being designated "persistently dangerous" for 2009-10?	No		

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: McClellan High (Continuation)							
	School Code:	3	4	3	0	4	5	1

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	102	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	29	Truancy Rate (Number at left + enrollement):	28.4% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(o)	Related to intimidation of a witness	0	1		
48900.2	Related to sexual harassment	0	2		
48900.4	Related to harassment, threats, or intimidation	0	3		
48915(a)(2)	Possession of any knife or other dangerous object of no reasonable use to the pupil	1	0		
48915(a)(3)	Related to unlawful possession of controlled substances	2	0		
48915(a)(5)	PDS-Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon	1	0		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/lr/ss/se/umirs.asp	Overall Total:		7	158	
	Violence/Drug Total:		6	30	
	Violence/Drug Rate (Violence/Drug Total + Enrollment):		5.9% *	29.4% *	
	Total of Persistently Dangerous Expulsions Only:		1	N/A	
	Number of Non-Student Firearm Incidents:		0		
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Center High							
	School Code:	3	4	3	0	3	7	8

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	1474	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	169	Truancy Rate (Number at left + enrollment):	11.5% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	1	48		
48900(a)(2)	Related to use of force or violence	0	2		
48900(b)	Related to firearms, knives, explosive devices, etc.	0	2		
48900(c)	Related to possession or sale of controlled substances, alcohol, or intoxicants.	3	8		
48900(e)	Committed or attempted to commit robbery or extortion	0	2		
48900(f)	Caused or attempted to cause damage to school property or private property	0	1		
48900(g)	Stole or attempted to steal school property or private property	0	3		
48900(h)	Related to possession or use of tobacco products	0	2		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/lss/se/umirs.asp	Overall Total:	10	132
	Violence/Drug Total:	9	69
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.6% *	4.7% *
	Total of Persistently Dangerous Expulsions Only:	3	N/A
	Number of Non-Student Firearm Incidents:	0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
		Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Center High							
	School Code:	3	4	3	0	3	7	8

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	1474	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	169	Truancy Rate (Number at left + enrollment):	11.5% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity	0	13		
48900(j)	Related to possession or sale of drug paraphernalia	0	2		
48900(k)	Related to disruption of school activities or willfull defiance	1	44		
48900(l)	Knowingly received stolen school property or private property	0	2		
48900(o)	Related to intimidation of a witness	0	1		
48915(a)(1)	PDS-Causing serious physical injury to another person, except in self-defense	1	0		
48915(a)(2)	Possession of any knife or other dangerous object of no reasonable use to the pupil	1	0		
48915(a)(3)	Related to unlawful possession of controlled substances	1	0		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	10	132
	Violence/Drug Total:	9	69
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.6% *	4.7% *
	Total of Persistently Dangerous Expulsions Only:	3	N/A
	Number of Non-Student Firearm Incidents:	0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
		Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).			Agency: Center Joint Unified							
			CD code:	3	4	7	3	9	7	3
			School: Center High							
			School Code:	3	4	3	0	3	7	8
CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov										
October 2009 CBEDS Enrollment:		1474	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:		169	Truancy Rate (Number at left + enrollement):			11.5% *	
Ed Codes	Ed Code Text					Number of Expulsions		Number of Suspensions		
48915(a)(5)	PDS-Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon					2		2		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:		10	132				
	Violence/Drug Total:		9	69				
	Violence/Drug Rate (Violence/Drug Total + Enrollment):		0.6% *	4.7% *				
	Total of Persistently Dangerous Expulsions Only:		3	N/A				
	Number of Non-Student Firearm Incidents:		0					
Was school at risk of being designated "persistently dangerous" for 2007-08?		No	Was school at risk of being designated "persistently dangerous" for 2008-09?		No	Is school at risk of being designated "persistently dangerous" for 2009-10?		No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Wilson C. Riles Middle							
	School Code:	0	1	0	8	6	2	1

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	1250	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	129	Truancy Rate (Number at left + enrollement):	10.3% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	0	108		
48900(a)(2)	Related to use of force or violence	0	14		
48900(b)	Related to firearms, knives, explosive devices, etc.	1	22		
48900(c)	Related to possession or sale of controlled substances, alcohol, or intoxicants.	4	11		
48900(e)	Committed or attempted to commit robbery or extortion	0	2		
48900(f)	Caused or attempted to cause damage to school property or private property	0	6		
48900(g)	Stole or attempted to steal school property or private property	0	10		
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity	0	2		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/lr/ss/se/umirs.asp	Overall Total:	10	283
	Violence/Drug Total:	9	169
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.7% *	13.5% *
	Total of Persistently Dangerous Expulsions Only:	1	N/A
	Number of Non-Student Firearm Incidents:	0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
		Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).	Agency: Center Joint Unified							
	CD code:	3	4	7	3	9	7	3
	School: Wilson C. Riles Middle							
	School Code:	0	1	0	8	6	2	1

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	1250	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	129	Truancy Rate (Number at left + enrollment):	10.3% *
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(j)	Related to possession or sale of drug paraphernalia	0	6		
48900(k)	Related to disruption of school activities or willfull defiance	1	91		
48900(m)	Possessed an imitation firearm	1	0		
48900(q)	Engaged in, or attempted to engage in, hazing as defined in Section 32050 of the	0	3		
48900(r)	Related to bullying and bullying through electronic means	0	5		
48900(s)	Related to aiding or abetting the infliction or attempted infliction of physical injury	0	2		
48900.3	PDS-Related to hate violence	0	1		
48915(a)(1)	PDS-Causing serious physical injury to another person, except in self-defense	1	0		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/lr/ss/se/umirs.asp	Overall Total:	10	283
	Violence/Drug Total:	9	169
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.7% *	13.5% *
	Total of Persistently Dangerous Expulsions Only:	1	N/A
	Number of Non-Student Firearm Incidents:	0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
		Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).		Agency: Center Joint Unified					
		CD code: 3 4 7 3 9 7 3					
		School: Wilson C. Riles Middle					
		School Code: 0 1 0 8 6 2 1					
CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov							
October 2009 CBEDS Enrollment: 1250		Number of students with an unexcused absence of more than 30 minutes on 3 or more days: 129		Truancy Rate (Number at left + enrollement): 10.3% *			
Ed Codes	Ed Code Text			Number of Expulsions	Number of Suspensions		
48915(a)(2)	Possession of any knife or other dangerous object of no reasonable use to the pupil			2	0		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:		10	283
	Violence/Drug Total:		9	169
	Violence/Drug Rate (Violence/Drug Total + Enrollment):		0.7% *	13.5% *
	Total of Persistently Dangerous Expulsions Only:		1	N/A
	Number of Non-Student Firearm Incidents:		0	
Was school at risk of being designated "persistently dangerous" for 2007-08? No	Was school at risk of being designated "persistently dangerous" for 2008-09? No	Is school at risk of being designated "persistently dangerous" for 2009-10? No		

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).		Agency: Center Joint Unified							
		CD code: 3 4 7 3 9 7 3							
		School: Global Youth Charter High							
		School Code: 0 1 0 6 3 7 7							
CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov									
October 2009 CBEDS Enrollment: 81		Number of students with an unexcused absence of more than 30 minutes on 3 or more days: 2				Truancy Rate (Number at left + enrollement): 2.5% *			
Ed Codes	Ed Code Text					Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person					0	5		
48900(k)	Related to disruption of school activities or willfull defiance					0	5		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:		0	10
	Violence/Drug Total:		0	5
	Violence/Drug Rate (Violence/Drug Total + Enrollment):		0.0% *	6.2% *
	Total of Persistently Dangerous Expulsions Only:		0	N/A
	Number of Non-Student Firearm Incidents:		0	
Was school at risk of being designated "persistently dangerous" for 2007-08? No	Was school at risk of being designated "persistently dangerous" for 2008-09? No	Is school at risk of being designated "persistently dangerous" for 2009-10? No		

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Global Youth Charter High

School code: 0 1 0 6 3 7 7

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

☒ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☒ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Wilson C. Riles Middle

School code: 0 1 0 8 6 2 1

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

☐ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	1
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☒ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Center High

School code: 3 4 3 0 3 7 8

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

☒ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☒ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: McClellan High (Continuation)

School code: 3 4 3 0 4 5 1

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

☒ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☒ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Antelope View Charter

School code: 3 4 3 0 8 1 6

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

☒ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☒ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Arthur S. Dudley Elementary

School code: 6 0 3 2 9 0 8

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	32
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	32

☒ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☒ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Cyril Spinelli Elementary

School code: 6 0 3 2 9 2 4

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	14
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	14

☐ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☐ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☒ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	2.25
2. Number of these paraprofessionals who meet the ESEA requirements	2.25
3. Percentage of these paraprofessionals who meet the ESEA requirements	100.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Oak Hill Elementary

School code: 6 1 0 7 7 3 4

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	36
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	36

☒ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☒ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☐ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: North Country Elementary

School code: 6 1 0 8 9 4 8

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)

Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	22
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	22

☐ The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

☐ The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

☒ The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

☐ The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	2.28
2. Number of these paraprofessionals who meet the ESEA requirements	2.28
3. Percentage of these paraprofessionals who meet the ESEA requirements	100.00%
4. Target percentage for June 30, 2010	100%

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.		Agency: Center Joint Unified CD code: 3 4 7 3 9 7 3 School: Global Youth Charter High School Code: 0 1 0 6 3 7 7	
CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov			
Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	13	11
2.	Total number of these core classes taught by teachers who met the ESEA requirements	13	11
3.	Total number of ESEA special education core academic classes taught	0	0
4.	Total number of these core classes taught by teachers who met the ESEA requirements	0	0

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: Wilson C. Riles Middle

School Code: 0 | 1 | 0 | 8 | 6 | 2 | 1

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov

Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	191	171
2.	Total number of these core classes taught by teachers who met the ESEA requirements	191	169
3.	Total number of ESEA special education core academic classes taught	33	26
4.	Total number of these core classes taught by teachers who met the ESEA requirements	31	23

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.		Agency: Center Joint Unified CD code: 3 4 7 3 9 7 3 School: Center High School Code: 3 4 3 0 3 7 8	
CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov			
Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	211	189
2.	Total number of these core classes taught by teachers who met the ESEA requirements	209	189
3.	Total number of ESEA special education core academic classes taught	22	19
4.	Total number of these core classes taught by teachers who met the ESEA requirements	19	18

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

Agency: Center Joint Unified

CD code: | 3 | 4 | 7 | 3 | 9 | 7 | 3

School: McClellan High (Continuation)

School Code: | 3 | 4 | 3 | 0 | 4 | 5 | 1

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov

Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	17	21
2.	Total number of these core classes taught by teachers who met the ESEA requirements	17	21
3.	Total number of ESEA special education core academic classes taught	0	0
4.	Total number of these core classes taught by teachers who met the ESEA requirements	0	0

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: Antelope View Charter

School Code: 3 | 4 | 3 | 0 | 8 | 1 | 6

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov

Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	30	50
2.	Total number of these core classes taught by teachers who met the ESEA requirements	28	50
3.	Total number of ESEA special education core academic classes taught	0	0
4.	Total number of these core classes taught by teachers who met the ESEA requirements	0	0

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

Agency: Center Joint Unified

CD code: 3 4 7 3 9 7 3

School: Arthur S. Dudley Elementary

School Code: 6 0 3 2 9 0 8

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov

Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	31	30
2.	Total number of these core classes taught by teachers who met the ESEA requirements	31	30
3.	Total number of ESEA special education core academic classes taught	1	1
4.	Total number of these core classes taught by teachers who met the ESEA requirements	1	1

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: Cyril Spinelli Elementary

School Code: 6 | 0 | 3 | 2 | 9 | 2 | 4

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov

Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	13	12
2.	Total number of these core classes taught by teachers who met the ESEA requirements	13	12
3.	Total number of ESEA special education core academic classes taught	5	5
4.	Total number of these core classes taught by teachers who met the ESEA requirements	5	5

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.		Agency: Center Joint Unified							
		CD code: 3 4 7 3 9 7 3							
		School: Oak Hill Elementary School Code: 6 1 0 7 7 3 4							
<p align="center"> CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov </p>									
Elementary and middle/high school classes		ESEA Core Academic Classes							
		2008-09 (as reported on CBEDS)				2009-10			
1.	Total number of ESEA general education core academic classes taught	35				32			
2.	Total number of these core classes taught by teachers who met the ESEA requirements	35				32			
3.	Total number of ESEA special education core academic classes taught	1				1			
4.	Total number of these core classes taught by teachers who met the ESEA requirements	1				1			

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: North Country Elementary

School Code: 6 | 1 | 0 | 8 | 9 | 4 | 8

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov

Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

Elementary and middle/high school classes		ESEA Core Academic Classes	
		2008-09 (as reported on CBEDS)	2009-10
1.	Total number of ESEA general education core academic classes taught	24	22
2.	Total number of these core classes taught by teachers who met the ESEA requirements	24	22
3.	Total number of ESEA special education core academic classes taught	2	1
4.	Total number of these core classes taught by teachers who met the ESEA requirements	2	1

2008-09 and 2009-10 Year-to-Date Expenditure Report for Selected Federal Programs

California Department of Education

Consolidated Application

Purpose: To report year-to-date expenditures for 2009-10 and 2009-10 allocations. Each LEA that received a subgrant for the federal programs listed below in FY 2008-09 and/or 2009-10 must complete this page.

Agency:

Center Joint Unified

CD Code:

3	4	7	3	9	7	3
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CDE Contact: See individual program below



This page is not applicable because the LEA did not participate in any of the listed programs.

Program	SACS Code	Description	2008-09	2009-10
Title II, Part A Jackie Rose (916) 322-9503 JRose@cde.ca.gov	4035	1. Total Title II, Part A expenditures	\$ 188,725	\$ 81,060
		a. Amount of line 1 spent on Professional Development	\$ 11,920	\$ 0
		b. Amount of line 1 spent on exam and test prep	\$ 0	\$ 0
		c. Amount of line 1 spent on recruiting, training, and retaining	\$ 0	\$ 0
		d. Amount of line 1 spent on Class Size Reduction	\$ 176,805	\$ 81,060
Clifton Davis (916) 323-5808 CDavis@cde.ca.gov	4201	Title III, Part A, Immigrant Student Program	\$ 0	\$ 0
Patty Stevens (916) 323-5838 PStevens@cde.ca.gov	4203	Title III, Part A, Limited English Proficient Program	\$ 62,605	\$ 36,549

2010-11 Title III Immigrant Proposed Expenditure Report

California Department of Education

Consolidated Application

Purpose: To report proposed expenditures of Title III Immigrant funds for fiscal year 2010-11. To obtain projected funding amount click on the eligibility link at the Request for Applications Web page at <http://www.cde.ca.gov/fg/fo/r22/imm10rfa.asp>

Agency:
Center Joint Unified

CD Code: 3 4 7 3 9 7 3

CDE Contact: Clifton Davis 916-323-5808 CDavis@cde.ca.gov

☒ This page is not applicable because the LEA is not participating in Title III Immigrant during 2010-11.

Sub grantee Activities

<p>Section 3115 (e)(1)</p> <p>(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-</p> <p>(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional (opportunities for immigrant children and youth, which may include -</p> <p>(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;</p> <p>(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth:</p> <p>(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth:</p> <p>(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;</p> <p>(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;</p> <p>(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and</p> <p>(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.</p>		Projected Funding Amount (enter this from CDE Web site)	0
	Object Code	Activities	Proposed Expenditures
	1000-1999	Certificated Personnel Salaries	\$ 0
	2000-2999	Classified Personnel Salaries	\$ 0
	3000-3999	Employee Benefits	\$ 0
	4000-4999	Books and Supplies	\$ 0
	5000-5999	Services & Other Operating Expenditures	\$ 0
		Administrative & Indirect Costs	\$ 0
		Total	\$ 0

2010-11 Title III LEP Proposed Expenditure Report

California Department of Education

Consolidated Application

Purpose: To report proposed expenditures of Title III LEP funds for fiscal year 2010-11. To obtain projected funding amount click on the eligibility link at the Request for Applications Web page at <http://www.cde.ca.gov/fg/fo/r22/lep10rfa.asp>.

Agency:
Center Joint Unified

CD Code:

3	4	7	3	9	7	3
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CDE Contact: Patty Stevens 916-323-5838 PStevens@cde.ca.gov

☐ This page is not applicable because the LEA is not participating in Title III LEP during 2010-11.

Required/Authorized Sub grantee Activities

<p>Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.</p> <p>Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.</p> <p>Section 3115(d) (1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services (5) Improving the English proficiency and academich achievement of limited English proficient children. (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.</p>		Projected Funding Amount (enter this from CDE Web site)	\$ 60,124
	Object Code	Activities	Proposed Expenditures
	1000-1999	Certificated Personnel Salaries	\$ 13,672
	2000-2999	Classified Personnel Salaries	\$ 9,491
	3000-3999	Employee Benefits	\$ 9,544
	4000-4999	Books and Supplies	\$ 23,000
	5000-5999	Services & Other Operating Expenditures	\$ 4,417
		Administrative and Indirect Costs (2% Cap)	\$ 0
		Total	\$ 60,124

2010-11 Constitutionally Protected Prayer LEA Policy

California Department of Education

Consolidated Application

Purpose: To meet annual federal requirements specified in Section 9524(b) of the ESEA Act regarding constitutionally protected prayer in public elementary and secondary schools.

Agency:

Center Joint Unified

CD code:

3

4

7

3

9

7

3

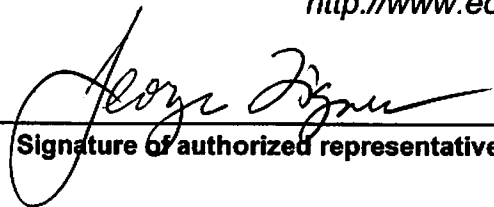
CDE Contact: Mary Payne - 916-319-0379 - MPayne@cde.ca.gov

Eugene Stevenson - 916-319-0385 - EStevenson@cde.ca.gov

Protected Prayer Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools." This document can be located at the following Web site address:

http://www.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html



Signature of authorized representative

George Tigner

Printed name of authorized representative

Chief Administrative Officer

Title

06/15/2010

Date

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

☐ The LEA cannot certify at this time.

2009-10 Title I, Part A, LEA-level Parent Involvement Policy

California Department of Education

Consolidated Application

Purpose: To meet annual federal requirements specified in ESEA Sections 1116(c)(1) and 1118 regarding Title I LEA-level programs, activities, and procedures for the involvement of parents in Title I programs.

Agency:
Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

CDE Contact: Carol Dickson 916-319-0382 CDickson@cde.ca.gov
Jerry Cummings 916-319-0381 JCumming@cde.ca.gov

A. 2009-10 Title I Parent Involvement Certification

☐ This section is not applicable because the LEA did not receive Title I, Part A, funding in 2009-10.

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parent involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

- a) Involve parents in the joint development of the LEA Plan and the process of school review and improvement for program improvement schools under ESEA Section 1116;
- b) Help schools to plan and implement effective parent involvement activities to improve student academic achievement and school performance;
- c) Build the schools' and parents' capacity for strong parental involvement;
- d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
- e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
- f) Involve parents in the activities of the Title I schools.

Does your current Title I district-level parent involvement board policy describe how your LEA will meet all six of these criteria? ☒ Yes ☐ No

Date of local board approval of the current Title I parent involvement policy: 05/02/2007

B. 2009-10 Title I LEA-level Parent Involvement Policy Required Annual Evaluation of Content and Effectiveness

☐ This section is not applicable because the LEA did not receive Title I, Part A, funding in 2009-10.

Describe how the LEA involved parents in the 2009-10 required annual evaluation of the content and effectiveness of the Title I LEA-level parent involvement policy.

Parents/community members were invited and involved in the development and revisions of the current CJUSD T.1 Parent Involvement policy. Parents and staff used the NCLB guidance to ensure the policy meets the required components.

C. 2009-10 Title I One Percent Set-aside to Carry Out ESEA, Section 1118, "Parent Involvement"

☐ This section is not applicable because the LEA did not receive Title I, Part A, funding in 2009-10 or did not receive a total of \$500,000 or more.

Describe how the LEA involved parents in the decisions regarding how the 1 percent set-aside for parental involvement activities was allotted.

Parents at individual schools are involved in site decisions. District level meetings are held for parental involvement.

2009-10 Title I, Part A, School-level Parent Involvement Policy

California Department of Education

Consolidated Application

Purpose: To meet federal requirements specified in ESEA Section 1118 to "review the LEA's parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118." [ESEA 1118 (h)]

Agency: Center Joint Unified

CD code:

3 | 4 | 7 | 3 | 9 | 7 | 3

School: Wilson C. Riles Middle

School code:

0 | 1 | 0 | 8 | 6 | 2 | 1

CDE Contact: Carol Dickson 916-319-0382 CDickson@cde.ca.gov
Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov

☐ This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

1. The Title I school-level parental involvement policy describes the means for carrying out:

- (a) Involvement of parents in the policy
- (b) School-parent compacts
- (c) Building of capacity for involvement of parents
- (d) Accessibility and opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory students

☒ Yes ☐ No

2. The Title I school-level parental involvement policy was jointly developed with parents

☒ Yes ☐ No

Date last approved by school site council: 01/06/2010

3. School-site Parent Involvement contact: Christine Rebello
Name

School site Council Chair
Title

christine@custombinders.net
E-mail

(916) 725-3531
Phone and Extension

2009-10 Title I, Part A, School-level Parent Involvement Policy

California Department of Education

Consolidated Application

Purpose: To meet federal requirements specified in ESEA Section 1118 to "review the LEA's parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118." [ESEA 1118 (h)]

Agency: Center Joint Unified

CD code: 3 | 4 | 7 | 3 | 9 | 7 | 3

School: North Country Elementary

School code: 6 | 1 | 0 | 8 | 9 | 4 | 8

CDE Contact: Carol Dickson 916-319-0382 CDickson@cde.ca.gov
Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov

☐ This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

1. The Title I school-level parental involvement policy describes the means for carrying out:

- (a) Involvement of parents in the policy
- (b) School-parent compacts
- (c) Building of capacity for involvement of parents
- (d) Accessibility and opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory students

☒ Yes ☐ No

2. The Title I school-level parental involvement policy was jointly developed with parents

☒ Yes ☐ No

Date last approved by school site council: 05/06/2010

3. School-site Parent Involvement contact: Diane Chidlaw
Name

Title One Coordinator
Title

dchidlaw@centerusd.org
E-mail

(916) 338-6480
Phone and Extension

2010-11 Consolidated Application Contact Pages

California Department of Education

Consolidated Application

Purpose: To maintain a complete listing of contact information for each district.		Agency: Center Joint Unified								
CDE Contact: Linda Parker 916-319-0297 LParker@cde.ca.gov		CD code: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">3</td> <td style="width: 20px;">4</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> <td style="width: 20px;">9</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> </tr> </table>		3	4	7	3	9	7	3
3	4	7	3	9	7	3				

Consolidated Application	Name George Tigner	Title Chief Administrative Officer	Salutation Mr.
	Phone (916) 338-6413 Ext.	FAX (916) 338-6322	E-mail gtigner@centerusd.org

Title I, Part A	Name George Tigner	Title Chief Administrative Officer	Salutation Mr.
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6413 Ext.	FAX (916) 338-6322	E-mail gtigner@centerusd.org

Title I, D, Neglected or Delinquent	Name	Title	Salutation
<input checked="" type="checkbox"/> Contact is N/A	Phone () - Ext.	FAX () -	E-mail

Parent/Family Involvement	Name Tami JBeily	Title Categorical Program Specialist	Salutation Ms.
<input type="checkbox"/> Contact is N/A	Phone (916) 338-7581 Ext.	FAX (916) 338-6322	E-mail tjbeily@centerusd.org

Title II, Part A (Teacher Quality)	Name George Tigner	Title Chief Administrative Officer	Salutation Mr.
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6413 Ext.	FAX (916) 338-6322	E-mail gtigner@centerusd.org

Title III, Part A (LEP/Immigrant)	Name George Tigner	Title Chief Administrative Officer	Salutation Mr.
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6413 Ext.	FAX (916) 338-6322	E-mail gtigner@centerusd.org

2010-11 Consolidated Application Contact Pages

California Department of Education

Consolidated Application

Purpose: To maintain a complete listing of contact information for each district.		Agency: Center Joint Unified							
CDE Contact: Linda Parker 916-319-0297 LParker@cde.ca.gov		CD code:	3	4	7	3	9	7	3

Title IV (SDFSC)	Name George Tigner	Title Chief Administrative Officer	Salutation Mr.
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6413 Ext.	FAX (916) 338-6322	E-mail gtigner@centerusd.org

Title I, Part A, Supplemental Ed. Services	Name George Tigner	Title Chief Administrative Officer	Salutation Mr.
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6413 Ext.	FAX (916) 338-6422	E-mail gtigner@centerusd.org

Foster Youth Education Liaison	Name Alyson Collier	Title Homeless Liaison	Salutation
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6387 Ext.	FAX () -	E-mail acollier@centerusd.org

Homeless Liaison	Name Alyson Collier	Title Homeless Liaison	Salutation
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6387 Ext.	FAX () -	E-mail acollier@centerusd.org

Rural Education Achievement Program (REAP)	Name	Title	Salutation
<input checked="" type="checkbox"/> Contact is N/A	Phone () - Ext.	FAX () -	E-mail

School Safety & Violence Prevention AB 1113, 1999	Name George Tigner	Title Chief Administrative Officer	Salutation Mr.
<input type="checkbox"/> Contact is N/A	Phone (916) 338-6413 Ext.	FAX (916) 338-6322	E-mail gtigner@centerusd.org

Center Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Facilities and Operations Department

Date: June 16, 2010

Action Item X

To: Board of Trustees

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 8

Assist. Supt. Initials CD

SUBJECT: The CDI/CDC Annual Report 2010 including the Environmental Rating Summary of findings and the Desired Results Action Plan is being presented to the Board for your certification.

Recommendation: Board Certification

CONSENT AGENDA

Agency Annual Report

By **June 1st**, complete and submit an Agency Annual Report for each **contract**, using the Categorical Program Monitoring/Contract Monitoring Review (CPM/CMR) Summary of Findings, the Environment Rating Scale Summary of Findings, and the Desired Results Program Action Plan.

Contractor's Legal Name Center Joint Unified School District			
Vendor Number #7397		Contract Type	CCTR
Person Authorized to Sign Report Craig Deason			
Telephone Number (916) 338-7580			
Date Program Self-Evaluation Completed		May 2010	
Number of Center-Based Sites Reviewed 4		Number of Family Child Care Homes Reviewed	
Describe the Annual Report Process (Note: This area expands as necessary)			
<p>Families, site supervisors, teaching staff, program directors, program development team and contract monitors worked in partnership to complete the self evaluation process. The process began in July 2009 and was completed by May 2010.</p> <p>Teaching staff assessed the children's developmental skills and needs by completing the developmental profiles. They shared their findings by using the child' developmental progress form during parent conferences. The teaching staff then used both results from the assessments and the information from the families to complete the developmental profile summary of findings.</p> <p>Families gave their feedback about the program by completing the parent surveys. The responses to the survey were transferred to the parent survey summary of findings.</p> <p>Site supervisors, teaching staff, program directors and program development directors worked in partnership to complete and summarize the information from the environmental rating scales for each program.</p> <p>Site supervisors and the program director compiled all summaries from the program notating common threads throughout the program. Program goals were developed and then a comprehensive program action plan was completed.</p>			

Statement of Completion I certify that an agency Self-Evaluation was completed by this agency on the date specified above and that the appropriate review instrument(s) was/were used.	Signature	Date
At least one Board Representative who participated in the agency's completed Self-Evaluation process (described above) must sign this document.	Board Representative's Signature	Date

Desired Results Program Action Plan

Contractor/Center: Center Joint Unified School District		Classroom/Family/Child Care Home: Classroom: School Age	
Contract Type: CCTR		Planning Date: March 2010	
Planner's Name and Position: Program Directors, Site Supervisors and Teachers		Follow-up Date: October 2010	
Planner's Name and Position:		Planner's Name and Position:	
Program Findings (What you identified as needing improvement)	<p>DRDP-R Measure 6: 57% of the children are in the developing level of showing awareness of diversity.</p> <p>DRDP-R Measure 9: 37% of children are at the developing level of conflict negotiation.</p> <p>PARENT SURVEY- Question 3-G: 54% of parents are asking for more information on how to find other services in the community.</p> <p>SACERS- Item 26: Scored an average rating of 3 on science and nature activities in the environment.</p> <p>SACERS- Item 27: Scored an average rating of 3 on cultural awareness.</p>		
Program Goal (What you want to accomplish.)	Objectives (How you will accomplish the goal.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed.)
<p>Measure 6:</p> <p>Children will develop an appreciation for similarities and differences amongst the people in their community.</p>	<p>-Staff will use facilitation techniques, such as KWL in supporting children in their communication and research re: new topics and innovative ideas.</p> <p>-Teachers will promote new leadership activities by modeling NVC practices and develop environment through family connections and community partnerships.</p>	<p>October 2010</p> <p>Site Supervisor, Teachers and PAC Members.</p>	

	<ul style="list-style-type: none"> -Children will participate in community projects and other outreach activities. -Parents will be invited to share information about their culture and interests. -Staff along with children will create clubs that offer opportunities to explore cultural similarities and differences as it relates to their personnel life experiences. 		
PARENT SURVEY: 3-G Provide Parents with relevant resources available within the local community.	<ul style="list-style-type: none"> -Create, distribute and compile family questionnaire asking families what support services they are looking for. -Compile a list of agencies and organizations in categories created from the above questionnaire and keep in a binder located in the parent area. -Create an area for parents to exchange information such as business opportunities and services. 	Ongoing Site Supervisor, Teachers and PAC Members.	

	-Contact local resource and referral agency for desired outcomes.		
SACERS: Item 27 Children will have a deeper understanding of cultural awareness and diversity.	-Staff will develop project work that reflects children's home life and culture. An example could be, but not limited to, celebrations, cooking experiences, family interests and hobbies. -Reflect the various cultures of the center and surrounding community through displaying of photos of children, families, events, printed languages, books and toys. -Develop a lending library of books, posters, videos, computer games that promotes acceptance of diverse peoples, ideas and viewpoints.	October 2010 Site Supervisor, Teachers and PAC Members	

- Child Development Division
- California Department of Education

CD 4002
(Revised March 2009)

Environment Rating Scale Summary of Findings

Contractor/Center: Center Joint Unified School District	Classroom/Family/Child Care Home: Classroom: School Age
Contract Type: CCTR	Planning Date: March 2010
Planner's Name and Position: Program Director's, Site Supervisors and Teachers	Follow-up Date: October 2010
Planner's Name and Position:	Planner's Name and Position:

Item (Classroom/Family Child Care Home Education Level) or Sub-Scale Average (Agency Level)	Key Findings from Environment Rating Scale	Action Steps (Include materials, training needs, any changes to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed, and time extended.)
SACERS Item # 27	Results indicated an average rating of 3 on cultural awareness.	<p>Staff will develop project work that reflects children's home life and culture. An example could be, but not limited to, celebrations, cooking experiences, family interests and hobbies.</p> <p>Reflect the various cultures of the center and surrounding community through the displaying of photos of children, families, events, printed languages, books and toys.</p>	<p>October 2010</p> <p>Site Supervisor, Teachers and PAC</p>	

		Develop a lending library of books, posters, videos, computer games that promotes acceptance of diverse peoples, ideas and viewpoints.		
SACERS Item #26	Results indicated an average rating of 3 on science and nature activities in the environment.	<p>Staff will provision environment with basic materials such as magnifying glasses, telescopes, magnets, measuring tools, rocks, seashells, plants etc.</p> <p>Staff will provide opportunities for children to experience activities such as planting/growing, recycling, conservation of water, exploring constellations, various eco environments, weather etc.</p> <p>Staff will encourage questions about science or natural phenomena and help children find the answers.</p> <p>Staff will have opportunities to check-out resource materials and books around science and nature from CDI Lending Library.</p>		

		Staff will incorporate visiting experts from various community resources such as museums, local community colleges, universities, master gardeners programs etc. to support learning experiences.		

Use as many sheets as necessary to address key findings for all items scored below "5" (at the Classroom/Family Child Care Home Education level) and/or all subscale averages below "5" (at the agency level).

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: June 16, 2010

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages

Assist. Supt. Initials: CD

SUBJECT: Preconstruction Services Contract for
Center High School Baseball Field Upgrade Project

The Preconstruction Agreement with Roebbelen Contracting, Inc. for the Center High School Baseball Field Upgrade Project has now been approved by Pat Gunn, Attorney; CPM; and District Administration.

RECOMMENDATION: That the Board of Trustees approve the Preconstruction Services Agreement for Roebbelen Contracting, Inc. for preconstruction services for the Center High School Baseball Fields Renovation Project, subject to modification as approved by the Superintendent or his designee, and District legal counsel, and final ratification of the contracts by the Board.

CONSENT AGENDA

PRECONSTRUCTION SERVICES AGREEMENT FOR CENTER JOINT UNIFIED SCHOOL DISTRICT

This Preconstruction Services Agreement ("Agreement") is entered into by CENTER JOINT UNIFIED SCHOOL DISTRICT, a California school district duly organized and validly existing under the Constitution and laws of the State of California (hereinafter the "District"), and ROEBBELEN CONTRACTING, INC., a California corporation duly organized and existing under the laws of the State of California and operating under California Contractors State License Board License No. 734124 (hereinafter the "Consultant" or "Corporation"), as of May 12, 2010 ("Effective Date"), for the purposes of providing complete preconstruction services for the District's Center High School Baseball Fields Renovation Project located at 8408 Watt Avenue, in Antelope, California (hereinafter "Project").

The Project includes but is not limited to:

- Modification of grades at existing baseball fields to improve vision lines and field of play, raising grades at dugouts and area behind backstop to minimize grading; replacing and improving concrete areas behind backstops and making areas accessible per current ADA requirements; improving practice pitching areas; Adding mow strips under fencing, replacing fencing; replanting field after grading and improving irrigation systems.

WHEREAS, Consultant and District desire to enter into a lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Site Lease and Facilities Lease with attachments, including Construction Provisions ("Lease-Leaseback Documents").

WHEREAS, Education Code section 17402 states that the District must have adopted the Plans and Specifications for the Project after approval of those documents by the Division of the State Architect ("DSA"), which must occur prior to entering into the Lease-Leaseback Documents.

WHEREAS, District has retained Kirk S. Brainerd ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications").

WHEREAS, Consultant desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out deficiencies and inconsistencies that will affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and lack of coordination, together with all other appropriate and required preconstruction services in preparation for development and construction of the Project.

WHEREAS, Consultant, represents that it has the knowledge and experience necessary to perform the services set forth in this Agreement.

WHEREAS, the parties acknowledge that the Consultant and District anticipate negotiating and entering into Lease-Leaseback Documents which utilize a guaranteed maximum sum for complete construction of the Project, which guaranteed maximum sum will not include the fee provided herein, and the parties also acknowledge that District may opt not to enter into Lease-Leaseback Documents or otherwise proceed with the Project, whether for lack of funding or other reasons in District's absolute discretion.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. - CORPORATION'S SERVICES AND RESPONSIBILITIES

The Consultant's services shall consist of those services performed by the Consultant, Consultant's employees and Consultant's consultants as enumerated in Article II of this Agreement.

ARTICLE II. - SCOPE OF CORPORATION'S SERVICES

1. **Scope.** Consultant agrees to perform the services described in this Article and as more specifically set forth in Exhibit "A" hereto, which shall include preconstruction services based upon design and construction documents, including the Plans and Specifications, provided by Architect and others. The Consultant will not be performing actual design services for the Project, but instead will be providing complete constructability review services with the intent and purpose of identifying and calling out deficiencies and inconsistencies in Architect's Plans and Specifications that will affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and lack of coordination, with the ultimate goal that the approved Plans and Specifications for the Project will be complete such that Consultant can construct the Project pursuant to Lease-Leaseback Documents without Change Order or additional charge to District. The Consultant's services shall be provided in two phases: Phase 1 - Planning and Phase 2 - Project Development.

A. Phase 1

(1) **Design Meetings.** Attendance at Programming and Planning meetings with a project manager and one or more estimator representatives.

(2) **Estimate Validation.** Review and validation of schematic estimate(s) which Architect develops upon completion of scoping and schematic design phase.

(3) **Value Analysis.** Actively evaluate the Project for value savings options and present all value savings options to the District and Architect for review and consideration.

B. Phase 2

(1) **Team Meetings.** Attend regular team meetings with a project manager, estimating representative(s) and Architect.

(2) **Schedule.** Establish a master critical path method ("CPM") Project schedule which includes all milestone dates including, but not limited to, complete design, estimating, DSA submittals, agency approvals, utility services approvals, bidding, buyout, preparation and submittal of Consultant's guaranteed maximum sum proposal for construction of the Project, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, construction sequencing and durations, construction, commissioning and District move in. Provide schedule updates with each estimate or more often if reasonably required to communicate market conditions or other conditions affecting the Project. Provide a separate bidding schedule for each phase of construction as applicable.

(3) **Site Estimate.** Provide cost estimates, based on DSA submittal documents. The cost estimates shall identify all trades and unit costs. Consultant shall also identify all allowances, contingencies, General Condition costs and fees. If any cost estimate submitted to the District exceeds previously approved estimates for the Construction Budget, the Consultant shall make appropriate recommendations to the District for getting the Project back within budget. Consultant shall attend team meetings with both a project manager and estimating representative(s).

(4) **Building Estimate.** Provide cost estimates, based on DSA submittal documents for the buildings and improvements. The cost estimates shall identify all trades and unit costs. Consultant shall also identify all allowances, contingencies, General Condition costs and fees. If any cost estimate submitted to the District exceeds previously approved estimates for the Construction Budget, the Consultant shall make appropriate recommendations to the District for getting the Project back within budget.

(5) **Value Analysis.** Provide value analysis reviews with each estimate and throughout each Bid Phase, indicating cost savings and schedule impact. Assist the Architect and District in considering operating and/or maintenance costs with respect to selecting and systems and products for the Project.

(6) **Constructability Review.** Provide constructability reviews both prior to and upon completion of each proposed DSA submittal document and all related specifications. Review documents for errors, omissions, clarity, consistency, coordination and overall constructability. Consultant shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Consultant shall identify areas where value analysis principles could be applied, and identify long-lead items.

(7) **Construction Planning.** Provide assistance in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations, means and methods, and bid package development.

(8) **Bidding Strategies.** Consultant shall establish bid package scoping and timing of bids and perform all necessary bidding functions for all trades and work required for the Project; and evaluate bids for deficiencies, capabilities and compliance with bid documents; and work with trade - subcontractors, Architect and District to ensure bidders are providing the best value to the District. Bid analysis shall include recommendations for award

including analysis of bid alternates, if any. Consultant shall use its standard pre-qualification process for the Project and allow District to have input on selection of contractors.

2. **Limited Authority.** The duties, responsibilities and limitations of authority of Consultant shall not be restricted, modified or extended without written agreement between the District and Consultant.

3. **Schedule.** Consultant will perform constructability reviews and estimates promptly upon receipt of the Architect's Plans and Specifications and related documents. Preconstruction services shall be completed by June 17, 2010. If the preconstruction period is extended, the Consultant shall be compensated based on the hourly rates in this Agreement (See Exhibit "A"), subject to prior approval of the District.

4. **Access.** Consultant shall have access to the Site and the work at all times.

5. **Ability to Add Scope of Work.** District may add additional work to Consultant's scope of work including, by way of example, and not limitation: Procurement of materials and equipment (e.g., long lead items, furniture and equipment, multi-use room bleachers, lighting equipment, etc.) and preparation or procurement of necessary shop drawings.

ARTICLE III. - DISTRICT'S RESPONSIBILITIES

The District shall provide to Consultant information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

ARTICLE IV. - TERMINATION

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

2. In the event of a termination based upon abandonment or postponement by District, the District shall pay Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, subject to the "Not To Exceed" amount payable to Consultant provided herein, plus any sums due the Consultant for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete documents whether delivered to the District or in the possession of the Consultant.

3. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Consultant. In the event of a termination without cause, the District shall pay Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, subject to the "Not To Exceed" amount payable to Consultant

provided herein, plus any sums due the Consultant for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete documents whether delivered to the District or in the possession of the Consultant. In addition, Consultant will be reimbursed for reasonable termination costs through the payment of three percent (3%) of the original contract amount paid to Consultant up to the date of termination, or three percent (3%) of the remaining contract balance, whichever is less. This three percent (3%) payment is agreed to compensate the Consultant for the actual level of completion reached on the date of termination and is consideration for entry into this termination for convenience clause.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement or payment, the parties shall attempt to resolve the dispute. Pending resolution of any dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work. Any controversy or claim arising out of or relating to this Agreement shall be settled by mediation in the County where District is located in accordance with the rules of the Superior Court ("Mediation Rules"). To the extent that the provisions within this Article do not conflict with the Mediation Rules, the parties agree to all of the provisions set forth in this Article. If requested, the parties agree to permit Architect to participate in any mediation. If the parties are unable to agree on a mediator within thirty (30) days of the receipt of a written request for mediation, they shall request that the presiding judge of the Superior Court designate one. The District shall pay one-half of the cost of the mediation and the Consultant shall pay one-half of the cost of mediation, or if Architect participates in the mediation, each party shall pay one-third of the cost of mediation. Each party shall be responsible for its own attorney's fees and costs as to any such mediation. Any mediator chosen or designated must have experience in construction issues. Notwithstanding the foregoing, once a written request for mediation has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act of 2005, as amended, even if an action has not been filed. In the event mediation is not successful, litigation in the County where District is located will be the next step, but not before completion of the Project.

ARTICLE V. - COMPENSATION TO CORPORATION

District shall compensate Consultant for the services required hereunder, as follows:

1. Consultant shall be compensated for services described in Article II – Scope of Consultant's Services, on a "Not To Exceed" or "NTE" basis in the amount of \$5,000.00 (Five Thousand Dollars) which amount shall not be included in the Guaranteed Maximum Sum for construction of the Project. District shall reimburse Consultant for the cost of necessary reproduction of documents produced by Architect, including its consultants, and other design professionals engaged by District related to the Project, subject to District's prior written approval, up to a maximum amount of \$1,000.00 (One Thousand Dollars). In every other respect, Consultant shall be responsible for all costs and expenses incurred for providing the services required by this Agreement, including costs of hiring sub-consultants and other professionals, travel expenses to the Project site and meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Consultant's staff

and employees working on the Project, overhead, and any other cost and expense reasonably required of, and actually incurred by Consultant in performance of its obligations under this Agreement.

2. District shall pay Consultant within thirty (30) days of receipt of an approved invoice from Consultant. The agreed to billable rates are listed in Exhibit "A," which are inclusive of Consultant's Fees. Invoices shall be broken down in detail and include supporting back-up documentation prior to the District's approval and payment. If for whatever reason the Project does not proceed into the Construction Services Phase, Consultant will be compensated for the work completed through the time the services were performed, subject to the NTE maximum amount and any additional prior written authorization for additional services issued by District.

ARTICLE VI. - EMPLOYEES AND CONSULTANTS

1. Consultant shall submit, for written approval by the District, the names of any consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual relation between the District and any consultants employed by Consultant under the terms of this Agreement. A consultant shall be deemed approved if District does not object in writing within ten (10) business days of receipt of notice of the proposed consultant.

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

ARTICLE VII. - MISCELLANEOUS

1. Consultant shall make a written record of all meetings, conferences, discussions and decisions made between or among the District, Consultant and District's Consultants during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work for the Project.

2. District shall not be responsible to Consultant for any claims or damages resulting from District's election not to enter into the Lease-Leaseback Documents or proceed with the Project. It is the intention of the parties that, once the Plans and Specifications are approved by DSA and any necessary governmental agencies, Consultant agrees to enter into the Lease-Leaseback Documents along with any other documents necessary to construct the Project in conformance with the approved Plans and Specifications and construct the Project within the Construction Budget.

3. Consultant shall indemnify, defend and hold harmless District, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of Consultant, its agents, employees and consultants relating to Consultant's performance of its obligations under this Agreement. District shall indemnify, defend and hold harmless Consultant from any claims, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional

acts or omissions of District relating to this Agreement. Consultant shall defend, indemnify and hold harmless the District from any claim for employment benefits, workers' compensation or other benefits, by any agent or employee of Consultant or any consultant or subconsultant.

4. Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to this Agreement, whether such actions or inactions be by Consultant, its agents, employees, consultants or subconsultants, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable. The aforementioned insurance shall include the following:

- a. Consultant shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, and \$2,000,000 in aggregate, including:
 - (1) owned, non-owned and hired vehicles;
 - (2) broad form property damage;
 - (3) products/completed operations; and
 - (4) personal injury.
- c. Each policy of insurance required in (a) and (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District proof of insurance as evidence of compliance with the requirements herein. In the event Consultant fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Consultant, and in such event, Consultant shall reimburse District upon demand for the cost thereof, or District may withhold the cost of such insurance from amounts due Consultant.

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

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

6. District hereby agrees to indemnify, hold harmless, and defend Consultant, its employees, officers, agents, consultants and subconsultants from any action taken by any person or entity attempting to challenge the propriety or legal authority of District to enter into this Agreement and the Lease-Leaseback Documents.

7. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Consultant.

8. District and Consultant, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Consultant shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

9. This Agreement shall be governed by the laws of the State of California.

10. This Agreement represents the entire Agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the preconstruction services which are the subject of this Agreement. This Agreement may be amended or modified only by an agreement in writing signed by both District and Consultant.

**CENTER JOINT UNIFIED
SCHOOL DISTRICT**

ROEBBELEN CONTRACTING, INC.

By: _____
Scott Loehr
Superintendent

By: _____
Terry Street
President

EXHIBIT "A"

PRECONSTRUCTION SERVICES

The following is a listing of the services to be provided consistent with the terms, purpose and intent of Article 2 of the attached Preconstruction Services Agreement ("Agreement"). Consultant agrees to furnish these services on a Not To Exceed ("NTE") basis for the amount set forth in the Agreement. Consultant shall bill actual costs on a monthly basis subject to the NTE amount, until the project is approved by DSA. Consultant's cost breakdown for these services is attached.

Estimating

- Prepare complete cost estimates at the schematic, design development, construction documents and DSA approval milestones.
- Prepare funding documents as requested by District.
- All estimates will be broken down into trade and approved Plans and Specifications section format.
- All estimates will include a variance report that shows the differences between the estimates at various stages.

Value Savings

- Identify options for value savings ideas.
- Work with the District and Architect to refine ideas and provide pricing feedback.
- Work with the Architect to verify that the accepted savings ideas are incorporated into the final Plans and Specifications as approved by DSA ("Construction Documents").

Constructability Reviews

- Provide constructability review of each phase of design documents and the DSA submittal set of the Plans and Specifications. Deliverables will include a written report by drawing number, detail and specification section and include a keynoted set of drawings and specifications. Consultant shall include a column for the Design team/District to comment on each item.

Scheduling

- Provide a detailed CPM schedule as set forth in the Agreement.

- The Schedule will include all phases and milestones as set forth in the Agreement, including design, preconstruction services, DSA review, construction activities, and Project close out.
- The Schedule will be updated on a monthly basis.

Bidding

- Coordinate all bidding activities in order to arrive at a Guaranteed Maximum Sum for complete construction of the Project under Lease-Leaseback Documents. Consultant shall solicit a minimum of three bids for each trade - subcontractor scope of work needed to complete the Project.
- Include a site logistics plan and schedule to the bidders during the bid process.
- Consultant's final Guaranteed Maximum Sum proposal for construction of the Project will include an open book approach to show District all bids received with a detailed analysis and recommendations for award of contracts for each trade, together with detailed line item costs for all home office overhead, Project site overhead, General Conditions, bonds, insurance, fee and all other amounts billed and to be billed by Consultant to District.

Hourly Billing Rates

Classification	Rates
Division Manager	\$112/hr
Sr Project Manager	\$97/hr
Project Manager	\$88/hr
Sr. Project Engineer	\$67/hr
Project Engineer	\$58/hr
Superintendent	\$88/hr
MEP Coordinator	\$78/hr
Project Coordinator	\$46/hr
Estimator	\$97/hr
Contractor Administrator	\$50/hr
Accountant	\$45/hr

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: June 16, 2010

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages

Assist. Supt. Initials: CD

SUBJECT: Extend the Contract with Xerox for Copiers in the Schools and the District's Print Shop to July 1, 2015

Our department proposes that the contract be extended with Xerox for another five years. It would start July 1, 2010 and run for 60 months ending on June 30, 2015. This new contract would bring a savings to the District of \$102,798 over the length of the contract.

The attached contract explains cost savings, the advantage of bringing into the contract our outside contract copiers, and a description of machines to be replaced with new.

RECOMMENDATION: Extend the Xerox Contract for copiers in the schools and the District's Print Shop to July 1, 2015.

CONSENT AGENDA

SERVICES AND SOLUTIONS AGREEMENT



THIS SERVICES AND SOLUTIONS AGREEMENT ("Agreement" or "SSA"), which bears SSA No. _____, is entered by and between ("Customer") and Xerox Corporation ("Xerox").

1. SCOPE. The acquisition of (i) "Services" (collectively managed services and consultative services), (ii) Xerox-brand equipment ("Equipment"), third party hardware ("Third Party Hardware"), Xerox-brand software ("Software") and/or third party software ("Third Party Software") (collectively "Products") and/or (iii) Maintenance Services by Customer (or "you") is subject to the prices and terms and conditions set forth in this Services and Solutions Agreement ("SSA"). Services, Products, and Maintenance Services are, collectively, "Offerings".

2. SERVICES GUARANTEE. Xerox will provide the Services set forth in each Order and, if the Services do not comply with the service levels set forth in a Statement of work ("SOW") during its term, Customer agrees to notify Xerox in writing detailing its concerns regarding the same. No later than ten (10) days following Xerox's receipt of said notice, Xerox and Customer agree to meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan") to remedy such alleged non-compliance and bring such Services into compliance with such SOW. As Customer's exclusive remedy for Xerox's non-compliance, Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed to in writing by the parties, will either reimburse payments by Customer for deficient Services, not to exceed the amounts of the payments already made by the Customer for the affected services, or re-do the work at no additional charge, as appropriate to make Customer whole. For California locations, you will legally dispose of all hazardous wastes generated from use of Third Party Hardware or supplies.

3. ORDERS.

a. Services and Deliverables provided by Xerox will be set forth in one or more Services and Solutions Orders ("SSO") which will be mutually agreed upon and signed by the Customer. SSOs assigned the same 10 digit number constitute a "Services Contract". Unless otherwise provided in a SSO, terms and conditions in a SSO that is part of a Services Contract shall be applicable to all SSOs constituting that Services Contract. Customer may also issue purchase orders to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, services description and term, and applicable Trade-In Equipment. Such purchase orders shall incorporate and be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such purchase order at variance with or in addition to the applicable Services Contract. Any SSO or Customer-issued purchase order shall be an individual order ("Order") hereunder and, irrespective of its form, must reference the contract number of the applicable Services Contract.

b. Orders may be submitted via hard copy or electronic means and those submitted electronically by Customer shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable.

4. TERM.

a. This SSA shall commence on the date it is accepted by Xerox, and shall continue for a period of _____ months unless terminated earlier by either party upon not less than ninety (90) days prior written notice to the other party. In the event this SSA expires, or either party elects to terminate this SSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto) or it is terminated, and shall at all times be governed by the terms and conditions of this SSA as if it were still in effect.

b. The term of each SSO hereunder shall be set forth under the heading "Term" in the "Order Summary" area on the face of said SSO, and shall continue for the term stated. If an Order is terminated, the term of any remaining Orders shall continue unaltered.

c. Unless either party provides notice at least thirty (30) days before the end of the term of any Order hereunder of its intention not to renew same, it will continue on a month-to-month basis at the same price and on the same terms and conditions set forth in said Order. During said continuation, either party may terminate such Order on at least thirty (30) days notice.

5. PERSONNEL. Xerox agrees to comply with your internal policies you provide to Xerox in writing for security and safety that are reasonable and customary under the circumstances, and that do not conflict with this SSA; however, notwithstanding the foregoing, Xerox shall comply with any and all such policies and procedures, providing these policies are given to Xerox in written form, to the fullest extent necessary to comply with the provisions of California Education Code sections 45125.1 and 45125.2. You will provide Xerox with reasonable prior notice of such policies and any changes thereto. Neither party shall, directly or indirectly, actively solicit the employment of the other party's staff providing Services hereunder, which includes Xerox's agents, and their supervisors during the term of this SSA and for a period of one (1) year thereafter. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment shall not be considered active solicitation. The sole remedy of a party for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the defaulting party equal to the individual's then current annual salary (or the fees paid to an agent in the past twelve (12) months), within thirty (30) days of the start date of the individual. Xerox is an independent contractor hereunder.

6. ELIGIBLE SUBSIDIARIES. Xerox will also provide Offerings subject to this SSA to Customer's domestic subsidiaries and affiliates of which more than fifty percent (50%) of the stock entitled to vote for election of members to such subsidiary's or affiliate's Board of Directors is owned by Customer ("Eligible Subsidiaries"). If an Eligible Subsidiary submits an Order hereunder, it shall be the "Customer" for the purposes of such Order. In the event of divestiture of an Eligible Subsidiary, Customer shall notify Xerox and order-taking under this SSA shall terminate immediately with respect to such divested entity; however, Offerings installed at such divested entity under an Order shall retain the pricing and terms and conditions thereof until the Offering's initial term expires.

7. PRICING. Pricing shall be as set forth in an Order. The monthly charge ("Monthly Minimum Charge" or "MMC"), along with any Additional Impression Charges, covers Customer's monthly cost for the Services, Products and Maintenance Services hereunder and such MMC will change with each Order. The MMC may also include, but not be limited to, lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, analyst services and/or customer training services. One-time items ("One-Time Items") are billed separately from the MMC.

8. PAYMENT, CREDIT AND TAXES.

a. **PRICING, PAYMENT AND CREDIT.** Invoices are payable upon receipt and you shall pay Xerox all sums due hereunder no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments will not reduce your obligations. If Services begin partially and/or early, Xerox will bill you on a pro rata basis, based on a 30-day billing month, and the terms and conditions of this SSA will apply. Services requested and performed outside your standard working hours will be at Xerox's then-current overtime rate. Xerox is responsible for all standard delivery and removal charges for Equipment and Third Party Hardware and you are responsible for any non-standard delivery and removal charges. You authorize Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order.

b. **TAXES.** You shall be responsible for all Taxes, which will be included in Xerox's invoice unless you provide proof of your tax-exempt status. "Taxes" shall mean any tax, assessment, or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied on this SSA or any Order hereunder or the amounts payable to Xerox under this Agreement or any Order. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon.

Taxes do not include, and Xerox shall be responsible for: (i) taxes on Xerox's net income, and (ii) personal property taxes on Equipment installed under Rental or Lease Orders, unless such Equipment is installed in a jurisdiction where the taxing authority requires you to pay such personal property taxes. If a taxing authority determines Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

9. CONSUMABLE SUPPLIES INCLUDED. For Equipment, Xerox (or a designated servicer) will provide black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable fuser agent ("Consumable Supplies"), required to make impressions. For full-color Equipment, Consumable Supplies also includes color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you and you will (i) use them only with the Equipment hereunder, (ii) return all Cartridges to Xerox as provided herein, and (iii) return any other Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment or destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for them by more than ten percent (10%), Xerox shall have the right to charge you for any such excess usage. If Xerox provides paper hereunder, upon thirty (30) days notice, Xerox may adjust the paper pricing or either party may terminate the provision of paper.

10. LATE CHARGES AND DEFAULT. For any payment not received by Xerox within ten (10) days of its due date, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs. You will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due or if you breach any other obligation under this or any other agreement with Xerox. If you default, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (i) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law) and (ii) any applicable monthly equipment components ("MECs") and early termination charges ("ETCs"). Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. If you default under this SSA, you shall pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

11. CONFIDENTIAL INFORMATION. Each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content consists of documents, materials and data provided in hard copy or electronic format by you to Xerox containing information about you and/or your clients and is considered your Confidential Information. Developments and Pre-Existing Work (collectively "Xerox Work"), and Xerox Tools as defined herein, shall be considered Xerox's Confidential Information. "Developments" are items created by Xerox employees, agents and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship, and "Pre-existing Work" are items used or incorporated into a Deliverable (a "Deliverable" includes, but is not limited to, Products, Output of Services, Assessments, Documentation) or developed or acquired by Xerox independent of performing the Services. "Output of Services" constitute electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable SOW, but shall not include software. "Assessments" are assessment and recommendation reports created as a result of assessment services. "Documentation" means all manuals, brochures, specifications, information and software descriptions in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Services. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under the auspices of a separate agreement. Upon expiration or termination of this SSA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.

12. INTELLECTUAL PROPERTY. You represent and warrant you own the Customer Content and Customer Assets or otherwise have the right to authorize Xerox to perform Services hereunder and the Customer Content does not, and shall not, contain content that (i) is libelous, defamatory or obscene and/or (ii) infringe on or violate any applicable laws, regulations or rights of a third party of any kind. Xerox, its employees, agents and/or licensors shall at all times retain all rights to Xerox Work and Xerox Tools (with "Xerox Tools" being proprietary tools used by Xerox to provide the Services, and any modifications, enhancements, improvements and derivative works thereof), and except as expressly set forth herein, no rights to Xerox Work and Xerox Tools are granted to you. You shall have no rights to use, access or operate the Xerox Tools, which will be installed and operated only by Xerox. You will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. All Xerox Tools may be removed at Xerox's sole discretion. You acknowledge that Xerox does not license the Xerox Tools separate and apart from the provision of Services associated with their use. You agree not to decompile or reverse engineer any Xerox Work or Xerox Tools. Xerox grants you a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for your customary business purposes, and not for resale, license and/or distribution outside of your organization. You may not sublicense any rights granted to you hereunder, but may authorize a third party ("Designee") to use such rights, solely for your benefit and your internal business purposes. Any Designee operating or maintaining the delivered solution shall be subject to written confidentiality obligations with respect to Confidential Information that shall be no less restrictive than those set forth in this SSA. Output of Services is your sole and exclusive property and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services hereunder. Xerox hereby assigns, grants, conveys, and transfers to you all rights in and to the Output of Services hereunder. You may duplicate and distribute Assessments only for your internal business purposes. Recommendations, assessments and processes described in Assessments may only be implemented for you by Xerox and only for your internal business purposes. Except as set forth expressly in this Section, no other rights or licenses are granted to you. Any rights or licenses that are granted to you shall immediately terminate if you (i) default hereunder with respect to any of your obligations related to such rights or licenses, (ii) fail to pay amounts due, or (iii) otherwise default under this SSA.

13. REPORTS. Upon Customer's request, Xerox may issue mutually agreed upon reports reflecting information that is accurate at the time the report is issued, including estimates of information based on pending Orders.

14. EARLY TERMINATION. Xerox is providing Equipment for the entire term of the Order under which it is installed. If, prior to the expiration of an Order, you terminate Equipment, require Equipment to be removed or replaced, or Xerox terminates said Order due to your default, you agree to pay early termination charges. Said early termination charges shall be more fully defined in the applicable Services Contract and are available from Xerox upon request.

15. EARLY TERMINATION – SERVICES AND PERSONNEL. Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice, you may terminate or reduce any Services or personnel without incurring ETCs. Notwithstanding the foregoing, if any Services or personnel are terminated (i) by Xerox due to your default or (ii) by you and you acquire Services from another supplier within six (6) months of the termination of such Services or personnel, you shall pay all amounts due as of the termination date, together with ETCs, for loss of bargain and not as a penalty, equal to the then current MMC for said terminated or reduced Services or personnel multiplied by the number of months remaining in their term, not to exceed six (6) months.

16. EARLY TERMINATION – THIRD PARTY and AMORTIZED SERVICES. Certain Xerox Services, such as consulting and training, may be amortized over the life of an Order ("Amortized Services"). Xerox may provide funds to acquire Third Party Hardware, to license Third Party Software and/or to retire debt on existing Third Party Hardware ("Third Party Funds"). Collectively, Third Party Funds and Amortized Services are "Funds". The Funds amount will be included in the MMC. Notwithstanding the provision entitled "EARLY TERMINATION – SERVICES AND PERSONNEL", should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty. You agree to maintain the manufacturer's maintenance agreement for any Third Party Hardware and applicable Third Party Software licenses. Any express warranties for such Third Party Hardware or Third Party Software shall be available to you.

17. INDEMNIFICATION.

- a. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or tangible property damage to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this SSA. The indemnifying party is not responsible for any litigation expenses or settlements of the other party unless the indemnifying party pre-approves them in writing.
- b. Xerox, at its expense, if promptly notified by you and given the right to control the defense, will defend you from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to c. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. Excluded herein are claims arising from or relating to: (i) Services performed using Customer Assets and/or Customer Content for which you failed to provide to Xerox sufficient rights; (ii) Services performed, or Deliverables provided, to your specification or design, (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) your failure to use corrections or enhancements to the Services or Deliverables provided by Xerox, and (vi) your provision to Xerox of material for duplication in violation of the copyright of a third party and it is agreed and understood by the parties that, under this SSA, Xerox is not undertaking, and will not undertake, any obligation or duty of any kind or type to determine or ascertain whether material provided to it for duplication may be duplicated without violating a third party's copyright therein. If the use of the Services or Deliverables (excluding Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: obtain for you the right to continue to use such Services or Deliverables; modify such Services or Deliverables so they are non-infringing; replace such Services or Deliverables with non-infringing ones or terminate such infringing Services, and/or, accept the return of such infringing Deliverables and refund to Customer any amount paid for the infringing item, less net benefits realized.
- c. You, at your expense, if promptly notified by Xerox and given the right to control the defense, will defend Xerox from, and pay any settlement agreed to by you or any ultimate judgment for, all third party claims subject to b.(i)-(vi) above or for infringement of any intellectual property rights arising out of or related to performance of Services using Customer Assets, Customer Content or other materials pursuant to your request or direction or for your breach of the first sentence of the Section herein titled "INTELLECTUAL PROPERTY". You are not responsible for Xerox litigation expenses or settlements unless you pre-approve them in writing.

18. LIMITATION OF LIABILITY. Liability of Xerox to the Customer for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox' performance or failure to perform under this Contract or by virtue of Xerox' tortious conduct (including negligence whether passive or active) shall be limited to the amount of all payments made, or due to be made by Customer throughout the Term of this Agreement. Provided, however, that the foregoing limitation of liability shall not apply to claims by the Customer for damage to real or tangible property caused by Xerox' negligence."

19. ASSIGNMENT. You may not assign any of your rights or obligations hereunder. Xerox may assign the SSA and any Orders hereunder, in whole or in part, without prior notice to you and may release information Xerox has about you to an assignee. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox pursuant to the SSA. You shall continue to look to Xerox for performance of Xerox's obligations hereunder and you hereby waive and release any assignees of Xerox from any such claim. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox.

20. FORCE MAJEURE. Except for payment obligations hereunder, neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is prevented by force majeure. "Force Majeure" means an irresistible, superhuman cause, or act of public enemies of this state or of the United States, that prevents a Party from performing its obligations under this PPA by rendering such performance impossible, excluding events of commercial frustration, as these terms are defined under California Civil Code section 1511. The party prevented from performing its obligations by force majeure shall undertake reasonable action to notify the other party of each such circumstance.

21. MAINTENANCE SERVICES. Unless otherwise stated, Xerox (or a designated servicer) will provide the following Maintenance Services (a/k/a "Break / Fix") for Equipment.

- a. **REPAIRS & PARTS.** Xerox will make repairs necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
- b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must at all times conform to Xerox's published requirements. Unless meter read Services are provided by Xerox hereunder, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.
- d. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal

or greater capabilities. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace Equipment beyond its end of service ("EOS") date. An EOS date equipment list is available upon request.

- e. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- f. **PC/WORKSTATION REQUIREMENTS.** For Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

22. EQUIPMENT STATUS. Unless you are acquiring Previously Installed Equipment, Equipment will be either: (i) "Newly Manufactured", which may contain some recycled components that are reconditioned; (ii) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or, (iii) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of Third Party Hardware.

23. TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS. Title to Equipment and Third Party Hardware shall remain with Xerox until you purchase same. Risk of loss for the Products shall pass to you upon delivery. You will keep the Products insured against loss and the policy will name Xerox as Loss Payee. You hereby authorize Xerox or its agents to file financing statements necessary to protect Xerox's rights in Equipment and/or Third Party Hardware.

24. SERVICES AND THIRD PARTY PRODUCT WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.

- a. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.
- b. **WARRANTY DISCLAIMER AND WAIVER FOR SERVICES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES, AND IN SECTION 2, ABOVE, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
- c. **THIRD PARTY PRODUCT WARRANTY.** FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW. IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.
- d. **THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE SSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)**

25. SOFTWARE TERMS.

- a. **SOFTWARE LICENSE.** The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software". This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to, any operating system software for Third Party Hardware. For Software: (i) Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the SSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you have defaulted hereunder; or, (c) such license is terminated or expires; (ii) Xerox may terminate your license Base Software license (1) immediately if you no longer use or possess the Equipment, or (2) upon termination of any

amendment, order or separate agreement under which you acquired the Equipment; (iii) If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights; and, (iv) Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or its operation will be uninterrupted.

- b. **SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the SSA, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees). For support: (i) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions; (ii) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases; (iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox; (iv) Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if you have modified said Software; and, (v) for Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. State and Local Government adjustments shall occur at the commencement of their annual contract cycles.
- c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of the SSA or a unit of Equipment hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of Diagnostic Software.
- d. **THIRD PARTY SOFTWARE.** Third Party Software is subject to license and support terms provided by the vendor therefor.

26. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox.

27. MISCELLANEOUS. This SSA, its Orders, SOWs, attachments, exhibits and amendments constitute the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of California (without regard to conflict-of-law principles). You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that you provide to Xerox. You agree to the jurisdiction and venue of the federal and state courts in Sacramento County, California. In any action to enforce this SSA or any Order hereunder, the parties agree to waive their right to a jury trial. If a court finds any term of this SSA or any Order hereunder to be unenforceable, the remaining terms of this SSA and any Order hereunder shall remain in effect. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which shall be considered an equivalent to the original. Except for documentation for Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order or amendment hereunder must be made in a writing signed by both parties. Customer represents that, as of the date of this SSA, it has the lawful power and authority to enter into this SSA, the person signing this SSA or any Order on its behalf is duly authorized to do so and, by entering this SSA, it will not violate any law or other agreement to which it is a party. Xerox may accept any Order under this SSA either by its signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, commencement of Services, etc.). Customer is not aware of anything that will have a material negative effect on its ability to satisfy Customer's payment obligations under this SSA and all financial information Customer has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business. The following four sentences control over every other part of this SSA and its attachments, exhibits and amendments. You and Xerox both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this SSA or any amendment that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this SSA or any amendment to the maximum amount allowed under the legal limit. If in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed hereunder or refunded to you.

ENTER CUSTOMER NAME

Signature

Name (please print)

Title

Address

Date

XEROX CORPORATION

Signature

Name

Title

Address

Date

SERVICES AND SOLUTIONS ORDER TERMS AND CONDITIONS

The following terms and conditions, under Services Contract 7088793-001 ("Contract"), are in addition to those in the Agreement identified herein. In the event of a conflict, this Contract shall control. The Services and Deliverables identified herein are subject solely to: (1) the identified Agreement, (2) this Contract, and (3) any addenda, exhibits or Statement(s) of Work attached hereto.

QUARTERLY METER RECONCILIATION: Each month Customer will be billed for the then-current Monthly Minimum Charge(s) under an Order. The number of "Monthly Impressions In Plan" will count towards a Quarterly Minimum Volume (calculated as three (3) times the Monthly Impressions In Plan) for Equipment installed under the SSO. At the end of each "Quarterly Period", (defined as the three (3) consecutive months beginning in January, April, July and October), Xerox will bill Customer for impressions produced in excess of the Quarterly Minimum Volume, at the Additional Impression Charge set forth in an Order. In the event that the total number of impressions produced in a quarter is less than the Quarterly Minimum Volume, Customer agrees to pay the Quarterly Minimum Volume. Xerox will bill Customer for partial quarters on a pro rata basis.

DIGIPATH(R) AND FREEFLOW (TM) APPLICATION SOFTWARE: The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement, pertaining to the Application software identified as DigiPath (R) software, FreeFlow(TM) Makready software, FreeFlow (TM) Process Manager software, FreeFlow (TM) Web Services software, and/or FreeFlow (TM) Document Library software, as follows:

a. You may not publish the results of any benchmark tests run on the database software licensed from Oracle Corporation and incorporated in such Application Software.

b. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, audit your use of such Application Software and relevant records under this Agreement not more than once annually, itself or through an independent auditor. Any such audit shall be conducted during regular business

hours at your offices and/or other applicable locations and shall not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you shall pay Xerox's reasonable costs of conducting the audit.

c. In the event such Application Software is subject to a lending or leasing arrangement entered into with a party other than Xerox, then, for the shorter of

ten (10) years from the date of the loan or the specified term of the loan, the party that provides the financing terms to you shall not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you in accordance with the Agreement, provided that the rights acquired by such party shall otherwise be restricted in accordance with the terms set forth in this Agreement governing such Application Software.

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement, pertaining to the Application Software identified as DigiPath (R) software, FreeFlow (TM) Makeready software, FreeFlow (TM) Process Manager software, FreeFlow Web Services software, FreeFlow (TM) Prepress Suite and Legacy software, FreeFlow (TM) Print Shop PDF Conversion Tool software, FreeFlow (TM) Document Library software, FreeFlow (TM) and DigiPath (R) Stand Alone Quick Print software, DigiPath (R) to FreeFlow (TM) Software Upgrade software, DigiPath (R) PDF Conversion Tool software, FreeFlow (TM) Print Manager software, and/or FreeFlow (TM) Output Manager software, as follows:

a. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any font software supplied by Xerox or any third party in electronic documents created with the Application Software. If the font software you are embedding is identified as 'licensed for editable embedding' on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, you may embed copies of that font software for the purpose of editing your electronic documents created with Application Software. No other embedding rights are implied or permitted under this Agreement.

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7088793-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), attached hereto and incorporated herein by reference as Attachment A, which includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

Deleted: which is available upon request and

POOL PLAN AGREEMENT TERMS AND CONDITIONS

1. THE POOL PLAN modifies the Services and Solutions Agreement ("SSA"), including the applicable Services and Solutions Order ("SSO"), entered into between Customer and Xerox and identified by its ten (10) digit Services Contract number on the Pool Plan. This Pool Plan and the SSA and SSO constitute the entire agreement as to the pool(s) identified herein, and supersedes all prior and contemporaneous oral and written agreements regarding said pool(s). Except as set forth in this Pool Plan, the SSA and SSO shall remain as stated. In the event of a conflict between the terms of the SSA and SSO and this Pool Plan, this Pool Plan shall control.

2. DEFINITIONS: Any term not defined below for this Pool Plan shall be as set forth in the SSA or SSO. As used herein, the following terms will have these meanings:

a. "Additional Impression Charge" or "AIC" means the charge for each impression above the Monthly Impressions Included in Plan.

b. "Meter Reconciliation Period" ("MRP") means the frequency with which the actual impressions made on Pooled Equipment are compared to the Monthly Impressions Included in Plan for invoicing purposes. Each pool may only have one MRP.

c. "Pool Plan" means a specific pricing arrangement for impressions for two (2) or more units of Equipment, with applicable terms and conditions. Multiple Pool Identifiers may exist under a Services Contract.

d. "Xerox Equipment In Pool" or Pooled Equipment means the Equipment set forth in the Xerox Equipment in Pool table as shown in the Pool Plan documents. An updated Xerox Equipment in Pool table will be issued with each modification to a Pool Plan.

e. "Monthly Impressions Included in Plan", as shown in the Pool Plan documents, indicates the monthly level of impressions that must be exceeded on the Pooled Equipment before the AIC becomes billable.

f. "SSO AIC" means the charge for each impression above the Monthly Impressions In Plan, as shown in the SSO documents included for each unit which is outside the Pool Plan.

g. "Quarterly" means calendar quarters of three consecutive months beginning in January, April, July and October.

h. "Other Pools Being Modified" Each pool will be identified by a Pool ID, and its Equipment will contribute solely to that pool. Multiple pools may exist under a Services Contract.

3. PRICING The MMC for each unit of Pooled Equipment shall be as set forth in the SSO. The AIC pricing for a pool is based on Pooled Equipment that is physically installed or pending delivery. The "Monthly Impressions Included in

Deleted: a Services Contract

Plan" and the AIC will be revised as Equipment is added to or removed from a pool. Unless the units' "Plan Features" indicate "Fixed Price", Xerox may annually adjust the AIC, each such adjustment not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of such Customer's annual contract cycles).

4. BILLING The unit MMCs for Pooled Equipment will be invoiced monthly. The AIC will be invoiced in arrears based on the frequency of the MRP.

5. QUARTERLY RECONCILIATION: If the MRP is Quarterly, Xerox will bill the AIC at the end of each quarter for impressions in excess of three times the Monthly Impressions Included in Plan. Partial quarters will bill on a pro rata basis, based on a 30-day billing month.

6. POOL PLAN CREATION AND MODIFICATIONS: The Pool Plan Effective Date shall be (i) the date shown on the face of the Pool Plan documents, or (ii) the installation date of newly placed unit(s) of Pooled Equipment at the inception of a pool, whichever is later.

a. NEW POOL OR ADDITIONS TO POOL: When a pool is created or when Equipment is added to a pool the Equipment will be invoiced using its pool AIC in effect at the end of that MRP.

b. REMOVALS FROM POOL: When a unit of Equipment is removed from a pool and its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP through the MRP during which the unit of Equipment is removed from the Pool. When a unit of Equipment is removed from a pool and continues under its SSO, it shall revert to its SSO AIC, exclusive of any Pool Plan, beginning on the first day of the MRP during which the Equipment is removed from the pool.

c. TERMINATION OF A POOL: Either party may terminate a pool upon thirty (30) days prior written notice. A modification resulting in less than two (2) units in a pool shall be a termination of that pool. When a pool is terminated and the Equipment is removed from its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a pool is terminated and the Equipment continues under its SSO it will be invoiced using its then current SSO AIC through the MRP during which the unit of Equipment is terminated.

d. TRANSFERRING EQUIPMENT FROM ONE POOL TO ANOTHER POOL: When Equipment is transferred from one pool to another pool, the Equipment will be invoiced for the entire MRP using the receiving pool's AIC in effect at the end of that MRP.

7. EQUIPMENT TERMINATION: When a unit of Equipment in a pool is terminated, Customer will be invoiced for that unit as set forth in this Pool Plan and for any other applicable charges as set forth in the SSA or Services Contract.



Statement of Work Addendum
Center Unified School District
Agreement # 7088793-001

Services Defined As Of: February 19, 2010

Service(s) Provided: Document Production and Publishing

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Operations Administration Xerox Account Associates perform operational and job administration processes as outlined below:		PPS-100
Customer Interface/Job Receipt The Xerox Account Associate serves as the point of contact to receive and enter customer jobs, review job requirements, and provide customer consultation as required.	Site production facilities will be open on the following days of the week: <u> </u> M - F <u> </u> For <u> </u> 9 <u> </u> hours per day, with standard hours of <u> </u> 7 <u> </u> am <u> </u> to <u> </u> 4 <u> </u> pm <u> </u> . And will operate <u> </u> 1 <u> </u> standard shifts per day	PPS-101
Job estimating, scheduling, and tracking The Xerox Account Associate schedules and manages the document manufacturing process, which includes: <ul style="list-style-type: none"> • Job entry • Requirements confirmation • Capacity planning • Document manufacturing workflow planning • Quality control • Packaging specifications • Delivery execution. Client job tickets are tracked from receipt to delivery. Job turnaround times are measured either from the receipt of production-ready customer files and complete job specifications or from time of customer proof approval if proofing is required.	Standard production jobs will normally be completed within <u> </u> 27 <u> </u> business hours from receipt of print ready files and complete job specifications. However, turnaround time for a given job may be negotiated, subject to job complexity, production backlog, priority job backlog, and resource availability. Rush production jobs will normally be completed in <u> </u> 27 <u> </u> business hours from receipt of print-ready files and complete job specifications, assuming resource availability and capacity to produce the requested volume. Rush Production Jobs are not to exceed <u> </u> 10 <u> </u> % of total requests. Description of unusual peak processing periods: <u> </u> May to October <u> </u> Turnaround time is subject to the measurement described in the Standards of Performance herein, maximums described herein, equipment availability & uptime.	PPS-102

Requests for services above these contracted service levels will be subject to equipment/resource availability.

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¹The Service Market Code is for Xerox internal use purposes only.

Statement of Work Addendum**Agreement # 7088793-001****Services Defined As Of: February 19, 2010**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code¹
Incidental Vending and Procurement Xerox Account Associate(s) will engage, manage, and procure from appropriate third party suppliers to support jobs requiring special materials and / or external services.	Turnaround times for jobs requiring procurement of materials or services are negotiated individually. Turnaround time is subject to the measurement described in the Standards of Performance herein.	PPS-103
Client Problem Resolution Support resources are available during normal working hours to facilitate resolution of production or technical problems and enhance uptime. A problem resolution process will be developed and mutually agreed upon with the customer.	.	PPS-104
Quality Assurance Document quality is checked before, during, and after each production run of a job. If required, unique customer quality specifications are agreed upon, documented and checked against.	Unique customer document quality requirements are described below or contained in the specification described below: A quality check is done in the copy center before delivery of the job. Overall Job Accuracy service levels are set forth in the Standards of Performance herein.	PPS-105

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Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code¹
Document Production & Publishing Operations Document Production and Publishing operational processes are outlined below:		PPS-200
Web Document Submission End users electronically submit black and white or color files from their desktop or remotely, for print production services, via a web-based interface that defines printing, finishing, billing, and distribution instructions. Web submission application may also provide on-line and automated e-mail notification of job status.	Client IT department approval is required to place a server on the customer's network. 24-hour access to e-support is available for end users on standard jobs not to exceed 1,000 impressions.	PPS-201
Image Scanning Images are scanned from photographic originals or hard copy materials for use in printed documents or web presentment. Scanning resolution and color depth is optimized for the desired application.	Average number of scans: per shift <u> 50 </u> Maximum size of originals <u> 11 </u> x <u> 17 </u> "	PPS-205
Proofing Xerox Account Associates produce job samples (proofs) for customer review and approval when requested before beginning a client's job.	Turnaround times for proofs from production-ready customer files are negotiated for each job based on resource availability and job priority. Turnaround time is subject to the measurement described in the Standards of Performance herein.	PPS-206

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Statement of Work Addendum**Agreement # 7088793-001****Services Defined As Of: February 19, 2010**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code¹
Production Black & White Printing & Copying Xerox Account Associates configure and manage production printers and copiers using appropriate resources for each job. Associates configure job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.	Maximum Job requests: Per Shift <u>70</u> Maximum Impression Volume: Per Shift <u>30,000</u> One impression is defined as a one-sided (simplex) letter or legal size (8.5 x 11" or 8.5x14") print.	PPS-300
Production Color Printing & Copying Xerox Account Associates configure and manage production printers and copiers using the appropriate resources for each job. Color printing systems are calibrated on a periodic basis. Associates configure color job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.	Maximum Impression Volume: Monthly <u>30,000</u> Per Shift <u>1,500</u>	PPS-301
Walk-up / Convenience Document Production and Copying Xerox receives and processes walk-up requests for multi-set printing and copying of office documents. Walk-up jobs are distinguished from production jobs, as they typically require unscheduled production of customer office documents.	Normal walk-up-job turnaround time will be <u>27</u> business hours, from receipt of correct and accurate data, files, and originals and complete job specifications. Actual walk-up turnaround times are agreed upon at time of receipt, and subject to resource availability and workload. Turnaround time is subject to the measurement described in the Standards of Performance herein	PPS-350

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Statement of Work Addendum**Agreement # 7088793-001****Services Defined As Of: February 19, 2010**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Document Archival / Reprint Xerox Account Associates track and archive customer jobs as required for reprint or re-use at a later date. Account Associates retrieve, update, re-purpose, and reprint archived document jobs as requested. Re-purposing jobs involves changing some content in a document to address a different audience. Updating a job replaces obsolete information (text, graphics, images in the document) with current information.	Jobs electronically archived on request.	PPS-400
Output Delivery Deliver output to client.	Output will be delivered via (<i>check all that apply</i>) ___x___ Pickup ___x___ On-site delivery Number of locations to deliver to: ___8___ Local Delivery within radius of ___5___ miles	PPS-401

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Services Defined As Of: February 19, 2010

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Finishing Printed documents are finished to the desired configuration. The Xerox Account Associate provides finishing services as outlined below:		F-100
Folding	Max number of sheets folded per shift: ____100____ Average number of sheets folded per shift: 10____ Max number of folds per sheet: 1____ Max unfolded sheet dimensions: _8.5_ x _11"_	F-101
Stitching	Max sets per shift: __3,000 on Doc__ With maximum page counts of __72__ pages per set	F-104
Tape Bind	Max binds per shift: ____600____ Average binds per shift: __100____	F-107
Shrink Wrap	Max sets per shift: ____200____ with maximum wrap dimensions of _8.5_ x _11_ x ____	F-108
Drilling	Max sets drilled per shift: __200____ Average sets per shift: __100____	F-110
Cutting	Max sets cut per shift: ____40____ Average sets per shift: ____3____	F-111

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Statement of Work Addendum

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Services Defined As Of: February 19, 2010

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Manual Finishing (Binder stuffing, tab insertion, collating, folding, etc)	Manual Finishing details and volumes described here: Collating of color stock	F-112

Production Capability

30% Finishing Monthly 189,000 Daily 9,000

Color Impressions Monthly 30,000 Daily 1,200

B/W Impressions Monthly 630,000 Daily 30,000

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Services Defined As Of: February 19, 2010

Management Services

The following Management Services are included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available, as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Services Defined As Of: February 19, 2010

Standards of Performance

Definitions:

1. **Completed Job:** The job is considered completed based on the delivery process negotiated between Xerox and the customer. For example, the job may be considered completed when the Document Production Center calls the end user and notifies them, or when the job physically arrives at the end user's desk.

Assumptions:

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Document Production and Publishing Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.

Reporting:

Xerox will provide a monthly report for job turnaround time and job accuracy.

Performance Criteria	Measurement	Description	Calculation
Job Turnaround Time	95% On Time	Upon receipt of job ticket, the Document Center will produce the job within the agreed upon turnaround time.	The measurement for Turnaround Time is calculated by dividing the number of jobs completed on time by the total number of jobs during each month.
Job Accuracy	95% Job Acceptance	The Document Production Center will produce the job based on the end user's specifications.	The measurement for Job Accuracy is calculated by dividing the total jobs accepted by the end user by the total jobs processed during each month.

END OF STATEMENT OF WORK FOR DOCUMENT PRODUCTION AND PUBLISHING

Requests for services above these contracted service levels will be subject to equipment/resource availability.
This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3rd parties.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: June 16, 2010

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 14

Assist. Supt. Initials: CD

SUBJECT: Resolution of Authorization: Resolution No. 32/2009-10

The attached Resolution of Authorization, Resolution No. 32/2009-10, gives authorization for granting easements to Antelope Springs Church for a waterline. The resolution includes the Waterline Easement Agreement between Center Joint Unified School District and Antelope Springs Baptist Church, Inc.

RECOMMENDATION: That the Board of Trustees approve the attached Resolution of Authorization.

CONSENT AGENDA

RESOLUTION NO. 32/2009-10 :

**GOVERNING BOARD OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT
AUTHORIZING A WATERLINE EASEMENT TO
ANTELOPE SPRINGS BAPTIST CHURCH
(WILSON C. RILES MIDDLE SCHOOL SITE)**

WHEREAS, the Center Joint Unified School ("District") owns the Wilson C. Riles Middle School, located at 4747 PFE Road, Roseville, California 95747 APN 023-221-011-000 (Placer County); APN 203-1100-065-0000; APN 203-1100-066-0000 (Sacramento County) ("School Site");

WHEREAS, the Antelope Springs Baptist Church of Sacramento, California, Inc. ("Church") owns property known as the Antelope Springs Church adjacent to the School Site at 4555 PFE Road, Roseville, CA 95747, APN 023-221-012-000 (Placer County) ("Church Property");

WHEREAS, the Church intends to construct a new multi-purpose building ("Multi-Purpose Building") on Church Property and needs an easement to obtain water for the Multi-Purpose Building;

WHEREAS, the District and the Church entered into a Joint Use Agreement dated May 5, 2010 for shared use of the Multi-Purpose Building;

WHEREAS, the Joint Use Agreement provides for consideration of a conveyance of a temporary easement for purposes of a waterline to the Multi-Purpose Building ("Waterline Easement") over a portion of the Wilson C. Riles School Site ("Easement Area") subject to certain conditions;

WHEREAS, the District and the community will benefit from the conveyance of the Waterline Easement;

WHEREAS, the Easement Area is described in the Waterline Easement Agreement, attached hereto as Exhibit "A";

WHEREAS, on June 2, 2010, the District's Board of Trustees, at a regular open meeting, by a two-thirds vote of all its members, adopted Resolution No. 30/2009-10 (the "Resolution of Intent") declaring its intention to grant a Waterline Easement;

WHEREAS, the District gave notice of adoption of the Resolution of Intention and of the time and place of holding the meeting by posting copies of the Resolution of Intention, in three public places in the District not less than ten (10) days before the date of the meeting, and by publishing the notice, once not less than five (5) days before the date of the meeting in a newspaper of general circulation, published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county in which the

District or any part thereof is situated and having a general circulation in the District, so that the public may be aware of and comment on the matter;

WHEREAS, the Resolution of Intention to grant a Waterline Easement, fixed June 16, 2010, at 6:00 p.m. as the time for a public hearing to be held at Center High Theater, 3111 Center Court Lane, Antelope, CA 95843;

WHEREAS, on June 16, 2010, at a regular meeting of the District's Governing Board, the District held a public hearing upon the question of the approval of the Waterline Easement Agreement conveyance of the Waterline Easement to the Church; and

WHEREAS, no petition protesting the proposed conveyance of the Waterline Easement has been filed with the District's Governing Board.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. The District's Board of Trustees ("Board") approves the conveyance of the temporary Waterline Easement as set forth in the attached Waterline Easement Agreement.

Section 3. The District's Board authorizes its President, or any other presiding officer, or the secretary, to execute the Waterline Easement Agreement, and to take whatever action is necessary to complete the grant of the Waterline Easement to the Church.

Section 4. The District's Governing Board hereby determines that the District is in compliance with all relevant sections of the Education Code.

ADOPTED, SIGNED AND APPROVED this 16th day of June, 2010 by a two-thirds vote of all of the members.

President of the Board of Trustees for the
Center Joint Unified School District

I, _____, Clerk of the Board of Trustees of Center Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the _____ day of _____ 2010, and that it was so adopted by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**Clerk of the Board of Trustees of the Center Joint
Unified School District**

EXHIBIT "A"
WATERLINE EASEMENT AGREEMENT

WHEN RECORDED, RETURN TO:

**Center Unified School District
8408 Watt Avenue
Antelope, CA 95843**

Attention: Superintendent

THIS SPACE FOR RECORDER'S USE ONLY

**WATERLINE EASEMENT AGREEMENT
(Grant of Easement)**

THIS AGREEMENT, made this 16th day of June, 2010, by and between CENTER UNIFIED SCHOOL DISTRICT, a public agency, hereinafter referred to as "Grantor" and ANTELOPE SPRINGS BAPTIST CHURCH, INC. of Sacramento, California, Inc. a California religious non-profit corporation, hereinafter referred to as "Grantee."

Recitals

WHEREAS, Grantor is the owner of certain real property located at Pearl Wood Way, Antelope, Sacramento County, State of California, known as the Wilson C. Riles Middle School hereinafter referred to as the "Servient Tenement" or "School Site" and described as follows:

LOT 66, AS SAID LOT IS SHOWN ON THAT CERTAIN PLAT ENTITLED "ANTELOPE OAKS UNIT NO. 2," FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO, IN BOOK 192 OF MAPS, MAP NO. 19.

A.P.N. 203-1100-066

WHEREAS, Grantee is the owner of certain real property at 4555 PFE Road, Roseville, in the unincorporated area of Placer County, State of California, hereinafter referred to as the "Dominant Tenement," and described as follows:

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF THE WITHIN MENTIONED SECTION 18; THENCE, ALONG THE ONE-QUARTER SECTION LINE THEREOF JOINING THE NORTH AND SOUTH ONE-QUARTER SOUTH 01°08'47" EAST 1,485.03 FEET; THENCE, LEAVING SAID ONE-QUARTER SECTION LINE SOUTH 89°13'07" WEST 1,320.00 FEET; THENCE NORTH 01°08'47" WEST 1,485.03 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 18; THENCE, ALONG SAID SECTION LINE NORTH 89°13'07" EAST 1,320.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONTAINED IN DEED TO THE COUNTY OF PLACER, RECORDED DECEMBER 2, 1975 IN BOOK 1686 AT PAGE 277.

ALSO EXCEPTING THEREFROM THAT PORTION LYING IN SACRAMENTO COUNTY.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTH-WEST QUARTER OF SECTION 18; THENCE ON THE NORTHERLY LINE OF SAID SECTION NORTH 88°39'26" WEST 1,320.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°42'29" EAST 665.046 FEET TO THE LINE BETWEEN PLACER AND SACRAMENTO COUNTIES; THENCE ON SAID LINE SOUTH 86°22'22" EAST 625.40 FEET; THENCE NORTH 01°42'55" WEST 719.64 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF SAID SECTION 18; THENCE SOUTH 88°39'26" WEST 622.61 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONTAINED IN DEED TO THE COUNTY OF PLACER, RECORDED JULY 8, 2005, IN BOOK 3365, PAGE 386 OF OFFICIAL RECORDS OF PLACER COUNTY, BEING A PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, REFERENCE AS DOC-2005-0088389.

A.P.N. 023-221-012

WHEREAS, Grantee desires to acquire certain easement rights in the Servient Tenement to allow the construction of water facilities.

NOW, THEREFORE, it is agreed as follows:

1. **Grant of Water Easement.** Grantor hereby grants to the Grantee a temporary easement for waterline(s) purposes as hereinafter described ("Waterline Easement").

2. **Character of Water Easement.** The temporary Waterline Easement granted herein is appurtenant to the Dominant Tenement.

3. **Description of Temporary Waterline Easement.** The temporary easement granted herein is the right to construct, lay, alter, operate and maintain waterline(s) across the property described above as the Servient Tenement within the location as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area"). This right shall be granted together with the free right of ingress and egress over and across such property insofar as such right of ingress and egress is necessary to the proper use of any other granted herein and for the sole purpose of allowing the existing waterlines and additional construction, installation, maintenance, cleaning, repair, and use of additional waterline(s) to serve the existing church building on the Grantee's property and the proposed Multi-Purpose Building.

4. **Use of Servient Tenement.** Grantor shall reserve the right to use the Waterline Easement at any time for any purpose, including all public school purposes. Grantor further reserves the right to perform all things necessary for the safekeeping and maintenance of its School Site, in its sole discretion.

5. **Termination.** Upon the availability of reasonable connection to the public water system in Placer County, or upon termination of the Grantor's rights to use the Multi-Purpose Building on the Dominant Tenement pursuant to the May 2010 Joint Use Agreement between the parties or a similar agreement, or upon the sale or conveyance of the Easement Area to Sacramento Municipal Utilities District, whichever occurs first, this Waterline Easement shall terminate and Grantee shall have the obligation, at Grantor's election, to remove the waterline(s) within ninety (90) days from the date upon which the Grantee receives from Grantor a written request for such removal.

6. **Costs.** All installation, maintenance, cleaning, and repair of the waterline(s) on the Waterline Easement shall be at the sole cost and expense of Grantee and its successors in interest with no cost to the Grantor.

7. **Permits.** Grantee shall obtain any and all necessary permits for installation of new waterlines at its sole expense.

8. **Approvals.** Prior to beginning waterline installation work ("Waterline Work") on the Easement Area pursuant to this Agreement, Grantee shall obtain written approval from the Grantor's Superintendent or designee to begin the Waterline Work. Plans and specifications for the Waterline Work, including a construction schedule, shall be submitted to the Grantor by Grantee at least ten (10) days prior to commencement of construction. Grantor shall respond within five (5) calendar days of receipt of each written request, and a failure to respond within such period shall be deemed an approval.

9. **Quality and Specifications.** All construction, repair, and maintenance of Waterline Work on Grantor property shall be done by Grantee in a good and workmanlike manner, and pursuant to plans and specifications approved by the Grantor and any governmental agency having jurisdiction.

10. **No Liens.** Grantee shall not cause liens of any kind to be filed or placed against the Grantor's property including without limitation, mechanic's liens, liens for materials, wages, labor, or services, and if any liens are filed, and such liens are the result of any act, directive, or action of Grantee, its agents or employees, Grantee shall, upon receipt of written notice from the Grantor, at Grantee's sole cost and expense, take whatever action(s) may be necessary to cause such liens to be satisfied and discharged or to cause any such liens to be removed of record.

11. **Contractors.** Grantee shall perform all Waterline Work on the Easement Area by contracting with an experienced, licensed, and bonded contractor.

12. **Bidding, Prevailing Wage and Apprenticeship.** Grantee shall be responsible for complying with any and all bidding, prevailing wage and apprenticeship requirements which are applicable to the Waterline Work provided for under this Agreement. Grantee agrees to

indemnify, defend, and hold the Grantor harmless for any dispute in connection therewith and in accordance with Paragraph 13. ("Indemnification").

13. **Indemnification.** Grantee hereby releases Grantor, its officers, representatives, employees, agents, successors, and assigns (individually and collectively "Grantor") from, assumes any and all liability for, and agrees to indemnify and defend Grantor against all claims, liabilities, obligations, damages, penalties, litigation costs, charges, and expenses (including reasonable attorneys fees and expenses) imposed on, incurred by, or asserted against Grantor arising out of or related to the Waterline Easement by Grantee, its officers, representatives, agents, and employees, pursuant to this Agreement; provided, however, that any such claim, liability, obligation, damage, or penalty, or portion thereof, arising as a result of the negligence or willful misconduct of the Grantor shall be excluded from this indemnity in whole or, in the event of comparative fault, in proportion to the fault of Grantor.

14. **Bonds.** Prior to commencement of any construction services for waterline(s) or Waterline Work on the School Site, Grantee shall furnish a performance bond in an amount equal to one hundred percent (100%) of the total value of the work and a payment bond acceptable to the Grantor in an amount equal to one hundred percent (100%) of the total value of the Work. All bonds will be provided by a California admitted surety as defined in Code of Civil Procedure section 995.120.

15. **Material and Equipment.** Grantee warrants to the Grantor that material and equipment furnished for Waterline Work in the Waterline Easement will be new and of the highest quality, that the Waterline Work will be free from defects not inherent in the quality required or permitted, and that the Waterline Work will conform to the requirements of the plans and specifications.

16. **Damage.** Grantee shall repair any and all damage it may cause to Grantor's property and shall restore the School Site to its condition immediately prior to Grantee's Waterline Work.

17. **Restitution.** Grantee's use of the Waterline Easement shall not unreasonably interfere with the operations of the Grantor at the School Site.

18. **Relocation.** In the event that the Waterline Easement interferes with the Grantor's ability to use the School Site for educational purposes which are not compatible with Grantee's use of the Waterline Easement in its present location, the Grantor may require relocation of the Waterline Easement and the relocation of the waterline(s) to a new location. Grantee agrees to pay all costs of relocating the Waterline Easement and the waterline(s) to the relocated Waterline Easement.

19. **Alterations.** Grantee shall, from time to time during the term of this Easement Agreement and at its sole cost, alter the easement in whatever manner becomes necessary, in the sole opinion of the Grantor, to facilitate the development plan of either Grantor or Grantor's successor in interest. This may include, without limitation, relocating the waterline facilities to an alternative easement location, etc. Any such alteration or relocation shall occur within ninety

(90) days of receipt by the Grantee of the Grantor's request therefore and shall be accomplished at the sole cost and expense of Grantee.

20. **Maintenance of Waterline Easement.** Grantee shall maintain, repair and/or replace the facilities placed within said Waterline Easement and repair and return to its previous condition any surface features such as landscaping, utilities sprinklers, etc., disturbed by the Grantee's maintenance activities. All installation, maintenance, cleaning, and repair of the waterlines on the Waterline Easement shall be at the sole cost and expense of Grantee and its successors in interest with no cost to the Grantor.

21. **Actions Upon Termination.** Upon termination of the Waterline Easement, Grantee shall promptly cap the waterline(s) and remove any and all pipes or other infrastructure installed in connection with the waterlines at its sole expense.

22. **Expenses.** Grantee agrees to reimburse Grantor for all cost expended in creating the Waterline Easement, including engineering fees, consulting fees and attorneys' fees. These expenses shall not exceed the sum of One Thousand Five Hundred Dollars (\$1,500) unless otherwise agreed by the parties. Thereafter, Grantee shall reimburse to the Grantor any expenses incurred in enforcing the terms of this Agreement.

23. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

24. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and cost.

25. **Binding Effect.** This instrument shall be binding on and shall insure to benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

EXECUTED on _____, 2010, in _____ County, California

GRANTOR

Center Unified School District,
a public agency

GRANTEE

Antelope Springs Baptist Church
of Sacramento, California, Inc.,
a California religious non-profit corporation

By: _____

By: _____

Its: _____

Its: _____

STATE OF CALIFORNIA)

) SS.

COUNTY OF _____)

On _____, before me, _____ Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

(Seal)

EXHIBIT "A"

10' WATER EASEMENT

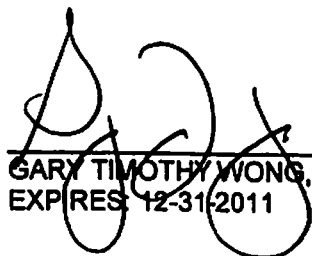
ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOT 66, AS SAID LOT 66 IS SHOWN ON THAT CERTION PLAT ENTITLED "ANTELOPE OAKS UNIT NO. 2", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 192 OF MAPS, MAP NO. 19, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF PEARL WOOD WAY AS SHOWN ON SAID PLAT FROM WHICH THE INTERSECTION OF THE SOUTH LINE SAID LOT 66 AND SAID EAST LINE OF PEARL WOOD WAY BEARS SOUTH 12°23'31" EAST 15.26 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND PARALLEL WITH THE SAID SOUTH LINE OF LOT 66 NORTH 88°15'59" EAST 87.51 FEET TO A POINT LOCATED 27.50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, TO THE WEST LINE OF WALERGA ROAD AS SHOWN ON SAID PLAT; THENCE PARALLEL WITH THE SAID WEST LINE OF WALERGA ROAD NORTH 01°44'01" WEST 285.06 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 66, SAID POINT BEING THE TERMINAL POINT OF SAID STRIP OF LAND.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION ACCORDING TO SECTION 8761.1 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.



GARY TIMOTHY WONG, P.L.S. 5035
EXPIRES 12-31-2011

06-01-2010
DATE

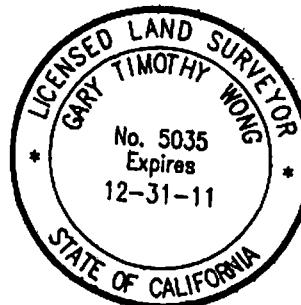


EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

MAY, 2010

SCALE: 1"=60'

SHEET 1 OF 2

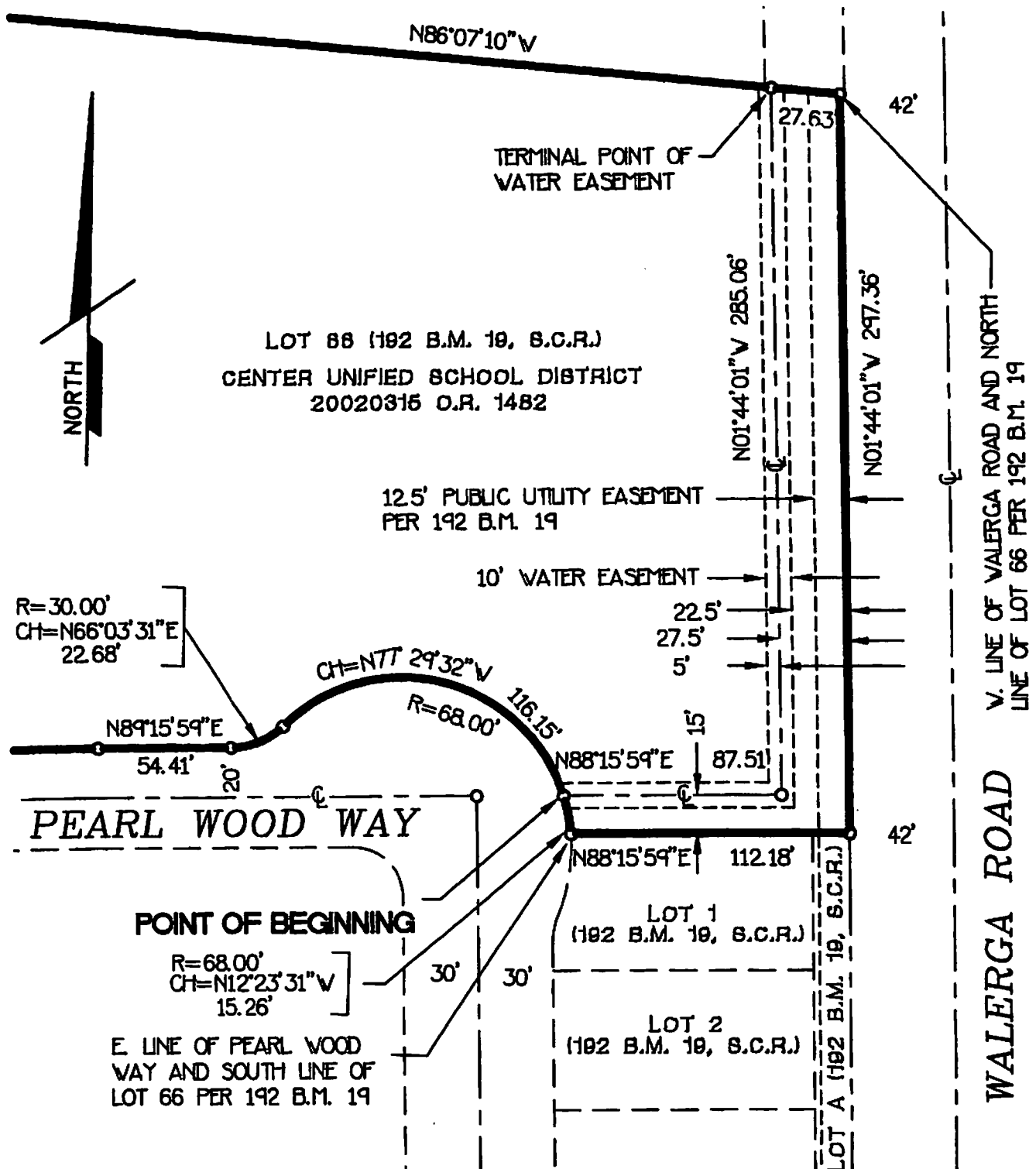


EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

MAY, 2010

SCALE: NONE

SHEET 2 OF 2

LEGEND

○	DIMENSION POINT, NOTHING FOUND OR SET
B. M.	BOOK OF MAPS
S. C. R.	SACRAMENTO COUNTY RECORDS
O. R.	OFFICIAL RECORDS

BASIS OF BEARINGS

THE BEARINGS ON THE MAP OF THIS SURVEY IS IDENTICAL WITH THAT OF THE CENTERLINE OF WALERGA ROAD, AS SHOWN ON 192 B. M. 19; THAT BEARING BEING N01°44'01"W.



SUPERSEDED AS OF 3/4/2009

LOCALITY: SACRAMENTO COUNTY

DETERMINATION: SAC-2008-2

GENERAL REGULATIONS FOR DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PENDING TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1776, 1773 AND 1773.1
 FOR COMMERCIAL BUILDINGS, HIGHWAY, HEAVY CONSTRUCTION AND DOMESTIC PROJECTS

DETERMINATION: SAC-2008-2														EMPLOYER PAYMENTS										STRAIGHT-TIME		OVERTIME HOURLY RATE	
#	DESCRIPTION	DATE	TIME	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL				
#	BRICKLAYER, BLOCKLAYER, STONEMASON, POINTER, CLEANER, CALLER, WATERPROOFER	8/22/2008	04/30/2008**	A	30.480	8.720	5.300	B	2.600	0.550	C	0.650	D	8.0	48.200	E	64.880	F	64.880	G	81.160						
#	BRICK TENDER	8/22/2008	08/30/2008*	A	33.180	8.820	4.900	F	-	0.750	0.400	D	8.0	48.080	64.640	G	64.640	H	81.250								
#	CARPET, LINOLEUM, RESILIENT TILE LAYER	8/22/2007	08/30/2008*	H	28.910	5.540	5.110	F	-	0.340	-	D	8.0	37.900	E	51.350	E	51.350		64.610							
#	ELECTRICIAN	8/22/2008	12/31/2008**	A	28.860	6.290	5.900	I	-	0.380	0.110	8.0	41.540	J	55.970	J	55.970		70.400								
#	COMM & SYSTEM INSTALLER	2/22/2008	11/30/2008**		22.680	6.550	K	1.700	L	1.900	0.800	M	0.110	8.0	34.880	46.780	46.780		58.670								
#	COMM & SYSTEM TECH	2/22/2008	11/30/2008**		28.430	6.650	K	1.700	N	2.200	0.800	M	0.130	8.0	34.780	52.440	52.440		68.120								
#	INSIDE WIREMAN	8/22/2008	05/31/2008*		36.180	7.130	K	2.500	F	-	1.220	O	0.570	8.0	61.380	71.320	71.320		91.280								
#	CABLE SPLICER	8/22/2008	05/31/2008*		42.000	7.130	K	2.500	F	-	1.220	O	0.570	8.0	55.350	77.320	77.320		98.280								
#	FIELD SURVEYOR																										
#	CHIEF OF PARTY (018.167-010)	2/22/2008	02/28/2008*		35.240	9.420	Q	7.570	R	3.340	0.640	0.160	8.0	66.570	S	73.980	S	73.980		73.980							
#	INSTRUMENTMAN (018.167-030)	2/22/2008	02/28/2008*		32.150	9.420	Q	7.570	R	3.340	0.640	0.160	8.0	63.280	S	69.380	S	69.380		69.380							
#	CHANNANRODMAN (889.887-010)	2/22/2008	02/28/2008*		28.270	9.420	Q	7.570	R	3.340	0.640	0.160	8.0	60.400	S	65.030	S	65.030		65.030							
#	GLAZIER	8/22/2008	12/31/2008**	A	32.530	6.160	T	8.550	-	-	0.540	U	0.380	8.0	48.180	V	64.420		80.680								
#	MARBLE FINISHER	8/22/2008	07/31/2008*	X	28.020	6.720	2.850	I	-	0.460	0.200	8.0	40.340	V	64.350		68.380		68.380								
#	MARBLE MASON	8/22/2008	07/31/2008*	X	38.220	8.720	8.310	I	-	0.550	0.210	8.0	58.010	V	77.620		97.230		97.230								
#	PAINTER																										
#	BRIQU, BRQV, PAPERHANGER, SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2008	08/31/2008**	Z	28.420	6.540	4.810	I	-	0.310	0.380	D	8.0	40.440	54.850	54.850		68.880									
#	WATERBLASTER	2/22/2008	08/31/2008**	Z	28.920	6.540	4.810	I	-	0.310	0.380	D	8.0	40.940	55.400	55.400		69.880									
#	EXOTIC MATERIALS	2/22/2008	08/31/2008**	Z	28.420	6.540	4.810	I	-	0.310	0.380	D	8.0	41.440	56.150	56.150		70.880									
#	TAPER	2/22/2008	07/31/2008*	A	30.080	6.540	6.180	2.500	0.310	0.210	8.0	45.820	60.880	D	60.880	AA	75.900										
#	TAPER CLEAN-UP	2/22/2008	07/31/2008*	A	13.880	6.540	-	-	-	-	-	8.0	20.430	27.380	D	27.380	AA	34.320									
#	PLASTERER	8/22/2008	08/30/2008*	A	28.570	7.880	5.370	4.250	0.990	0.850	8.0	48.070	61.620	AC	61.620		75.170										
#	PLASTER TENDER	8/22/2008	08/30/2008*		27.170	5.540	5.520	2.280	0.340	AD	1.020	8.0	41.870	J	55.460	J	55.460		69.040								
#	PLUMBER																										
#	UNDERGROUND UTILITY PREPETER	8/22/2008	08/30/2008**		24.850	3.700	2.400	1.800	0.350	0.800	D	8.0	33.800	48.280	48.280		58.750										
#	LANDSCAPE PREPETER	8/22/2008	08/30/2008**		24.950	3.700	2.400	1.800	0.350	0.550	D	8.0	33.750	48.230	48.230		58.700										
#	UNDERGROUND UTILITY ASSISTANT	8/22/2008	08/30/2008**		13.950	3.700	2.400	1.800	0.350	0.600	D	8.0	22.800	28.770	28.770		36.750										
#	LANDSCAPE ASSISTANT	8/22/2008	08/30/2008**		13.950	3.700	2.400	1.800	0.350	0.550	D	8.0	22.750	28.720	28.720		36.700										
#	JOURNEYMAN	8/22/2008	08/30/2008**		8.750	3.700	2.400	1.800	0.350	0.800	D	8.0	18.600	23.480	23.480		28.350										
#	UNDERGROUND UTILITY TRADESMAN	8/22/2008	08/30/2008**		8.750	3.700	-	1.600	0.350	0.550	D	8.0	18.150	21.020	21.020		25.900										
#	LANDSCAPE TRADESMAN I	8/22/2008	08/30/2008**		8.750	3.700	-	1.600	0.350	0.550	D	8.0	18.150	21.020	21.020		25.900										
#	LANDSCAPE TRADESMAN II	8/22/2008	08/30/2008**		8.750	3.700	2.400	1.800	0.350	0.550	D	8.0	18.550	23.420	23.420		28.300										

Several properties were confiscated under the authority of Executive Orders issued by CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 1, SECTIONS 1770, 1771 AND 1772. FOR COMMERCIAL BUILDINGS, STORES, MEAT CANNING PLANTS AND OTHERS PRODUCTS

[illegible]

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: June 16, 2010

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 12

Assist. Supt. Initials: CD

SUBJECT: Resolution of Authorization: Resolution No. 33/2009-10

The attached Resolution of Authorization, Resolution No. 33/2009-10, gives authorization for granting easements to Antelope Springs Church for sewer. The resolution includes the Sewer Easement Agreement between Center Joint Unified School District and Antelope Springs Baptist Church, Inc.

RECOMMENDATION: That the Board of Trustees approve the attached Resolution of Authorization.

CONSENT AGENDA

RESOLUTION NO. 33/2009-10 :

**GOVERNING BOARD OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT
AUTHORIZING A SEWER EASEMENT TO
ANTELOPE SPRINGS BAPTIST CHURCH
(WILSON C. RILES MIDDLE SCHOOL SITE)**

WHEREAS, the Center Joint Unified School ("District") owns the Wilson C. Riles Middle School, located at 4747 PFE Road, Roseville, California 95747 APN 023-221-011-000 (Placer County); APN 203-1100-065-0000; APN 203-1100-066-0000 (Sacramento County) ("School Site");

WHEREAS, the Antelope Springs Baptist Church of Sacramento, California, Inc. ("Church") owns property known as the Antelope Springs Church adjacent to the School Site at 4555 PFE Road, Roseville, CA 95747, APN 023-221-012-000 (Placer County) ("Church Property");

WHEREAS, the Church intends to construct a new multi-purpose building ("Multi-Purpose Building") on Church Property and needs an easement to construct and maintain sewer lines for the Multi-Purpose Building;

WHEREAS, the District and the Church entered into a Joint Use Agreement dated May 5, 2010 for shared use of the Multi-Purpose Building;

WHEREAS, the Joint Use Agreement provides for consideration of a conveyance of a temporary easement for purposes of sewer lines to the Multi-Purpose Building ("Sewer Easement") over a portion of the Wilson C. Riles School Site ("Easement Area") subject to certain conditions;

WHEREAS, the District and the community will benefit from the conveyance of the Sewer Easement;

WHEREAS, the Easement Area is described in the Sewer Easement Agreement, attached hereto as Exhibit "C";

WHEREAS, on June 2, 2010, the District's Board of Trustees, at a regular open meeting, by a two-thirds vote of all its members, adopted Resolution No. 31/2009-10 (the "Resolution of Intent") declaring its intention to grant a Sewer Easement;

WHEREAS, the District gave notice of adoption of the Resolution of Intention and of the time and place of holding the meeting by posting copies of the Resolution of Intention, in three public places in the District not less than ten (10) days before the date of the meeting, and by publishing the notice, once not less than five (5) days before the date of the meeting in a newspaper of general circulation, published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county in which the

District or any part thereof is situated and having a general circulation in the District, so that the public may be aware of and comment on the matter;

WHEREAS, the Resolution of Intention to grant a Sewer Easement, fixed June 16, 2010, at 6:00 p.m. as the time for a public hearing to be held at Center High Theater, 3111 Center Court Lane, Antelope, CA 95843;

WHEREAS, on June 16, 2010, at a regular meeting of the District's Governing Board, the District held a public hearing upon the question of the approval of the Sewer Easement Agreement conveyance of the Sewer Easement to the Church; and

WHEREAS, no petition protesting the proposed conveyance of the Sewer Easement has been filed with the District's Governing Board.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. The District's Board of Trustees ("Board") approves the conveyance of the temporary Sewer Easement as set forth in the attached Sewer Easement Agreement.

Section 3. The District's Board authorizes its President, or any other presiding officer, or the secretary, to execute the Sewer Easement Agreement, and to take whatever action is necessary to complete the grant of the Sewer Easement to the Church.

Section 4. The District's Governing Board hereby determines that the District is in compliance with all relevant sections of the Education Code.

ADOPTED, SIGNED AND APPROVED this 16th day of June, 2010 by a two-thirds vote of all of the members.

President of the Board of Trustees for the
Center Joint Unified School District

I, _____, Clerk of the Board of Trustees of Center Joint Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the _____ day of _____ 2010, and that it was so adopted by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**Clerk of the Board of Trustees of the Center Joint
Unified School District**

EXHIBIT "A"
SEWER EASEMENT AGREEMENT

WHEN RECORDED, RETURN TO:

Center Unified School District
8408 Watt Avenue
Antelope, CA 95843

Attention: Superintendent

THIS SPACE FOR RECORDER'S USE ONLY

**SEWER EASEMENT AGREEMENT
(Grant of Easement)**

THIS AGREEMENT, made this 16th day of June, 2010, by and between CENTER UNIFIED SCHOOL DISTRICT, a public agency, hereinafter referred to as "Grantor" and ANTELOPE SPRINGS BAPTIST CHURCH, INC. of Sacramento, California, Inc. a California religious non-profit corporation, hereinafter referred to as "Grantee."

Recitals

WHEREAS, Grantor is the owner of certain real property located at Pearl Wood Way, Antelope, Sacramento County, State of California, known as the Wilson C. Riles Middle School hereinafter referred to as the "Servient Tenement" or "School Site" and described as follows:

LOT 66, AS SAID LOT IS SHOWN ON THAT CERTAIN PLAT ENTITLED "ANTELOPE OAKS UNIT NO. 2," FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO, IN BOOK 192 OF MAPS, MAP NO. 19.

A.P.N. 203-1100-066

WHEREAS, Grantee is the owner of certain real property at 4555 PFE Road, Roseville, in the unincorporated area of Placer County, State of California, hereinafter referred to as the "Dominant Tenement," and described as follows:

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF THE WITHIN MENTIONED SECTION 18; THENCE, ALONG THE ONE-QUARTER SECTION LINE THEREOF JOINING THE NORTH AND SOUTH ONE-QUARTER SOUTH 01°08'47" EAST 1,485.03 FEET; THENCE, LEAVING SAID ONE-QUARTER SECTION LINE SOUTH 89°13'07" WEST 1,320.00 FEET; THENCE NORTH 01°08'47" WEST 1,485.03 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 18; THENCE, ALONG SAID SECTION LINE NORTH 89°13'07" EAST 1,320.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONTAINED IN DEED TO THE COUNTY OF PLACER, RECORDED DECEMBER 2, 1975 IN BOOK 1686 AT PAGE 277.

ALSO EXCEPTING THEREFROM THAT PORTION LYING IN SACRAMENTO COUNTY.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE NORTH-WEST QUARTER OF SECTION 18; THENCE ON THE NORTHERLY LINE OF SAID SECTION NORTH 88°39'26" WEST 1,320.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°42'29" EAST 665.046 FEET TO THE LINE BETWEEN PLACER AND SACRAMENTO COUNTIES; THENCE ON SAID LINE SOUTH 86°22'22" EAST 625.40 FEET; THENCE NORTH 01°42'55" WEST 719.64 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF SAID SECTION 18; THENCE SOUTH 88°39'26" WEST 622.61 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONTAINED IN DEED TO THE COUNTY OF PLACER, RECORDED JULY 8, 2005, IN BOOK 3365, PAGE 386 OF OFFICIAL RECORDS OF PLACER COUNTY, BEING A PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN, REFERENCE AS DOC-2005-0088389.

A.P.N. 023-221-012

WHEREAS, Grantee desires to acquire certain easement rights in the Servient Tenement to allow the construction of sewer facilities.

NOW, THEREFORE, it is agreed as follows:

1. **Grant of Sewer Easement.** Grantor hereby grants to the Grantee a temporary easement for sewer purposes as hereinafter described ("Sewer Easement").
2. **Character of Sewer Easement.** The temporary Sewer Easement granted herein is appurtenant to the Dominant Tenement.
3. **Description of Temporary Sewer Easement.** The temporary easement granted herein is the right to construct, lay, alter, operate and maintain a sewer line(s) across the property described above as the Servient Tenement within the location as described in Exhibit "C" and depicted in Exhibit "D" attached hereto and incorporated herein by this reference ("Easement Area"). This right shall be granted together with the free right of ingress and egress over and across such property insofar as such right of ingress and egress is necessary to the proper use of any other granted herein and for the sole purpose of allowing the existing sewer lines and additional construction, installation, maintenance, cleaning, repair, and use of additional sewer line(s) to serve the existing church building on the Grantee's property and the proposed Multi-Purpose Building.

4. **Use of Servient Tenement.** Grantor shall reserve the right to use the Sewer Easement at any time for any purpose, including all public school purposes. Grantor further reserves the right to perform all things necessary for the safekeeping and maintenance of its School Site, in its sole discretion.

5. **Termination.** Upon the availability of reasonable connection to the public sewer system in Placer County, or upon termination of the Grantor's rights to use the Multi-Purpose Building on the Dominant Tenement pursuant to the May 2010 Joint Use Agreement between the parties or a similar agreement, or upon the sale or conveyance of the Easement Area to Sacramento Municipal Utilities District, whichever occurs first, this Sewer Easement shall terminate and Grantee shall have the obligation, at Grantor's election, to remove the sewer line(s) within ninety (90) days from the date upon which the Grantee receives from Grantor a written request for such removal.

6. **Costs.** All installation, maintenance, cleaning, and repair of the sewer line(s) on the Sewer Easement shall be at the sole cost and expense of Grantee and its successors in interest with no cost to the Grantor.

7. **Permits.** Grantee shall obtain any and all necessary permits for installation of new sewer lines at its sole expense.

8. **Approvals.** Prior to beginning sewer installation work ("Sewer Work") on the Easement Area pursuant to this Agreement, Grantee shall obtain written approval from the Grantor's Superintendent or designee to begin the Sewer Work. Plans and specifications for the Sewer Work, including a construction schedule, shall be submitted to the Grantor by Grantee at least ten (10) days prior to commencement of construction. Grantor shall respond within five (5) calendar days of receipt of each written request, and a failure to respond within such period shall be deemed an approval.

9. **Quality and Specifications.** All construction, repair, and maintenance of Sewer Work on Grantor property shall be done by Grantee in a good and workmanlike manner, and pursuant to plans and specifications approved by the Grantor and any governmental agency having jurisdiction.

10. **No Liens.** Grantee shall not cause liens of any kind to be filed or placed against the Grantor's property including without limitation, mechanic's liens, liens for materials, wages, labor, or services, and if any liens are filed, and such liens are the result of any act, directive, or action of Grantee, its agents or employees, Grantee shall, upon receipt of written notice from the Grantor, at Grantee's sole cost and expense, take whatever action(s) may be necessary to cause such liens to be satisfied and discharged or to cause any such liens to be removed of record.

11. **Contractors.** Grantee shall perform all Sewer Work on the Easement Area by contracting with an experienced, licensed, and bonded contractor.

12. **Bidding, Prevailing Wage and Apprenticeship.** Grantee shall be responsible for complying with any and all bidding, prevailing wage and apprenticeship requirements which are applicable to the Sewer Work provided for under this Agreement. Grantee agrees to indemnify,

defend, and hold the Grantor harmless for any dispute in connection therewith and in accordance with Paragraph 13. ("Indemnification").

13. **Indemnification.** Grantee hereby releases Grantor, its officers, representatives, employees, agents, successors, and assigns (individually and collectively "Grantor") from, assumes any and all liability for, and agrees to indemnify and defend Grantor against all claims, liabilities, obligations, damages, penalties, litigation costs, charges, and expenses (including reasonable attorneys fees and expenses) imposed on, incurred by, or asserted against Grantor arising out of or related to the Sewer Easement by Grantee, its officers, representatives, agents, and employees, pursuant to this Agreement; provided, however, that any such claim, liability, obligation, damage, or penalty, or portion thereof, arising as a result of the negligence or willful misconduct of the Grantor shall be excluded from this indemnity in whole or, in the event of comparative fault, in proportion to the fault of Grantor.

14. **Bonds.** Prior to commencement of any construction services for a sewer line(s) or Sewer Work on the School Site, Grantee shall furnish a performance bond in an amount equal to one hundred percent (100%) of the total value of the work and a payment bond acceptable to the Grantor in an amount equal to one hundred percent (100%) of the total value of the Work. All bonds will be provided by a California admitted surety as defined in Code of Civil Procedure section 995.120.

15. **Material and Equipment.** Grantee warrants to the Grantor that material and equipment furnished for Sewer Work in the Sewer Easement will be new and of the highest quality, that the Sewer Work will be free from defects not inherent in the quality required or permitted, and that the Sewer Work will conform to the requirements of the plans and specifications.

16. **Damage.** Grantee shall repair any and all damage it may cause to Grantor's property and shall restore the School Site to its condition immediately prior to Grantee's Sewer Work.

17. **Restitution.** Grantee's use of the Sewer Easement shall not unreasonably interfere with the operations of the Grantor at the School Site.

18. **Relocation.** In the event that the Sewer Easement interferes with the Grantor's ability to use the School Site for educational purposes which are not compatible with Grantee's use of the Sewer Easement in its present location, the Grantor may require relocation of the Sewer Easement and the relocation of the sewer line(s) to a new location. Grantee agrees to pay all costs of relocating the Sewer Easement and the sewer line(s) to the relocated Sewer Easement.

19. **Alterations.** Grantee shall, from time to time during the term of this Easement Agreement and at its sole cost, alter the easement in whatever manner becomes necessary, in the sole opinion of the Grantor, to facilitate the development plan of either Grantor or Grantor's successor in interest. This may include, without limitation, relocating the sewer facilities to an alternative easement location, etc. Any such alteration or relocation shall occur within ninety

(90) days of receipt by the Grantee of the Grantor's request therefore and shall be accomplished at the sole cost and expense of Grantee.

20. **Maintenance of Sewer Easement.** Grantee shall maintain, repair and/or replace the facilities placed within said Sewer Easement and repair and return to its previous condition any surface features such as landscaping, utilities sprinklers, etc., disturbed by the Grantee's maintenance activities. All installation, maintenance, cleaning, and repair of the waterlines on the Sewer Easement shall be at the sole cost and expense of Grantee and its successors in interest with no cost to the Grantor.

21. **Actions Upon Termination.** Upon termination of the Sewer Easement, Grantee shall promptly cap the sewer line(s) and remove any and all pipes or other infrastructure installed in connection with the sewer lines at its sole expense.

22. **Expenses.** Grantee agrees to reimburse Grantor for all cost expended in creating the Sewer Easement, including engineering fees, consulting fees and attorneys' fees. These expenses shall not exceed the sum of One Thousand Five Hundred Dollars (\$1,500) unless otherwise agreed by the parties. Thereafter, Grantee shall reimburse to the Grantor any expenses incurred in enforcing the terms of this Agreement.

23. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

24. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and cost.

25. **Binding Effect.** This instrument shall be binding on and shall insure to benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

EXECUTED on _____, 2010, in _____ County, California

GRANTOR

Center Unified School District,
a public agency

GRANTEE

Antelope Springs Baptist Church
of Sacramento, California, Inc.,
a California religious non-profit corporation

By: _____

Its: _____

By: _____

Its: _____

STATE OF CALIFORNIA)

) SS.

COUNTY OF _____)

On _____, before me, _____ Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

(Seal)

EXHIBIT "C"

10' SEWER EASEMENT

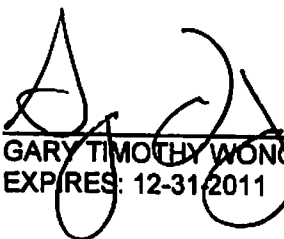
ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOT 66, AS SAID LOT 66 IS SHOWN ON THAT CERTION PLAT ENTITLED "ANTELOPE OAKS UNIT NO. 2", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 192 OF MAPS, MAP NO. 19, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF PEARL WOOD WAY AS SHOWN ON SAID PLAT FROM WHICH THE INTERSECTION OF THE SOUTH LINE SAID LOT 66 AND SAID EAST LINE OF PEARL WOOD WAY BEARS SOUTH 08°04'04" EAST 5.03 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND PARALLEL WITH THE SAID SOUTH LINE OF LOT 66 NORTH 88°15'59" EAST 95.24 FEET TO A POINT LOCATED 17.50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, TO THE WEST LINE OF WALERGA ROAD AS SHOWN ON SAID PLAT; THENCE PARALLEL WITH THE SAID WEST LINE OF WALERGA ROAD NORTH 01°44'01" WEST 294.08 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 66, SAID POINT BEING THE TERMINAL POINT OF SAID STRIP OF LAND.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION ACCORDING TO SECTION 8761.1 OF THE PROFESSIONAL LAND SURVEYOR'S ACT.


GARY TIMOTHY WONG, P.L.S. 5035
EXPIRES: 12-31-2011

06-01-2010
DATE

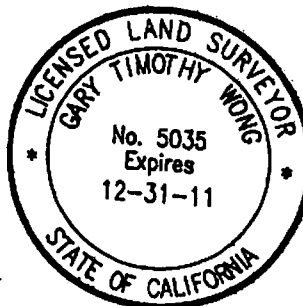


EXHIBIT "D"

TO ACCOMPANY LEGAL DESCRIPTION

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

MAY, 2010

SCALE: 1"=60'

SHEET 1 OF 2

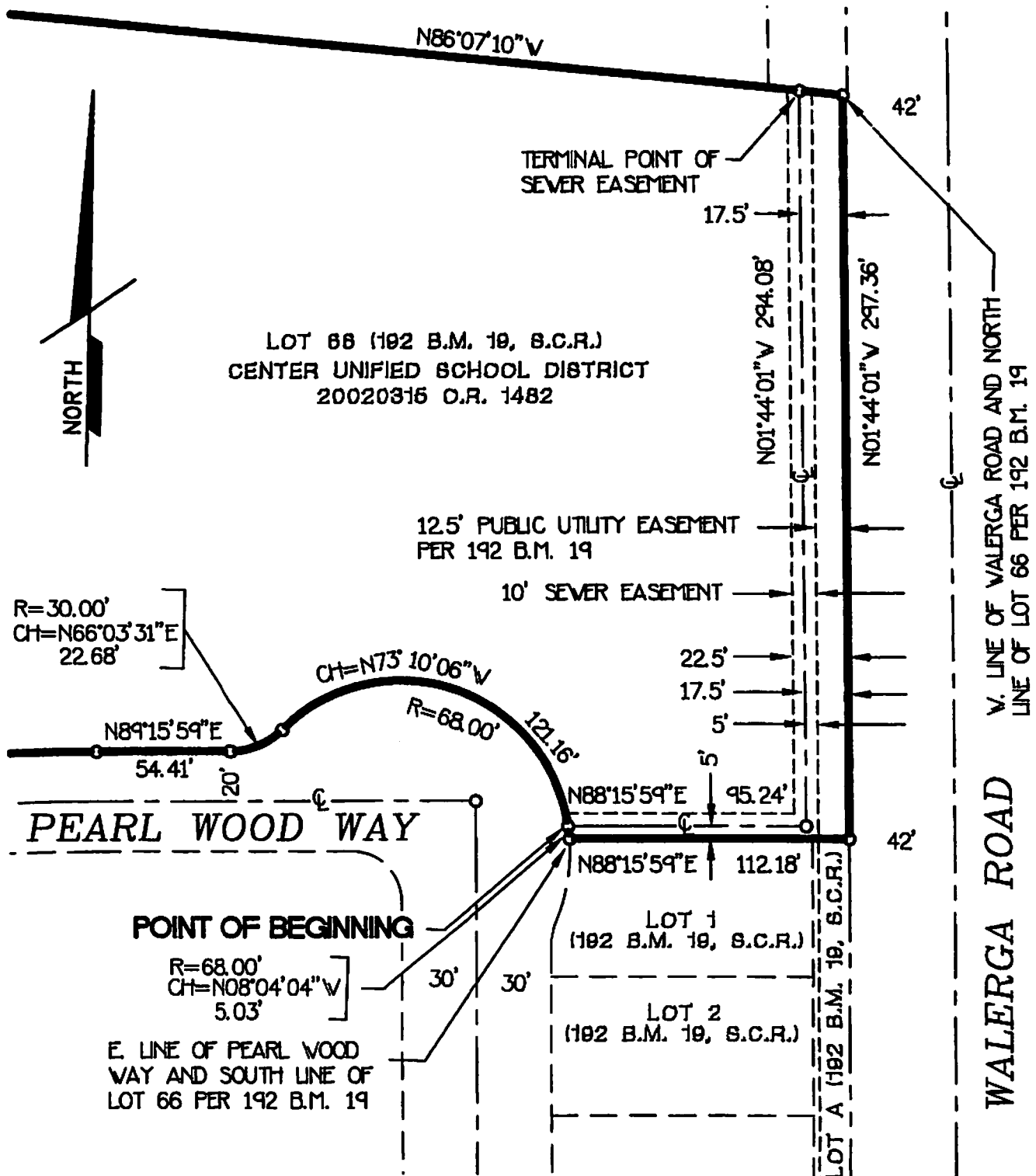


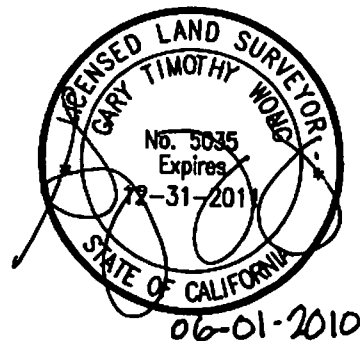
EXHIBIT "D"
TO ACCOMPANY LEGAL DESCRIPTION
COUNTY OF SACRAMENTO STATE OF CALIFORNIA
MAY, 2010 SCALE: NONE
SHEET 2 OF 2

LEGEND

○	DIMENSION POINT, NOTHING FOUND OR SET
B. M.	BOOK OF MAPS
S. C. R.	SACRAMENTO COUNTY RECORDS
O. R.	OFFICIAL RECORDS

BASIS OF BEARINGS

THE BEARINGS ON THE MAP OF THIS SURVEY IS IDENTICAL WITH THAT OF THE CENTERLINE OF WALERGA ROAD, AS SHOWN ON 192 B. M. 19; THAT BEARING BEING N01°44'01"W.



Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: June 16, 2010

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages

Assist. Supt. Initials: CD

SUBJECT: Resolution No. 35/2009-10, Adopting Plans and Specifications for the Center High School Baseball Field Upgrade Project and Ratifying the Site Lease and Facilities Lease

By adopting Resolution #8/2007-08 on January 16, 2008, the Board approved use of the "Lease-Leaseback" project delivery method for the Center High School Baseball Field Upgrades Project ("Project"). The "Lease-Leaseback" process is allowed by Education Code Section 17406 "without advertising for bids." Also, in Resolution #8/2007-08, the Board authorized the Superintendent to negotiate and execute with an appropriately licensed contractor, a Site Lease and Facilities Lease, including related Construction Provisions, providing for construction of the Project, to be later ratified by the Board.

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

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

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

RECOMMENDATION: That the Board of Trustees adopt Resolution #35/2009-10, the Lease-Leaseback documents, including Site Lease, Facilities Lease, and Constructions Provisions, for the Center High School Baseball Fields Renovation Project, subject to modification as approved by the Superintendent or his designee, and District legal counsel, and final ratification of the contracts by the Board.

Resolution # 35/2009-10

RESOLUTION OF THE BOARD OF EDUCATION OF THE
CENTER JOINT UNIFIED SCHOOL DISTRICT APPROVING
LEASE-LEASEBACK PROCESS, ADOPTING PLANS AND
SPECIFICATIONS, AND AUTHORIZING EXECUTION AND
DELIVERY OF SITE LEASE AND FACILITIES LEASE AND
OTHER ACTS RELATING TO THE CENTER HIGH SCHOOL
BASEBALL FIELDS RENOVATION PROJECT

WHEREAS, the Center Joint Unified School District ("District") desires to provide for the construction of the Center High School Baseball Fields Renovation Project (DSA #02-111423 File ID #34), located at 8408 Watt Avenue, in Antelope, California 95843 (the "Site"), as a lease-leaseback project ("Project") whereby the District will lease the Site which the District owns to Roebbelen Contracting, Inc. ("Corporation"), which will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings or other improvements for use of the school district during the term thereof, and provides that title to the building or buildings or other improvements shall vest in the school district at the expiration of the lease term;

WHEREAS, it is in the best interests of the District to cause the construction of the Project through a lease and sublease of the Site pursuant to Education Code section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into a Site Lease, in which the Site will be leased to Corporation, and a Facilities Lease which provides for the sublease of the Site and the Project by Corporation to the District, and that certain other actions be taken and authorized;

WHEREAS, the Facilities Lease includes construction provisions with which Corporation shall comply with respect to construction of the Project ("Construction Provisions");

WHEREAS, pursuant to Education Code section 17402, the plans and specifications for the Project must be prepared and adopted prior to entering into the Site Lease and the Facilities Lease for the Project ("Plans and Specifications");

WHEREAS, the Plans and Specifications for the Project have been prepared, and such Plans and Specifications which require approval from the Division of the State Architect ("DSA") pursuant to Education Code sections 17280 et seq. have been submitted to DSA, which has given its preliminary approval of such Plans and Specifications subject to minor revisions, if any;

WHEREAS, the Plans and Specifications have been made available to the Board for review, and the Board desires to adopt the Plans and Specifications for the Project subject to minor revisions, if any, as required by DSA or other agencies having jurisdiction over the Project;

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

WHEREAS, the Board has been or will be presented with the form of each lease referred to herein, and any amendment thereto, relating to the transactions contemplated hereby and the Board intends to examine and approve each document and desires to authorize and direct the execution of such documents and the consummation of such transactions;

WHEREAS, all acts, conditions and things required by the laws of the State of California to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate the contemplated transactions, including financing, for the purpose, in the manner, and upon the terms herein provided.

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

Section 1. Recitals; Adoption of Plans and Specifications. All of the recitals herein contained are true and correct. The Board hereby adopts the Plans and Specifications subject only to minor revisions, if any, as required by DSA or other agencies having jurisdiction over the Project.

Section 2. Site Lease and Facilities Lease. The form of agreement entitled "Site Lease" and the form of agreement entitled "Facilities Lease" (with Construction Provisions attached thereto as Exhibit "D"), each to be entered into by and between District and Corporation, which together provide generally for (i) the lease by the District of the Site to Corporation, (ii) the sublease of the Site and the Project by Corporation to the District, and (iii) the payment of certain lease payments by the District under the Facilities Lease in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Provisions, are hereby authorized and approved, subject to any final negotiation and minor modification of terms which are acceptable to both the District's Superintendent ("Superintendent") and District's legal counsel, and including a Guaranteed Maximum Sum within the District's Project budget and acceptable to both the Superintendent and District's legal counsel. The Superintendent or his designee is hereby authorized and directed, for and in the name of the District, to negotiate, prepare, execute and deliver to Corporation such agreements, once finalized, pursuant to the delegation of authority provided for hereby upon final ratification thereof by the Board.

Section 3. Validation Action. The Board hereby authorizes District legal counsel to file and litigate an appropriate validation action in the appropriate court with respect to construction of the Project pursuant to Education Code section 17406, and the matters approved by this Resolution, if deemed appropriate by the Superintendent.

Section 4. Other Acts; Delegation. The Board hereby approves the delegation of authority provided herein, and appoints the Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed to do any and all other things which they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, as necessary. This delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Board.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 16th day of June, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, _____, President of the Center Joint Unified School District Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board of Education at a properly scheduled and conducted meeting held on this date, which Resolution is on file in the office of the Board.

President of the Board of Education
Center Joint Unified School District

I, _____, Clerk of the Center Joint Unified School District Board of Education, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education at a properly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Center Joint Unified School District on this date.

Clerk of the Board of Education
Center Joint Unified School District

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

**This document is recorded for the benefit of the
Center Joint Unified School District, and recording is
fee exempt under Section 6103 of the Government
Code.**

**FACILITIES LEASE
CENTER HIGH SCHOOL BASEBALL FIELDS RENOVATION PROJECT**

by and between

**ROEBBELEN CONTRACTING, INC.
as Sublessor**

and

**CENTER JOINT UNIFIED SCHOOL DISTRICT
as Sublessee**

Dated as of June 16, 2010

FACILITIES LEASE

THIS FACILITIES LEASE ("Facilities Lease"), dated as of June 16, 2010 ("Effective Date"), is entered into by and between ROEBBELEN CONTRACTING, INC., a California corporation duly organized and existing under the laws of the State of California and operating under California Contractors State License Board License No. 734124, as sublessor ("Contractor"), and CENTER JOINT UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the laws of the State of California, as sublessee ("District").

RECITALS

WHEREAS, the District desires to provide for the construction of certain improvements and performance of certain work, comprising the Center High School Baseball Fields Renovations Project, as more particularly described in Exhibit "A" attached hereto, which is incorporated herein by this reference (the "Project");

WHEREAS, on the date hereof, the District has leased the real property on the Center High School campus, located at 8408 Watt Avenue, Antelope, California, as more particularly described in Exhibit "B" attached hereto (the "Site") to the Contractor for the construction of the Project pursuant to the terms of a Site Lease by and between the District and the Contractor dated concurrently herewith;

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

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

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

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

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

ARTICLE I

DEFINITIONS AND EXHIBITS

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

“Completion” means completion of the Project, as completion is defined in Articles 9 and 14 of the Construction Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

(a) Due Organization and Existence. The Contractor is a California corporation duly organized and existing under the laws of the State of California.

(b) Authorization. The Contractor has the full power and authority to execute, to enter into, and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease, the associated Site Lease, and all of the documents and agreements referenced herein and therein.

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

(d) No Assignments. Except as provided herein, the Contractor will not assign this Facilities Lease, its right to receive Lease Payments and prepayments from the District, or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2. District's consent to any proposed assignment may be withheld for any reason, or no reason, in District's absolute discretion.

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

ARTICLE III

CONSTRUCTION OF PROJECT

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

ARTICLE IV

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

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

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

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

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

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

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

Section 4.5 Lease Payments.

(a) Obligation to Pay. Subject to the provisions of Articles III, VI and X hereof, the District agrees to pay to the Contractor, its successors and assigns, as rental for the use and occupancy of the Project and the Site, the Lease Payments in the amounts specified in

the Lease Payment Schedule. Pursuant to the Lease Payment Schedule, Lease Payments shall be made for the Site and portions of the Project as construction of the Project is completed. All Lease Payments will be subject to and not exceed the Guaranteed Maximum Sum set forth in the Construction Provisions.

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

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

Section 4.6 Quiet Enjoyment. Excepting any interference resulting from the Contractor's performance pursuant to the Construction Provisions, during the term of this Facilities Lease, the Contractor shall provide the District with quiet use and enjoyment of the Site, and the District shall during such term peaceably and quietly have and hold and enjoy the Site, without suit, trouble or hindrance from the Contractor, except as expressly set forth in this Facilities Lease. At the request of the District, the Contractor will join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Contractor may lawfully do so. Notwithstanding the foregoing, the Contractor shall have the right to enter upon and inspect the Site as provided in Section 7.1 hereof.

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

If the District prepays the Lease Payments in full pursuant to Article X hereof or makes an advance deposit pursuant to Section 10.1 hereof, or pays all Lease Payments, all remaining right, title and interest of the Contractor, if any, in and to the Project and the Site, shall be fully

transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer.

Section 4.8 Abatement of Rent in the Event of Substantial Interference with Use and Occupancy of the Project and the Site. The amount of Lease Payments for the Project and the Site shall be abated during any period in which there is substantial interference with the use and occupancy of the Project and the Site by the District, including but not limited to by reason of delay in the completion of the Project beyond the final completion date specified in the Construction Provisions. The amount of such abatement shall be agreed upon by the District and the Contractor such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portion of the Project and the Site, if any, with respect to which there is no such substantial interference. Such abatement shall continue for the period commencing with such substantial interference and ending with the termination of such interference.

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

ARTICLE V

MAINTENANCE; TAXES; AND OTHER MATTERS

Section 5.1 Maintenance, Utilities, Taxes and Assessments. Except as provided for in the Construction Provisions, the repair and maintenance of the Project and the Site shall be the responsibility of the District after occupancy by the District, and only as to portions occupied by District. Contractor shall be responsible for repair, maintenance and utilities as otherwise agreed, during construction. The District may take partial occupancy of the Project in accordance with the terms of the Construction Provisions.

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

ARTICLE VI

EMINENT DOMAIN

Section 6.1 Eminent Domain.

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

permanently, or if all of the Project and the Site or any part thereof shall be taken temporarily, under the power of eminent domain:

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

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

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

ARTICLE VII

ACCESS

Section 7.1 The Contractor shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to the Construction Provisions. The District shall have the right at all reasonable times to enter upon the Site for whatever purpose District chooses, provided such entry does not interfere with Contractor's ability to pursue completion of the Project, and subject to compliance with section 24 of the Construction Provisions.

ARTICLE VIII

ASSIGNMENT, SUBLEASING; AMENDMENT

Section 8.1 Assignment and Subleasing by the District. This Facilities Lease may not be assigned by the District without Contractor's written consent. Any sublease shall be subject to all of the following conditions:

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

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

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

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

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

Section 9.2 Remedies on Default. Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Contractor to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition hereof and upon the breach thereof, the Contractor may exercise any and all rights of entry and re-entry upon the Project and the Site, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be affected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Contractor, the District shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Facilities Lease and the performance of all conditions herein contained. In such event, rent and/or damages shall be payable to the Contractor at the time and in the manner as herein provided, to wit:

(a) In the event the Contractor does not elect to terminate this Facilities Lease in the manner herein provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Contractor for any deficiency arising out of the re-letting of

the Project and the Site, or, in the event the Contractor is unable to re-let the Project and the Site, then for the full amount of all Lease Payments to the end of the Term of this Facilities Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinbefore provided for the payment of Lease Payments hereunder, notwithstanding such entry or reentry by the Contractor or any suit in unlawful detainer, or otherwise, brought by the Contractor for the purpose of affecting such re-entry or obtaining possession of the Project and the Site or the exercise of any other remedy by the Contractor. The District hereby waives any and all claims for damages caused or which may be caused by the Contractor in re-entering and taking possession of the Project and the Site as herein provided and all claims for damages that may result from the destruction of or injury to the Project and the Site and all claims for damages to or loss of any property belonging to the District that may be in or upon the Project and the Site. The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of the Contractor to re-rent the Project and the Site in the event of such re-entry without affecting a surrender of this Facilities Lease, and further agrees that no acts of the Contractor in affecting such re-renting or re-leasing shall constitute a surrender or termination of this Facilities Lease irrespective of the term for which such re-leasing or re-renting is made or the terms and conditions of such re-leasing or re-renting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Facilities Lease shall vest in the Contractor to be affected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof.

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

Section 9.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Contractor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed

expedient. In order to entitle the Contractor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.4 [THIS SECTION INTENTIONALLY LEFT BLANK.]

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

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

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1 Advance Payment Of All Lease Payments. Notwithstanding any other provision of this Facilities Lease, the District may, so long as the District is not in default hereunder, secure the payment of Lease Payments by a deposit with the Contractor of cash in an amount which is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment Schedule set forth in Exhibit "C" hereto. In the event of a deposit pursuant to this Section, all obligations of the District under this Facilities Lease, and all security provided by this Facilities Lease for said obligations, shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, Lease Payments from the deposit made by the District pursuant to this Section, and any title interest held by Contractor, if any, to the Project and/or the Site shall revert to the District on the date of said deposit automatically and without further action by the District or the Contractor.

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

ARTICLE XI

MISCELLANEOUS

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

If to Contractor: ROEBBELEN CONTRACTING, INC.
1241 Hawks Flight Court
El Dorado Hills, CA 95762
Attn: Terry Street, President

If to District: CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843
Attn: Scott Loehr, Superintendent

With Copies to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO
5776 Stoneridge Mall Road, Suite 200
Pleasanton, CA 94588
Attn: Patrick A. Gunn
pgunn@aalrr.com
(925) 227-9202 (Facsimile)

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

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

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

Section 11.4 Net-Net-Net Lease. This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and District and Contractor hereby agree that the Lease Payments shall be an absolute net return to the Contractor, free and clear of any expenses, charges or setoffs whatsoever.

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

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

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

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

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

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

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

Section 11.12. Advice of Counsel. Each party represents that prior to the execution of this Agreement, it had the independent advice of counsel or opportunity to seek such advice, and the party apprised themselves of sufficient relevant data in order that they might intelligently exercise their own judgment in deciding to execute this Agreement.

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

CENTER JOINT UNIFIED SCHOOL DISTRICT

By: _____
Scott Loehr, Superintendent

ROEBBELEN CONTRACTING, INC.

By: _____
Terry Street, President

Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Patrick A. Gunn, Legal Counsel for
Center Joint Unified School District

EXHIBIT "A"

DESCRIPTION OF PROJECT

[FROM C. DEASON] Modify grades at existing baseball fields to improve vision lines and field of play, raise grades at dugouts and area behind backstop to minimize grading; replace and improve concrete areas behind backstops and make accessible per current ADA requirements; improve practice pitching areas; Add mow strips under fencing, replace fencing; replant field after grading and improve irrigation systems.

DESCRIPTION OF SITE



EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

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

EXHIBIT D
TO FACILITIES LEASE DATED JUNE 16, 2010

CONSTRUCTION PROVISIONS

FOR:
CENTER HIGH SCHOOL BASEBALL FIELDS RENOVATION PROJECT

OWNER:
CENTER JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR:
ROEBBELEN CONTRACTING, INC.

1. ACKNOWLEDGMENTS

The CENTER JOINT UNIFIED (the "District") and ROEBBELEN CONTRACTING, INC., a California corporation duly organized and existing under the laws of the State of California and operating under California Contractors State License Board License No. 734124 (the "Contractor"), acknowledge the following:

a. The District desires to have Contractor construct improvements comprising the Center High School Baseball Fields Renovation Project (the "Project"), on the Center High School campus, located at 8408 Watt Avenue, Antelope, California (the "Site"), which is subject to a Site Lease and a Facilities Lease, both dated concurrently herewith between the District and Contractor;

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

c. The District and Kirk S. Brainerd, AIA (the "Architect") have entered into an agreement for architectural services with respect to the design of the Project (the "Architectural Services Agreement");

d. The Construction Documents for the Project, comprising the project manual, plans, specifications and other documents included or incorporated by reference therein, have been submitted to the Division of State Architect ("DSA") for approval, have been approved by DSA, and are incorporated herein by this reference. These documents were included in DSA Application # 02-111423, File # 34. The index of the Construction Documents is attached hereto as Attachment #1;

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

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

2. CONTRACTOR'S DUTIES AND STATUS

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

3. DEFINITIONS

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

The Construction Documents are intended to supplement each other, and any element reflected in one document but not in another shall nonetheless be performed as if such element were reflected in all Construction Documents. Contractor shall strictly comply with all work expressed in the Construction Documents. Contractor shall substantially comply with all work reasonably implied through the Construction Documents. Unless expressly stated otherwise in the Construction Documents, Contractor shall strictly comply with all standards applicable to the Project, written and graphic, adopted or promulgated by each public agency claiming jurisdiction over the Project. Unless expressly stated otherwise in the Construction Documents, the Contractor shall strictly comply with all applicable laws (including without limitation the Uniform Building Code, the California Building Code, State, County, City and District policies, ordinances, statutes, and regulations, and DSA directions) relating to construction of the Project. Unless expressly stated otherwise, the most stringent requirement among all the foregoing sources shall supersede all others. In all cases, the highest and most rigorous applicable construction industry standards shall govern interpretation of the Construction Documents.

b. **GUARANTEED MAXIMUM SUM.** The term "Guaranteed Maximum Sum" as used herein means the amount of FOUR HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED SIX DOLLARS (\$444,386.00) subject to the provisions of the Contingency Fund as set forth in Article 4 of these provisions, if applicable), which is the maximum amount which may be paid to Contractor by the District for the Contractor's performance of all obligations, express and implicit, in these Construction Provisions, including all documents incorporated herein by reference, subject to any adjustments for Extra Work/Modifications as provided in Article 8, or Savings as provided in Article 6, and subject to a full - final accounting by Contractor as set forth in Article 51. All unused amounts within the Guaranteed Maximum Sum shall remain the property of District and be reflected on Contractor's final application for payment as a credit to District.

Contractor will prepare a detailed line item costing for the Project or Master Budget prior to the execution of the Site and Facilities Lease, totaling the Guaranteed Maximum Sum for the Project. All parties agree and acknowledge that the Guaranteed Maximum Sum comprises a lump sum for: 1) all obligations, express and implicit, in these Construction Provisions, including all documents incorporated herein by reference, including, but not limited to, the Construction Documents; and 2) those sums to be paid as and for rent or Lease Payments or optional prepayment thereof. District and Contractor represent and warrant that 1) the total amount of Lease Payments and optional prepayment thereof constitute the total rental for the Project, which total does not exceed

the fair market rental value for the Project, 2) said rental amount has been incorporated into the Guaranteed Maximum Sum in consideration and inducement of this document and the Site Lease and Facilities Lease, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public, and 3) said rental amount shall be paid by the District as a part of the Guaranteed Maximum Sum, pursuant to the terms of this document. For purposes of accounting and tracking expenditures, the Guaranteed Maximum Sum includes ONE THOUSAND DOLLARS per month (\$1,000.00) to be paid as rental/lease payments or prepayment thereof, which rental/lease payments or prepayment thereof shall be paid monthly by the District during the course of construction, in equal payments, with District local funds, exclusive of any local match contribution funds.

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

d. **CONSTRUCTION DOCUMENTS.** As set forth above, the term "Construction Documents" means the project manual, plans, specifications and other documents included or incorporated by reference therein, included in DSA Application # 02-111423, File # 34 and approved by DSA, which are incorporated herein by this reference, and which are indexed in Attachment #1, hereto. The Construction Documents for the Project have been reviewed by Contractor, who agrees and acknowledges that they are complete and constructible within the Guaranteed Maximum Sum.

4. **CONTINGENCY FUND**

a. Contractor and District hereby create a contingency fund ("Contingency Fund") for the District's benefit which shall originally consist of Eleven Thousand One Hundred Seventy-Eight DOLLARS (\$11,178.00). The Contingency Fund may be increased from any Cost Savings as set forth in Article 6 herein. This Contingency Fund is a line item within the Guaranteed Maximum Sum. In no event shall the total Project cost to be paid to Contractor exceed the Guaranteed Maximum Sum set forth in section 3(b) herein.

b. The Contingency Fund shall be utilized for the payment of: (1) any and all unforeseen costs which are within the scope of work for the Project; or (2) additional work desired by the District pursuant to Article 8 of these Construction Provisions. Prior to commencing any work which would result in the utilization of the Contingency Fund, District and Contractor shall agree in writing singularly, or by way of approved construction meeting minutes, upon the cost of such work. In the event that Contractor commences such work without the District and Contractor agreeing upon the cost for such work or a mutually acceptable method for determining the cost for such work, Contractor shall, for all purposes, be deemed to have waived any rights to compensation with respect to such work.

c. Any unused amounts of the Contingency Fund after completion of the Project shall remain the property of District and be returned to the District upon written request, if held by Contractor.

5. NOTICE TO PROCEED WITH CONSTRUCTION SERVICES

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

6. COST SAVINGS

Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Sum shall be identified by Contractor, and if approved in writing by the District, such cost savings shall be fully credited towards the Contingency Fund. If any cost savings require revisions to the Construction Documents, Contractor shall work with the Architect with respect to revising the Construction Documents and, if necessary, assist the Architect in obtaining the approval of DSA with respect to such revisions. District shall pay reasonable costs incurred by Architect for such revisions out of the identified savings. All cost savings shall be shared by District and Contractor, with seventy-five percent (75%) credited to District for its sole use and benefit, and twenty-five percent (25%) credited to Contractor for its sole use and benefit. Cost savings identified prior to execution of the Site Lease and Facilities Lease will not be subject to this shared savings provision, and District shall retain the benefit of all associated cost savings.

7. SCOPE OF WORK FOR CONSTRUCTION SERVICES

a. Contractor shall complete the construction of the Project in accordance with the Construction Documents and these Construction Provisions, performing all work relating to the Project appropriately, expeditiously, and economically, with a highest standard of quality with respect to assembly, finishes and workmanship, and all material, equipment and fixtures meeting or exceeding the requirements of the Construction Documents. All construction shall be pursuant to DSA approved construction documents.

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

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

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

e. Contractor will establish an electronic document control system including all internal and external correspondence related to the Project, and all project documents, drawings, contracts, change orders (if applicable), contractor submittals, and shop drawings. District will bear the reasonable costs for system hardware and software as required for implementation.

Contractor shall document and distribute minutes from weekly meetings and other meetings for which minutes are kept. Contractor shall be responsible for tracking submittals, change orders, RFIs, ASIs and updating logs for weekly meetings which pertain to the Scope of Work. Contractor shall be responsible for creating change orders including the description of the changes for the cover letter to the Board of Trustees, in relation to the Scope of Work. Contractor shall keep detailed minutes of all construction meetings pertaining to the Scope of Work.

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

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

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

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

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

(4) DSA inspectors and testing.

8. EXTRA WORK/MODIFICATIONS

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

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

c. All Modifications approved in writing shall be funded from the Contingency Fund or as directed by District. This applies only to District initiated additional work, and work performed based on pre-approved allowances. This shall not apply to modifications or additional work, time or expense incurred by Contractor, as a result of error, omission or oversight of Contractor or any of its contractors or suppliers.

9. TIME OF COMPLETION OF CONSTRUCTION SERVICES

a. Once the District has issued a Notice to Proceed pursuant to Article 5 hereof, Contractor shall proceed with the construction of the Project with due diligence. Contractor agrees to complete the Project on or before August 16, 2010 ("Completion Date").

b. The Project, including the performance of all Construction Services by Contractor and all Progress Payments by District, may be suspended by District upon sixty (60) days written notice to Contractor that funds allocated by the District to the Project from any contemplated source or sources, have not been or are anticipated not to be received, or are anticipated to be exhausted prior to Completion of the Project. Upon issuance of such notice of suspension from the District, the Contractor shall take all reasonable steps to immediately cease Construction Services and demobilize from the Site, pending notice of resumption of Construction Services, if any. The Contractor shall be entitled to charge reasonable reimbursement for demobilization costs actually incurred, up to and in no event exceeding one percent (1%) of the Guaranteed Maximum Sum set forth herein, exclusive of any subsequent increases to the Guaranteed Maximum Sum, in the next application for Progress Payment following completed demobilization; however, such costs shall be reimbursed by the District only to the extent of available funds actually received by the District from any contemplated funding source(s) as of the date of issuance of the notice of the suspension of Construction Services.

The Project, including the performance of all Construction Services by Contractor and all Progress Payments by District, shall be resumed within sixty (60) days of issuance of written notice from the District to the Contractor that additional funds have been received from any contemplated funding source(s). The Contractor shall be entitled to charge for reasonable remobilization costs actually incurred, up to and in no event exceeding one percent (1%) of the Guaranteed Maximum Sum set forth herein, exclusive of any subsequent increases, in the next application for Progress Payment following completed remobilization.; However, such costs shall be reimbursed by the District only to the extent of available funds actually received by the District from any contemplated funding source(s) as of the date of issuance of the notice of the resumption of Construction Services.

In the event that reimbursement charges actually paid and reasonably anticipated by the District, along with the Guaranteed Maximum Sum, exceed the total funds available to the District from the contemplated funding source(s), upon written request by the District, the District and Contractor shall negotiate in good faith a Modification of the Construction Documents to reduce the Guaranteed Maximum Sum to a sum such that the reimbursement charges actually paid and reasonably anticipated by the District, along with the Guaranteed Maximum Sum, as modified at the time of such negotiation, shall be within the funds available to the District from the contemplated funding source(s). Contractor waives any and all claim to lost profit, as well as any

other economic or other consequential loss that may arise from such Modification of the Construction Documents.

10. PROGRESS SCHEDULE

Within seven (7) days after the District's issuance of a Notice to Proceed with Construction Services pursuant to Article 5 hereof, Contractor shall furnish District with a complete "as planned" bar schedule setting forth the expected dates for commencement and completion of each of the various stages of construction to be performed by Contractor pursuant to the terms hereof (the "Progress Schedule"). The Progress Schedule shall utilize the Completion Date and shall be updated by Contractor as necessary and revisions in said schedule shall be furnished to District weekly. The Progress Schedule shall utilize the Critical Path Method ("CPM"). The Progress Schedule shall include any and all milestones identified by the District as critical elements within the CPM.

No calendar days shall be allotted in the Progress Schedule for the Project for weather days. In the event weather conditions prevent Contractor from working one or more calendar days, due to conditions which present unusual risk of damage to the site or equipment or injury to workers, are historically abnormal for the dates during which the subject weather occurred, could not have been reasonably anticipated by Contractor, and had an adverse effect on the scheduled construction that Contractor could not reasonably avoid by use of scheduling, sequencing, means and methods or other Project aspects reasonably within Contractor's control, the Completion Date shall be extended for an equal number of days without any cost or expense to District or claim or charge by Contractor of any nature or sort. District will not assess Liquidated Damages for such weather days and associated extension of the Completion Date.

It is specifically understood that District is entitled to and will rely upon and utilize the Progress Schedule as it is revised from time to time to determine final dates upon which to make decisions it must make with respect to the Project.

11. LIQUIDATED DAMAGES

IF THE PROJECT IS NOT COMPLETED WITHIN THE TIME PERIOD SET FORTH IN ARTICLE 9 HEREOF, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT, AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, FIVE HUNDRED DOLLARS (\$500.00) FOR EACH CALENDAR DAY OF DELAY IN COMPLETION OF THE PROJECT.

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

____ Contractor's Initials

____ District's Initials

In the event that the performance and/or completion of the Project is delayed at any time by any act or omission of District or by any employee or agent of District, by strikes, by lockouts, by fire, by embargoes, by flood, by weather, by earthquake, by acts of war or force majeure, or by any other cause beyond the reasonable control of Contractor, the aforesaid date for completion of the Project shall be extended for a reasonable period as a consequence of such delay. With respect to delays caused by weather, a day-for-day extension of the Completion Date will be allowed for each day the Contractor could not work, pursuant to the terms of Article 10 immediately above.

12. PROGRESS PAYMENTS FOR CONSTRUCTION SERVICES

Subject to the provisions set forth in the Facilities Lease, each month while Contractor is providing Construction Services, District shall pay to Contractor a Progress Payment. Each Progress Payment shall comprise a sum equal to ninety percent (90%) of the value of the construction service work performed from the first through the last day of the previous month, less the aggregate of previous payment. The remaining ten percent (10%) shall be withheld by the District, either in its own accounts or in accordance with the requirements of Article 14 of these Construction Provisions.

Progress Payments shall be made pursuant to estimates of progress on the Project ("Progress Payment Application"), subject to the review and approval of the District, Architect and Project Inspector, or any other approved representative of the District ("Reviewers"). Progress Payment Application shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District. Contractor shall provide along with each application for a Progress Payment an estimate of the amount of the next Progress Payment, which may not exceed the estimate by more than ten percent (10%). Each Progress Payment Application must be filed before the fifth day of the month during which payment is requested by the Contractor. The estimates of work completed are acknowledged and understood to comprise estimates, only, such that no inaccuracy or error in said estimate shall release Contractor or any bondsman from the obligation to furnish and complete such work, or prevent District from enforcing each and every provision of these Construction Provisions, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work that is deemed by any Reviewer to be incomplete, not conforming to the Construction Documents or otherwise defective. District shall withhold from the Progress Payments one hundred fifty percent (150%) of the estimated value of work that is deemed by any Reviewer to be incomplete, not conforming to the Construction Documents or otherwise defective unless satisfactorily corrected or remedied.

If all of the information (including the schedule of values) deemed necessary by the Reviewers for such review of a Progress Payment Application is submitted by the Contractor, and all information in and submitted with the Progress Payment Application is deemed accurate by the Reviewers, District shall approve the Progress Payment Application. The District shall either approve the entire Progress Payment Application, approve portions of the Progress Payment Application and return it with identification of those amounts not approved and in dispute, or return it with specific requirements for additional information or corrections to information within fifteen (15) business days after District's receipt of the Progress Payment Application. If the Progress Payment

Application is approved by the District, the District shall pay the approved amounts of such Progress Payments within fifteen (15) business days after the District's approval of the periodic estimate for partial payment.

Notwithstanding the above, after fifty percent (50%) of the Construction Services work has been completed, as determined by the Architect, the District, in its sole discretion, may increase any remaining Progress Payments to ninety-five percent (95%) of the value of the construction work performed for that applicable pay period.

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

Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District upon payment therefor from the District. However, responsibility for the care, storage and protection of all materials and/or work of this contract shall remain with Contractor until incorporated into the Project and accepted by District pursuant to section 14 herein; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of the Facilities Lease; and Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to the District or its authorized representative. References to equipment herein include equipment to become fixtures on the Project, or otherwise provided for the Project pursuant to the Construction Documents, but do not include Contractor's tools and construction equipment.

13. PAYMENTS WITHHELD

a. In addition to any other sums subject to withholding under these Construction Provisions District may withhold from the Progress Payments a sufficient amount or amounts (to a maximum of 150%) as in its judgment may be necessary to cover:

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

(2) Defective work not remedied;

(3) Failure of Contractor to make proper payments to its subcontractor for material or labor;

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

(5) Poor quality or improperly executed work;

(6) Damage to another contractor;

(7) Site clean-up.

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

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

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

The Project shall only be considered complete after the District's Board formally accepts completion of the Project and the District records a Notice of Completion for the Project. District shall have no obligation to accept completion of the Project until the entire work, including all punch list items been completed to the satisfaction of the District and all close-out documents, including, but not limited to, Record Drawings, Operation and Maintenance Manuals and DSA-required forms have been provided to the District, and staff training has been completed to the satisfaction of the District. Architect and Project Inspector, and any other approved representative of the District, shall determine when the Project is complete. Subject to these Construction Provisions, District will release any retention, less sums withheld pursuant to any good faith dispute relating to the Project, within thirty-five (35) days of recordation of the Notice of Completion. The release of the retention hereunder shall constitute the final Lease Payment, as provided for in the Facilities Lease. Furthermore, District shall make the final Lease Payment within sixty (60) days of Project acceptance, recordation of a Notice of Completion, or the date of occupation, beneficial use, and enjoyment of the Project, accompanied by a cessation of labor, excluding any operation only for testing, startup, or commissioning, whichever comes first.

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

15. PAYMENTS BY CONTRACTOR

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

16. CONTRACTOR'S SUPERVISION

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

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

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

Contractor shall provide a competent project manager and superintendent, as well as their assistants, as identified in the Contractor's Proposal for the Project, or others acknowledged by the District in writing as acceptable to the District, who shall be in attendance at the Site at all times during construction of the Project.

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

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

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

17. DOCUMENTS ON SITE

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

18. PROVISION OF TEMPORARY UTILITIES

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

19. TEMPORARY SANITARY FACILITIES

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

20. PROTECTION OF WORK AND PROPERTY

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

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

c. Contractor shall provide drainage, heat, covering, structures and enclosures as are necessary to protect the Project, including, but not limited to, all improvements, materials, equipment, appliances and tools against damage by weather conditions.

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

e. Contractor shall:

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

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

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

21. CLEAN UP

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

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

22. CORRECTION OF WORK BEFORE ACCEPTANCE

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

b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days thereafter, District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

c. If Contractor fails to correct any damaged work, items of poor quality, or improperly performed work within a reasonable period of time, in no case exceeding ten (10) days after written notice by District, District may deem it inexpedient to correct such work and at the District's sole discretion, the value of such work shall be deducted from any payments due Contractor and the District shall not be responsible for the payment of such amount.

23. CONTRACT CLOSE-OUT

a. Utility Connections. All buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

b. Record Drawings.

(1) Contractor shall keep one complete set of blue line prints of all drawings in good order and available for inspection. They shall be used only for the purpose intended. Drawings shall be kept up to date as the work progresses and shall be available at all times for inspection.

(2) In addition to keeping the set of blue line prints discussed above, Contractor shall prepare for District an exact "as built" record of the work that records the "as built" conditions of the work throughout the duration of the Project and a final set of "as built" drawings upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls or other fixed points on all record drawings.

(A) Any work not installed as indicated on drawings;

(B) The exact location and elevations of all covered utilities, including valves, cleanouts, etc.;

(C) All CCDs, ASIs, District changes and other modifications to the project shall be incorporated into the "As Built" - "Record" Drawings.

(3) Upon completion of the Project and as a condition precedent to approval of the Project by the District, Contractor shall obtain the District's Inspector of Record's approval of the "as built" prints and employ a competent draftsman to transfer the "as-built" - "record" information to a complete set of "Record Documents". When completed, Contractor shall have one complete set of "Record Documents" made from the corrected drawings of "as-built" - "record" conditions, and both sets shall be delivered to District, along with an electronic form of such documents which is acceptable to the District.

(4) Contractor shall deliver to District three (3) complete sets of operating manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties.

c. Maintenance Manuals. At least ten (10) days prior to final inspection, three (3) copies of complete operations and maintenance manuals shall be submitted for review. All installation, operating, and maintenance information and drawings shall be bound in 8-1/2" X 11" binders. Contractor shall provide a table of contents and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

d. Inspection Requirements.

(1) Before calling for final inspection, Contractor shall determine that the following work has been performed, as applicable to Contractor's work:

- A. All construction has been completed;
- B. Mechanical and electrical work complete, fixtures, in place, connected and ready for start up and test;
- C. Electrical circuits schedule in panels and disconnect switches labeled;
- D. Painting and special finishes complete and clean;
- E. Doors complete with hardware, cleaned of protective film and relieved of sticking or binding and in working order;
- F. Tops and bottoms of doors sealed, if needed;

- G. Broken glass replaced and glass cleaned;
- H. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site;
- I. All cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
- J. Finish and decorative work shall have marks, dirt and superfluous labels removed.

(2) Final inspection will be made upon written notification from Contractor to District that all work has been completed. Contractor shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from Contractor that all items have been corrected, re-inspection for final acceptance of the Project will be made. Failure of Contractor to complete punch list items will necessitate further re-inspection. Costs of re-inspection will be deducted from Guaranteed Maximum Price.

(3) Contractor shall coordinate and schedule training sessions for District personnel and verify that any Subcontractor's obligations to train District personnel is satisfied. Contractor shall furnish a letter to District stating that the responsible District staff, designated in writing by the District, have been instructed in working characteristics of mechanical and electrical equipment.

e. **Reporting Requirements.** Contractor shall assist the District to prepare and submit the final Project accounting and all close-out reports including all DSA, CDE, SAB and OPSC forms.

f. **Post Construction Follow-up Requirements.** Contractor shall provide the District with post construction follow-up for contractor warranty and guarantee items. Contractor shall coordinate with the Architect shall follow-up approximately two years from that date which is the later of: 1) the occupancy by District of a substantially completed Project, or 2) the date of the filing of the Notice of Completion of the Project, in order to fully assess and identify any pertinent issues associated with the Project.

24. ACCESS TO WORK

District and its representatives shall at all times have access to the work of the Project. Contractor shall provide safe and proper facilities for such access. District representatives shall check in with the Project Superintendent and observe all safety requirements of Contractor. All persons entering the Site shall comply with Contractor's safety requirements as defined in Contractor's job site specific safety plan, Injury and Illness Prevention Plan and Subcontractor Injury Prevention Plan, while the Site is under the control of Contractor.

25. OCCUPANCY

District reserves the right to occupy portions of the Project before completion of the Project, and such occupancy shall be understood as partial and shall not constitute final acceptance of the Project or any portion thereof pursuant to Public Contract Code section 7107. In the event the District occupies the Project at any time prior to final, formal acceptance by the Board, the Contractor shall schedule, coordinate, and assist the District in occupancy of the completed Project or portions thereof.

26. DISTRICT'S INSPECTOR

a. One or more inspectors employed by District (the "Inspector" or "Inspector of Record") in accordance with requirements of Title 21 and Title 24 of the California Code of Regulations will be assigned to the work. The Inspector's duties are specifically defined in section 42 of Title 21.

b. Inspector and special inspection personnel shall have access to all plant operations involving work under the Construction Provisions and Facilities Lease and shall be provided reasonable advance notice of the time and place of operations which the Inspector and/or special inspection personnel desire to observe. Such inspectors shall be provided with all necessary samples of materials and work for testing purposes.

All work shall be under observation of the Inspector. Inspector shall have free access to any or all parts of the Project at any time. Inspection of work shall not relieve Contractor from any obligation to fulfill the Facilities Lease. District's Inspector shall have authority to stop or reject work whenever there is a violation of the California Building Code, Title 24, the Field Act, or if provisions of the Construction Documents are not being complied with. In such an event, the Contractor shall instruct its employees or subcontractors accordingly.

Contractor shall coordinate the activities of the Inspector for the Project, as well as the activities of other technical inspections and testing agencies.

27. INSPECTOR'S FIELD OFFICE

[THIS SECTION INTENTIONALLY LEFT BLANK.]

28. PERFORMANCE/PAYMENT BONDS

Prior to commencement of any construction services, Contractor shall furnish performance and payment bonds, each in an amount equal to the Guaranteed Maximum Sum on the forms provided herewith, or on forms containing substantially the same terms. All bonds shall be provided by a California admitted surety as defined in Code of Civil Procedure section 995.120. Personal sureties and unregistered sureties are unacceptable. Contractor shall keep the performance bond in effect until expiration of the guarantee/warranty period referenced herein. Contractor shall keep the payment bond in effect for an additional six (6) months after the period in which stop notices may be filed as set forth in Civil Code section 3184.

**29. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE;
DAMAGE TO WORK**

The District does not elect to implement an O.C.I.P. Therefore, Contractor shall perform as follows:

a. Contractor shall take out and maintain at its sole cost and expense during the term of work performed hereunder public liability and property damage insurance in the following amounts:

(1) Comprehensive general liability insurance including Contractor's risk, blanket contractual, broad form property damage, completed operations and independent contractor's liability all applicable to personal injury, bodily injury, and property damage to a limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.

(2) Comprehensive automobile liability insurance including owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.

b. Contractor shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance and comprehensive automobile liability insurance in an amount of \$1,000,000 each occurrence and \$1,000,000 aggregate.

c. All insurance policies must be issued by California admitted insurers. Alternatively, a non-California admitted insurer may be accepted at the sole discretion of the District.

30. ALL RISK INSURANCE

Contractor shall take out and maintain, until the District accepts the Project, All Risk (Contractor's Risk) insurance on all work subject to loss or damage in an amount equal to the Guaranteed Maximum Sum or the replacement construction cost, whichever is greater. Such insurance must be issued by a California admitted insurer. The premium for such policy shall be a line item within the Guaranteed Maximum Sum.

31. PROOF OF CARRIAGE OF INSURANCE

Upon execution of the Facilities Lease, Contractor shall have obtained all insurance and endorsements for such insurance, which shall have been delivered in duplicate and approved by District.

a. Endorsements and insurance policies shall include this following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation or reduction, and any such cancellation or reduction may not be less than thirty (30) days after the date of receipt of notice."

b. Endorsements shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice requirements.

c. Endorsements shall clearly state that the District and Inspector of Record are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. All endorsements must be provided in a form deemed suitable to the District, in its sole and absolute discretion.

32. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by District, unless otherwise specified. Building licenses shall be secured and paid for by Contractor and subcontractors.

33. EXCISE TAXES

Contractor shall pay all applicable local, state and federal taxes on all labor, materials and services provided for the Project.

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District.

34. PATENTS AND ROYALTIES

Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

35. INDEMNITY

a. Indemnification of District.

(1) Contractor agrees to and does hereby indemnify, defend and hold harmless District, its officers, agents, Inspector of Record, and their employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may arise out of Contractor's construction of the Project including without limitation the following:

(A) Liability for damages for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense arising from the above, sustained by

any person or entity, including without limitation, District, the Contractor or any person, firm, or Contractor employed by either District or Contractor upon or in connection with the Project, except for liability resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or Contractor employed by Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or Contractor, including District, arising out of, or in any way connected with Contractor's performance, whether said injury or damage occurs either on or off District property, or if the liability arose from the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract. District agrees to and does hereby indemnify, defend and hold harmless Contractor, its officers, agents and employees from any claim or demand for liability for death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage expense resulting from the active and primary negligence or willful misconduct of District, its officers, employees, agents or independent contractors who are directly employed by the District.

(C) Any dispute between Contractor and Contractor's subcontractors/suppliers/sureties, including, but not limited to, any stop notice actions.

Contractor, at its own expense, cost and risk, shall defend any and all actions, suits, claims, demands or other proceedings to the extent of the above-described indemnification that may be brought or instituted against District, its officers, agents, or employees, and shall pay or satisfy any judgment that may be rendered against District, its officers, agents, or employees in any action suit or other proceedings as a result thereof.

(2) Contractor shall require that indemnity language in substantially the same form as set forth above be inserted in any agreements with its subcontractors.

(3) Where approval by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, and industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

b. Indemnification of Contractor. District represents that it has authority under California Education Code section 17406 to enter into the Site Lease and the Facilities Lease.

District hereby agrees to indemnify, hold harmless, and defend Contractor, its employees, officers, agents, and subcontractors from any action taken by any person or entity attempting to challenge the propriety or legal authority of District to enter into the Construction Provisions, the Site Lease or the Facilities Lease.

District further agrees to pay all costs of any kind, including but not limited to attorneys fees, discovery costs, investigative costs or costs of experts, to defend such actions described above, and to pay all judgments or fines assessed or rendered against Contractor in any such action.

36. TESTS AND INSPECTIONS

With respect to any work which is required to be specially tested or approved, Contractor shall give notice of its readiness for observation or inspection at least two (2) working days prior to being tested or approved, and in every case prior to being covered up. If inspection is by authority other than District, Contractor shall inform District of the date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with contract. Costs of tests of any materials and inspection of any work found to be not in compliance with the Construction Provisions and Facilities Lease shall be paid for by Contractor.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.

Contractor shall notify District a sufficient time in advance of manufacture of materials to be supplied under these Construction Provisions, which must be tested according to the terms of these Construction Provisions or any provision of law, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work without prior approval of District and subsequent testing and inspection.

Re-examination of questioned work may be ordered by District and, if so ordered, work must be uncovered by Contractor. If such work is found in accordance with the Construction Documents, District shall pay costs of re-examination and replacement. If such work is not found to be in accordance with the Construction Documents, Contractor shall pay such costs.

37. MATERIALS

a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to complete the Project within the specified time.

b. Unless otherwise specified, all materials shall be new and meet or exceed the quality of materials specified and all workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required.

d. No materials, supplies, or equipment for work under this Facilities Lease shall be purchased subject to any chattel mortgage, or under a conditional sale or other agreement by which any interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon, to District free from any claim, liens or charges. Contractor further agrees that neither it nor any person, firm or contractor, supplier or otherwise furnishing any materials or labor for any work covered by the Construction Provisions shall have any right to lien the premises or any improvement of appurtenances thereon, except that Contractor may install metering devices or other equipment of the utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District of the owner of such equipment.

e. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor held by District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work, even when no formal contract is entered into for such material.

f. Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.

g. Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the District. The required testing of all structural materials shall be done by an approved testing laboratory.

38. CLAIMS

If Contractor shall claim compensation for any damage sustained by reason of any act(s) or omission(s) of the District or its agents, Contractor shall, within five (5) business days after sustaining such damage, make to the District a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Contractor shall file with the District an itemized statement of the details and amount of such damage and unless such statement shall be made as required, Contractor's claim for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage. Contractor expressly acknowledges and agrees that this provision shall not be waived or otherwise modified by any communication not rendered to the Contractor in writing by the District.

39. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among Contractor's employees, subcontractors, suppliers and all other invitees to the Site and shall not employ or allow the employment on the work of any unfit person or anyone not skilled in work assigned to Contractor.

b. Contractor shall remove from the Site any person in the employ of Contractor or any subcontractor or supplier whom District may deem incompetent or unfit and such worker shall not again participate in the work and shall not again be employed on it except with written consent of District.

c. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its subcontractors report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Site is not affected thereby). Contractor shall advise its employees, subcontractors, suppliers and invitees of these requirements before they enter on the Site and shall immediately remove from the Site any person in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its subcontractors, suppliers and other invitees.

d. Unless exempted, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of all employees who may have contact with the District's pupils. Contractor shall also ensure that its subcontractors on the Project also comply with the requirements of Education Code sections 45125.1 and 45125.2.

40. WAGE RATES

a. Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the contract.

Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code section 1773.1 apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes when the term "per diem wages" is used herein.

b. Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements in accordance with Labor Code section 1773.1.

c. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

d. Each worker of Contractor and any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractors and such workers.

e. Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

f. Copies of the determined prevailing wage rates are on file and available upon request at the District's office. District shall provide Contractor with current prevailing wage rates, in writing. Contractor shall post, at an appropriate conspicuous point on the Site, a schedule showing all determined general prevailing wage rates.

g. Any worker employed to perform work on the Project which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

41. RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

a. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the

Facilities Lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

c. Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Contractor awarded the contract or performing the contract shall not be marked or obliterated.

e. Contractor shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

f. In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of TWENTY-FIVE DOLLARS (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

g. The responsibility for compliance with this Article shall rest upon Contractor.

42. HOURS OF WORK

a. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

b. Contractor shall pay to the District a penalty of TWENTY-FIVE DOLLARS (\$25.00) for each worker employed in the execution of these Construction Provisions by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

c. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District, unless otherwise agreed to by the parties.

d. Construction work under the Construction Provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Contractor and in compliance with applicable ordinances.

43. APPRENTICES

a. All apprentices employed by Contractor to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at section 3070), Division 3 of the Labor Code, are

eligible to be employed under these Construction Provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

b. When Contractor or any subcontractor under Contractor, in performing any of the work under the Construction Provisions, employs workers in any apprenticeable craft or trade, Contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the public work, for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Contractor or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in section 1777.5, of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

c. "Apprenticeable craft or trade" as used in Labor Code section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

d. Contractor, or any subcontractor which, in performing any of the work under this Facilities Lease, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Site of the public work, to which fund or funds other contractors in the area of the Site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Contractor employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Contractor or subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code section 227.

e. The responsibility of compliance with Labor Code section 1777.5 and this Article for all apprenticeable occupations is with Contractor.

f. The interpretation and enforcement of sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

44. WORKERS' COMPENSATION INSURANCE

Contractor shall provide, at all times in which it is providing or performing any work on the Project, at its sole cost and expense, workers' compensation insurance for all of the employees engaged in work under the terms hereof. In case any of Contractor's work is sublet, Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Contractor's insurance. In case any class of employees engaged in work under this Facilities Lease, on or at the Site of the Project is not protected under Workers' Compensation laws, Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employee, not otherwise protected. Contractor shall file with the District certificates of all insurance required under this section. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of section 3700 of the Labor Code.

45. CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

An authorized officer of Contractor shall sign under penalty of perjury, date and notarize the certificate provided herewith verifying that the Contractor is in compliance with the provisions of section 3700 of the Labor Code, before commencing performance of the work of these Construction Provisions.

46. ASSIGNMENT

Contractor shall not assign Contractor's obligations set forth in these Construction Provisions or any part thereof.

47. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of Contractor's legal entity, Contractor shall first notify the District in order that proper steps may be taken to have the change reflected in all corresponding legal documents.

48. WARRANTY/GUARANTEE

a. Neither final payment nor any provision in the Construction Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work done and facilities constructed pursuant to these Construction Provisions will be free of faulty materials or workmanship and hereby agrees to take action, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending two years after the Notice of Completion date for the Project. The foregoing warranty of Contractor applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty

of Contractor does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply.

b. In the event of failure of Contractor to comply with above mentioned conditions and commence repairs within five (5) business days after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor who hereby agrees to pay reasonable costs and charges therefor immediately on demand. Contractor shall commence any required repair work within five (5) business days of notice and Contractor shall continue diligently to completion without interruption until complete.

c. If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction and the reasonable cost shall be charged against Contractor. Such action by the District will not relieve Contractor of the guarantee provided in this Article or elsewhere in this contract.

d. This Article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee and warranty certificates upon completion of the Project.

49. SUBCONTRACTING

Contractor agrees to bind every subcontractor by the terms of these Construction Provisions as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of these Construction Provisions, Contractor shall be as fully responsible to District for acts and omissions of each subcontractor and of persons either directly or indirectly employed by subcontractor, as Contractor is for acts and omissions of persons directly employed by it. Nothing contained herein shall create any contractual relation between any subcontractor and District.

50. ASSIGNMENT OF ANTITRUST CLAIMS

Pursuant to section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor and its subcontractors offer and agree to assign to the District all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the District tenders final payment to Contractor, without further acknowledgment by the parties.

51. COST BREAKDOWN, PERIODIC ESTIMATES & FINAL ACCOUNTING

Contractor shall furnish on forms approved by District:

- a. As soon as practical, a detailed estimate giving a complete breakdown (including a schedule of values) of the Guaranteed Maximum Sum; and,
- b. A periodic itemized estimate of work done for purpose of making Progress Payments for the Project pursuant to Article 11 of these provisions. Such estimate shall include a schedule of values.
- c. Within ten (10) days of request by District, a schedule of the estimated time for Progress Payments which shall be due to Contractor under the Construction Provisions.

Contractor shall provide a full, final accounting of all expenditures and revenues accrued to Contractor on the Project according to the procedures set forth in the California Uniform Public Construction Cost Accounting Policies and Procedures Manual, or as otherwise directed by District in writing, to include all evidence of all such expenditures and revenues. This accounting shall comport with Contractor's final claim for payment on the Project, subject to the California False Claims Act set forth under Government Code section 12650 et seq. Evidence supporting the accounting shall include, but not be limited to, all Contractor's documentation of its costs in performing the Construction Services, including, but not limited to:

- a. Payroll, including all records of time worked on the Project by Contractor's personnel;

- b. General Ledger, including all payments, debits, receipts and credits;
- c. Accounts Payable;
- d. Accounts Receivable, other than from the District;
- e. Invoices, including, but not limited to, subcontractor invoices;
- f. Amortization of expenses.

Contractor also shall cooperate fully, completely and timely with any auditing or accounting person or entity designated by the District with regard to any kind of analysis of the final accounting, to include any outside auditor or accountant with which the District is cooperating, and shall produce any additional documentation reasonably required by such persons for their work. All unused amounts within the Guaranteed Maximum Sum shall remain the property of District and be reflected on Contractor's final application for payment.

52. LAYOUT AND FIELD ENGINEERING

All field engineering and surveying required for laying out the Project and establishing grades for earthwork operations shall be furnished by Contractor at its expense. Such work shall be done by a qualified engineer. Any required "As-built" drawings of Site development shall be prepared by a qualified engineer at Contractor's expense. The District shall confirm the location of the corners of the Site and benchmarks.

53. CUTTING AND PATCHING

Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly.

54. SOILS INVESTIGATION REPORT

Upon completion of the Geotechnical Report and the grading work, Contractor acknowledges that it has and will make a further thorough visual examination of the Site. Contractor will review the Project and the Geotechnical Report, if any, for the Site. No claims for allowances or damages because of Contractor's failure to adequately acquaint itself with the conditions of the Site will be recognized.

The Geotechnical Report provided, if any, is based upon limited sampling at the Site. Any information obtained from such report or any other information given on drawings as to subsurface soil conditions or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of the Project, the Contractor encounters subsurface conditions which differ materially from those indicated in any Geotechnical Report provided, then the Contractor shall notify the District within five (5) calendar days of discovery of the condition. Any modifications to the Construction Documents related to discovery of such materially differing Site

conditions and resulting impacts on the Scope of Work shall be made only in strict accordance with Article 8 of these Construction Provisions, and any related changes in the cost of the Project shall not result in any increase in the Guaranteed Maximum Sum, but will be funded exclusively if at all, from the Contingency Fund in accordance with Article 4 of these Construction Provisions. The Contractor agrees that no claim against District will be made by the Contractor for damages or loss of any kind related to such materially differing Site conditions, and hereby waives any rights to damages or recovery for any loss in the event the Contractor fails to notify District within the period stated in this Article 54, or in the event that any increase in the cost of the Project related to such materially differing Site conditions exceeds the amount then remaining in the Contingency Fund such that such materially differing Site conditions shall not result in any increase in the Guaranteed Maximum Sum.

WARNING: District does not warrant the soils or geological conditions at the Site. Any Geotechnical Report is provided for informational purposes, only, and is expressly understood to reflect the professional judgment of the entity that prepared it based on limited sampling and observation and may not be comprehensive or accurate in any of its findings or implications. Contractor acknowledges and agrees that it has conducted an independent investigation of the Site and the soils and geological conditions of the Site adequate for the Contractor to assume the risk that the soils and/or geological conditions at the Site may vary from the information provided to the Contractor. District does not warrant the soils or geological conditions of the Site and Contractor is fully responsible to ascertain all Site conditions for the purposes of determining construction means and methods and Project costs prior to entering into the Facilities Lease. While a Geotechnical Report may be bound with or otherwise physically attached to or integrated into the Construction Documents, the parties acknowledge and agree that no Geotechnical Report is a Construction Document, but that such inclusion is for convenience, only.

55. TRENCH EXCAVATION

This Article shall pertain to all Construction comprising the excavation of any trench or trenches four (4) feet or more in depth.

If applicable, Contractor shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches four (4) feet or more in depth. Contractor's plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that Contractor's registered civil or structural engineer certifies that the plan complies with the current and applicable CAL-OSHA Construction Safety Orders, or stating that Contractor's registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. No excavation of any such trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittals shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

Nothing in this Article shall relieve Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions adequate for worker protection. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon District, its Board, or any of its employees.

In relation to digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground, Contractor shall comply with the following requirements, and include similar provisions in any contract for the Project, which involves digging trenches or other excavations:

(a) The Contractor and all of its subcontractors shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Subsurface or latent physical conditions at the Site differing from those indicated;

(3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Provisions.

(b) The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Construction Provisions, but shall proceed with all work to be performed under the Construction Provisions. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

56. REGIONAL NOTIFICATION CENTER

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to

contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by Contractor unless such an inquiry identification number has been assigned to Contractor or any subcontractor of Contractor and the District has been given the identification number by Contractor.

“Emergency” shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. “Unexpected Occurrence” includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code section 4216).

57. UTILITIES - INVESTIGATION

No excavations were made to verify the locations of any underground utilities. Since the Project is being constructed pursuant to Education Code section 17406, Contractor shall be responsible for the investigation of the Site with respect to any underground utilities including, without limitation, trunk, mainline and service utilities. It shall be the responsibility of Contractor to determine, within reason, the exact location of all utilities. Contractor shall make its own reasonable investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities.

58. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor performs any work which is contrary to any law, ordinance, rule or regulation, Contractor shall bear all costs and expenses arising therefrom. These Construction Provisions, the Site Lease, the Facilities Lease and the relationship of the parties shall be governed by California law. Venue for any action or proceeding shall rest in the County where the Project is located.

59. NOTICE AND SERVICE

a. Any notice from one party to the other under the Construction Provisions shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. The District's representative is the District's Superintendent or any other party, as designated by the District's Superintendent in writing to Contractor. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to District, by personal delivery thereof to District or by depositing same in the United States mail, enclosed in a sealed envelope addressed to District, postage prepaid and registered.

(2) If notice is given to Contractor, by personal delivery thereof to said Contractor or to its foreman at the Site, or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to said Contractor at its regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.

60. DISTRICT'S RIGHT TO ASSIGN CONTRACTOR'S OBLIGATIONS

a. If Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any approved extension thereof, or fails to complete said work within such time, or if Contractor should be adjudged as bankrupt, or file for bankruptcy or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time

is provided, to supply enough properly skilled workmen or proper materials to complete the Project in the specified time, or if Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of the District, or otherwise be guilty of a substantial violation of the Construction Provisions, or if Contractor or its subcontractors should violate any other provisions of the Construction Provisions, then the District may, without prejudice to any other right or remedy, serve written notice of default reserving the right to assign ("Notice of Assignment") upon Contractor and its surety of District's intention to require Contractor to assign Contractor's obligations pursuant to these Construction Provisions (the "Obligations") to a party as designated by the District due to Contractor's default. Such notice shall contain the reasons for the default and Notice of Assignment and unless within twenty (20) days after the service of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made by Contractor or in the event that Contractor fails to cease such violation and make, in the District's sole discretion, satisfactory arrangements for the correction thereof, upon written notice from District, Contractor shall not be entitled to receive any further payment as set forth in these Construction Provisions, except as provided for in Article 60(b) of these Construction Provisions, and District shall have the absolute right to designate an assignment of the obligations from Contractor to another party and Contractor hereby consents to such assignment.

In the event of any such written notice thereof upon surety and Contractor, surety shall have the right to take over and complete the Project by giving the District written notice of such within fifteen (15) days after service upon it of the Notice of Assignment. If the surety fails to commence performance thereof within thirty (30) days from the date of such notice, the District may require that Contractor and/or the surety assign the obligations to a party designated by the District. The District may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to Contractor as may be on the site of the work and necessary therefor.

b. If such expenses incurred by on on behalf of District to complete the Project shall exceed such unpaid balance, Contractor shall pay the difference to District within sixty (60) days of recordation of the Notice of Completion for the Project or other written request for payment.

c. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

61. TERMINATION OR ASSIGNMENT FOR CONVENIENCE

Contractor's obligations to construct the Project according to these Construction Provisions and the associated Site and Facilities Leases may be terminated or assigned to another party at District's sole election and discretion, without cause, upon fourteen (14) days written notice to Contractor, if District determines it is in the best interests of the District. In the event of such termination or assignment without cause, the District shall pay Contractor for all services performed and all expenses incurred under these Construction Provisions supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination or assignment, plus any sums due Contractor for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination or assignment,

consideration shall be given to both completed work and work in process of completion whether delivered to the District or in the possession of Contractor. Following District's receipt and audit of complete documentation, and determination of the amount due Contractor hereunder, Contractor will also be paid three percent (3%) of the sum of those amounts previously paid Contractor and those due Contractor at the time of termination, or three percent (3%) of the remaining contract balance, whichever is less. This three percent (3%) payment is agreed to compensate Contractor for the actual level of completion reached and is consideration for District's ability to terminate or assign the contract.

62. CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the work or the interpretation of the Construction Provisions, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion conditioned only on District's payment of undisputed amounts. If the dispute is not resolved, Contractor agrees it will neither rescind the Facilities Lease, nor stop the progress of the work on the Project.

63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in these Construction Provisions shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

64. NON-DISCRIMINATION

Pursuant to the provisions of Labor Code section 1735, Contractor and its subcontractors shall not unlawfully discriminate in the employment of persons on the Project because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation.

65. INDEPENDENT CONTRACTOR

Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become an employee of the District.

66. LIEN RELEASES

a. If a lien or stop notice of any nature should at any time be filed against the Project, the Site or any District property, or both of them, by an entity which has supplied material or services at the request of Contractor or subcontractor or supplier to Contractor, Contractor shall promptly, on demand by District and at Contractor's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom, or secure and file a security bond covering one hundred twenty-five percent (125%) of the amount of such lien or stop notice.

b. If Contractor fails to furnish satisfactory evidence to the District within ten (10) calendar days after demand by the District that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Contractor.

c. Contractor shall, at its own cost, defend, indemnify and hold harmless the District, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, arising from or attributable to a lien or stop notice filed and/or severed in connection with the Project.

67. ARBITRATION

Any controversy or claim arising out of or relating to the Site Lease or Facilities Lease shall be settled by binding arbitration in the County where the Project is located in accordance with the arbitration rules of the Superior Court of California (the "Arbitration Rules"). To the extent that the provisions within this Article do not conflict with the Arbitration Rules, the parties agree to all of the provisions set forth in this Article. If requested, the parties agree to permit Architect to participate in any arbitration. If the parties are unable to agree on the arbitrator within thirty (30) days of the receipt of a written request for arbitration, they shall request that the presiding judge of the Superior Court designate one. The District shall pay one-half of the cost of the arbitration and Contractor shall pay one-half of the cost of arbitration or if Architect participates in the arbitration, each party shall pay one-third of the cost of arbitration. Each party shall be responsible for its own attorney's fees and costs as to any such arbitration. Any arbitrator chosen or designated must have experience in public works construction issues. Notwithstanding anything to the contrary, once a written request for arbitration has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act, as amended, even if an action has not been filed.

68. LABOR/EMPLOYMENT SAFETY

Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

69. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

70. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

a. Contractor shall comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit") for all construction activity which results in the disturbance of in excess of one (1) acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. A copy of the Permit and supporting rules and orders by the State Water Board shall be provided to the District by Contractor. Contractor shall provide a draft of the Storm Water Pollution Prevention Program ("SWPPP") for the project to District. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP prior to entering into the Contract for the Project and providing the Guaranteed Maximum Sum. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Guaranteed Maximum Sum.

b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District, and appropriate regulatory agencies.

c. Contractor shall comply with the lawful requirements of any applicable municipality, county, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify, defend and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence or willful misconduct of District, its officers, agents or employees. District may seek damages from Contractor for delay in completing the Project in accordance herewith, including damage caused by Contractor's failure to comply with Permit requirements.

71. COMPLIANCE WITH DTSC GUIDELINES - IMPORTED SOILS

If the Project requires the use of imported soils, Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with all local applicable regulations, and when applicable, with the guidelines of the Department of Toxic Substances Control ("DTSC").

72. NO ASBESTOS

a. Contractor shall execute and submit a Certificate Regarding Non-asbestos Containing Materials.

b. Should asbestos containing materials be installed by Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing materials or equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency ("EPA").

2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. If removal of asbestos containing materials is part of the Project, the costs of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal sustained by Contractor, the costs of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by Contractor.

d. **Hold Harmless:** Interface of work for the Project with work containing asbestos shall be executed by Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Facilities Lease, Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. Contractor further agrees to instruct its employees with respect to the above-mentioned standards, hazards, risk and liabilities.

73. DISABLED VETERAN BUSINESS ENTERPRISES

The Contractor shall endeavor, reasonably and in good faith, to comply with Disabled Veteran Business Enterprise ("DVBE") contracting goals. In accordance with Education Code section 17076.11, the District has a DVBE participation goal of three percent (3%) per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. Contractor must make a good faith effort to contact and solicit DVBE contractors and suppliers to offer bids for performance of parts of the Project.

The Contractor is not required to actually contract with DVBE firms for any specific portions or quantities of work or provision of supplies to the Project, or at all, as long as Contractor's efforts to secure qualified DVBE subcontractors and suppliers is undertaken reasonably and in good faith. Reasonable, good faith efforts are demonstrated by evidence of the following:

- a. Contact was made with the District regarding the identification of qualified, certified DVBEs;
- b. Contact was made with other state agencies and with local DVBE organizations to identify qualified, certified DVBEs;
- c. Advertising was published in trade papers and papers focusing on solicitation of DVBE participation in the Project;
- d. Invitations to bid were submitted to qualified, certified DVBE contractors; and/or
- e. Available qualified, certified DVBEs were considered.

Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE contractors and suppliers in the Project on the form provided.

Information regarding certified DVBE firms can be obtained from the Office of Small Business and DVBE Services ("OSDS") at (800)559-5529 as well as the OSDS website at www.pd.dgs.ca.gov/smbus. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. The Contractor is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the District.

74. NON-COLLUSION AFFIDAVIT

Contractor shall submit, under penalty of perjury, on the form provided, the affidavit of non-collusion required by Public Contract Code section 7106.

75. TIME IS OF THE ESSENCE

In all cases where provision is made in these Construction Provisions, including all documents and obligations incorporated herein by reference, for the time of performance of any obligation, time is of the essence. Performance of each obligation in strict accordance with the stated time of performance of the obligation is understood and acknowledged to be a separate and distinct material obligation of the parties.

EXHIBIT D
TO FACILITIES LEASE DATED JUNE 16, 2010
ATTACHMENT #1

Construction Documents

Civil

CVR-Project Cover Sheet
C0.0 - Overall Site Plan, Legend, Abbreviations
C0.1 - Topographic Survey
C0.2 - Topographic Survey
C1.0 - Site Access Plan
C1.1 - Demolition Plan
C1.2 - Demolition Plan
C2.1 - Grading Plan
C3.1 - Utility Plan
C4.1 - Erosion and Sediment Control Plan
C5.1 - Details
C5.2 - Details

Landscaping

L1.1 - Landscape Planting Plan
L1.2 - Landscape Planting Plan
L2.1 - Sprinkler Irrigation Plan
L2.2 - Sprinkler Irrigation Plan
L3.1 - Sprinkler Irrigation Details

Specifications

02810 - Sprinkler Irrigation System
02900 - Landscaping

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

This document is recorded for the benefit of the
Center Joint Unified School District, and recording is
fee exempt under Section 6103 of the Government
Code.

**SITE LEASE
CENTER HIGH SCHOOL BASEBALL FIELDS RENOVATION PROJECT**

by and between

**CENTER JOINT UNIFIED SCHOOL DISTRICT
as Lessor**

and

**ROEBBELEN CONTRACTING, INC.
as Lessee**

Dated as of June 16, 2010

SITE LEASE

THIS SITE LEASE ("Lease") dated as of June 16, 2010 ("Effective Date"), is entered into by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT ("District"), a public school district duly organized and validly existing under the laws of the State of California, as lessor, and ROEBBELEN CONTRACTING, INC., a California corporation duly organized and existing under the laws of the State of California and operating under California Contractors State License Board License No. 734124, as lessee ("Contractor").

RECITALS

WHEREAS, the District currently owns a parcel of land comprising the Center High School campus, located at 8408 Watt Avenue, Antelope, California, of which a portion as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference comprises the subject of this Site Lease (the "Site");

WHEREAS, the District desires to provide for the construction of the Center High School Baseball Fields Renovation Project as more particularly described in Exhibit "A" to the Facilities Lease (defined below), which is incorporated herein by this reference (the "Project");

WHEREAS, the Governing Board of the District (the "Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to the Contractor and by immediately entering into the Facilities Lease under which the District will sublease the Site and the Project from the Contractor;

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

WHEREAS, the Contractor is authorized to lease the Site as lessee and to construct and coordinate the Project on the Site, and has duly authorized the execution and delivery of this Lease; and,

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

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, including Contractor's payment of the sum of One Dollar (\$1.00) to District and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Unless the context clearly requires otherwise, all words and phrases defined in Section 1.1 of the Facilities Lease by and between the District and the Contractor (the "Facilities Lease") dated concurrently herewith shall have the same meaning in this Lease.

ARTICLE II

DEMISING CLAUSES

Section 2.1. Lease of the Site. The District hereby leases to the Contractor, and the Contractor hereby leases from the District the Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Lease. This Lease shall only take effect if the Facilities Lease is executed by the District and Contractor concurrently with execution of this Lease.

Section 2.2. Rental. In consideration for the lease of the Site by the District to the Contractor and for other good and valuable consideration, the Contractor shall pay One Dollar (\$1.00) to the District.

Section 2.3. No Merger. The sublease of the Site by the Contractor to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Site, and the Contractor shall continue to have a leasehold estate in the Site pursuant to this Lease throughout the term hereof.

ARTICLE III

QUIET ENJOYMENT

Section 3.1. The parties intend that the Site will be subleased back to the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District may have under the Facilities Lease to possession and enjoyment of the Site, in the absence of an Event of Default by District, the District hereby covenants and agrees that it will not take any action for additional and related work involved in the same Project on the same Site, to prevent the Contractor from having quiet and peaceable possession and enjoyment of the Site during the term hereof.

ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.1. Waste. The Contractor agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

Section 4.2. Further Assurances and Corrective Instruments. The District and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any necessary supplements hereto and/or further instruments that are reasonably necessary or required for correcting any incomplete, inadequate or incorrect provisions of this Lease, including the description of the Site hereby leased or intended to be, or for carrying out the intention of this Lease and the Facilities Lease.

Section 4.3. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, subject to compliance with section 24 of the Construction Provisions.

Section 4.4. Representations of the District. The District represents and warrants to the Contractor as follows:

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

(b) Authorization. The District has the full power and authority to execute, to enter into and to deliver this Lease and the Facilities Lease, is possessed of full power to own and hold real and personal property and to lease and sell the same, has duly authorized the execution of all of the documents and agreements referenced herein and therein, and is authorized to perform all of its duties and obligations hereunder.

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

Section 4.5. Representations of the Contractor. The Contractor represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence. The Contractor is a California corporation duly organized and existing under the laws of the State of California.

(b) Authorization. The Contractor has the full power and authority to execute, to enter into and to deliver this Lease and the Facilities Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, has duly authorized the execution and delivery of all of the documents and agreements referenced herein and therein, and is authorized to perform all of its duties and obligations hereunder.

(c) No Violations. The execution and delivery of this Lease and the Facilities Lease, and the fulfillment of and compliance with the terms and conditions hereof and thereof,

and the consummation of the transactions contemplated hereby and thereby, do not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Contractor is now a party or by which the Contractor is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Contractor, or upon the Site, except Permitted Encumbrances.

ARTICLE V

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 5.1. Assignment and Subleasing. This Lease may be assigned and the Site subleased, as a whole or in part, by the Contractor only upon the prior written consent of the District to such assignment. District's consent to any proposed assignment may be withheld for any reason, or no reason, in District's absolute discretion.

Section 5.2. Restrictions on District. The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site or any portion thereof during the term of this Lease.

Section 5.3. Liens. Contractor agrees to keep the Site and every part thereof free and clear of any and all liens, including without limitation, pledges, charges, encumbrances, claims, materialmen liens, mechanic liens, Stop Notice claims, and any other claims or liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Site or the Project (collectively "Claims"). The parties acknowledge Contractor cannot prevent subcontractors and suppliers from serving Preliminary 20 Day Notices. Contractor further agrees to pay promptly and fully and discharge any and all such Claims, and to save and hold District free and harmless from any and all such Claims, including without limitation any suits or other proceedings pertaining thereto and any attorney fees, costs and expenses incurred in relation to such Claims.

ARTICLE VI

IMPROVEMENTS

Section 6.1. Title to all improvements made on the Site during the term hereof shall vest subject to the terms of the Facilities Lease.

ARTICLE VII

TERM AND TERMINATION

Section 7.1. Term. The term of this Lease shall commence on the date hereof and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Contractor, or its assignee, all Lease Payments and other payments which are specifically

required under the Facilities Lease, and provided this Lease has not terminated pursuant to Sections 4.3(a) or 4.3(b) of the Facilities Lease.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

If to Contractor: ROEBBELEN CONTRACTING, INC.
1241 Hawks Flight Court
El Dorado Hills, CA 95762
Attn: Terry Street, President

If to District: CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843
Attn: Scott Loehr, Superintendent

With Copies to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO
5776 Stoneridge Mall Road, Suite 200
Pleasanton, CA 94588
Attn: Patrick A. Gunn
pgunn@aalrr.com
(925) 227-9202 (Facsimile)

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

Section 8.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

Section 8.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto, or their respective successors-in-interest.

Section 8.5. Obligations Absolute. The Contractor agrees that the obligations of the Contractor are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

Section 8.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 8.7. Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be in the county where the Project is located.

Section 8.8. Contractor and District Representatives. Whenever under the provisions of this Lease the approval of the Contractor or the District is required, or the Contractor or the District is required to take some action at the request of the other, such approval or such request shall be given for the Contractor by the Contractor Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 8.9. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 8.10. Prior Agreements. This Lease and the corresponding Facilities Lease collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

Section 8.11. Attorney's Fees. If either party brings an action or proceeding involving the Project, or the Site, or to enforce the terms of this Lease or to declare rights hereunder, each party shall bear its own attorney fees and costs.

Section 8.12. Relationship of the Parties. Nothing contained in this Lease shall be construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between District and Contractor, or any other person or entity, or as causing one party to be responsible in any way for the debts or obligations of such other party, person or entity.

Section 8.13. No Implied Waiver. The waiver by District or Contractor of any term, condition, or covenant contained in this Lease shall not be deemed a waiver of any other term, condition or covenant, nor shall either party's consent to any breach be deemed to constitute or imply its consent to or waiver of any subsequent breach of the same term or another term, condition or covenant of this Lease.

Section 8.14. Advice of Counsel. Each party represents that prior to the execution of this Agreement, it had the independent advice of counsel or opportunity to seek such advice, and the party apprised themselves of sufficient relevant data in order that they might intelligently exercise their own judgment in deciding to execute this Agreement.

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

CENTER JOINT UNIFIED SCHOOL DISTRICT

By: _____
Scott Lochr, Superintendent

ROEBBELEN CONTRACTING, INC.

By: _____
Terry Street, President

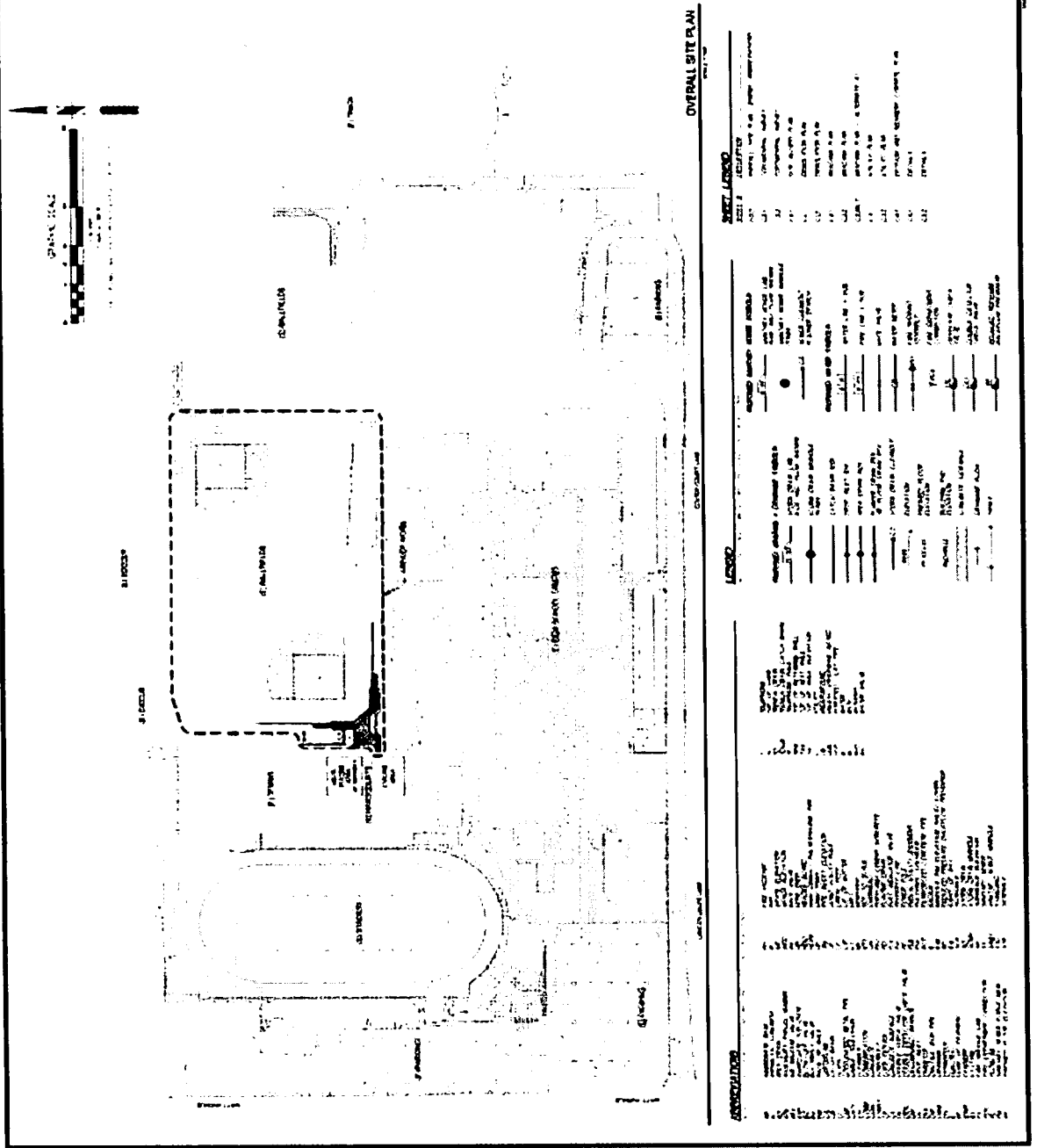
Approved as to form:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Patrick A. Gunn, Legal Counsel for
Center Joint Unified School District

EXHIBIT "A"

DESCRIPTION OF SITE



Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: 06/16/10

Action Item X

To: Board of Trustees

Information Item _____

From: Jeanne Bess *JB*
Director of Fiscal Services

Attached Page _____

SUBJECT:

**Title I, Part A and
Title I, Part A, American Recovery and Reinvestment Act
Waiver Application**

Center Joint Unified School District is in need of a waiver from CDE to carryover more than 15 percent of its Title I, Part A, 2009 and 2010 due to ARRA funding. The District was awarded \$1,008,850 for fiscal year 2009/10 in Title I funds plus \$247,568 in ARRA money.

In an effort to utilize the money to best meet the needs of our students, anticipated carryover of funds from 2009/10 to 2010/11 will be in excess of the \$188,463 allowed.

Recommendation: To approve the application for the Title I, Part A waiver for Fiscal year 2009/10.

CONSENT AGENDA

Local Educational Agency Title I, Part A Waiver Application

January 2010

Submit completed application to:
California Department of Education (CDE) at
TitleIWaivers@cde.ca.gov

LEA Name: Center Joint Unified - 34739730000000

Person Completing This Report: Jeanne Bess

Person Completing Position/Title: Director of Fiscal Services

Contact e-mail Address: jbess@centerusd.org

Contact Phone Number: 916 338-6302

References:

Current local educational agency (LEA) allocations for regular fiscal year 2009 Title I, Part A, funds and the Title I, Part A, American Recovery and Reinvestment Act (ARRA) funds are on the California Department of Education (CDE) No Child Left Behind: Title I, Parts A & D Web page at <http://www.cde.ca.gov/fg/aa/ca/nclbttitlei.asp>.

Directions:

- 1) Select the LEA name from the drop-down menu. Refer to the "Enable Macros" attachment if you experience difficulties with the dropdown.
- 2) Enter the contact information of the person completing this report in the space provided.
- 3) Read the Assurance Statement and Signature page and the assurances related to each waiver request.
- 4) Select the chosen waiver(s) by checking the appropriate box; provide dollar amounts where requested. If you are applying for waiver II(a) or II(b), complete the ARRA LEA Waiver Plan Template located under the Waiver section on the CDE Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.
- 5) Print the application and obtain the signatures of the LEA superintendent and the local governing board president on page 4. Retain this copy of the assurances and any supporting documentation for compliance monitoring purposes.
- 6) A copy of the local governing board agenda and board minutes reflecting approval of the Title I, Part A, LEA Waiver Application will be maintained and made available for compliance monitoring.
- 7) Save this application electronically and send as an e-mail attachment to TitleIWaivers@cde.ca.gov. Please include your LEA name and County-District-School (CDS) code. Remember to attach the ARRA LEA Waiver Plan Template if you are applying for waiver II(a) or II(b).

Center Joint Unified - 34739730000000

The LEA requests the following:

Section I. Waivers of Title I, Part A, Statutory and Regulatory Requirements

- ☐ (a) Exemption from the 14-day school choice parent notification requirement for students enrolled in newly identified program improvement (PI) schools for 2009–10 or schools that anticipated exiting PI during the 2009–10 school year but did not (Elementary and Secondary Education Act [ESEA] Section 1116[b][1][E][i]; 34 *Code of Federal Regulations* [CFR] Section 200.37[b][4][iv]). Please note that this waiver was previously granted for all applicable LEAs by the SBE at its September, 2009 meeting. **The inclusion of this item in the application package, and your response, is for federal reporting purposes only. See assurances for Section I. (a) on page 5 of this application.**
- ☐ (b) To offer SES to schools in PI year one, in addition to public school choice, to eligible students and to count those SES expenditures for eligible students in those schools toward the local educational agency's (LEA's) 20 percent obligation (ESEA Section 1116[b][10] and 34 CFR Section 200.48). See assurances for Section I. (b) on page 6 of this application.

Section II. Waivers Related to Title I, Part A, ARRA Funds

- ☐ (a) To exclude some or all of Title I, Part A, ARRA funding from calculation of the LEA's 20 percent obligation for choice-related transportation and SES ESEA Section 1116[b][10] and 34 CFR Section 200.48[a][2]). See assurances for Section II. (a) on page 7 of this application and complete the ARRA LEA Waiver Plan.

ARRA Amount to be excluded: 0.00

- ☐ (b) To exclude some or all of Title I, Part A, ARRA funding from the calculation of the LEA's 10 percent obligation for professional development (ESEA Section 1116[c][7][A][iii]). See assurances for Section II. (b) on page 8 of this application and complete the ARRA LEA Waiver Plan.

ARRA Amount to be excluded: 0.00

Number of teachers and principals that have received standards-based instructional materials professional development: 0

Number of teachers and principals that have not received standards-based instructional materials professional development: 0

- ☐ (c) To exclude some or all of Title I, Part A, ARRA funding from the calculation of the LEA's 10 percent obligation for professional development for schools in PI (ESEA Section 1116[b][3][A][iii]). See assurances for Section II. (c) on page 9 of this application.

- ☐ (d) To exclude some or all of Title I, Part A, ARRA funding from the calculation of per-pupil amount for SES (ESEA Section 1116[e][6][A] and 34 CFR Section 200.48[c][1]). See assurances for Section II. (d) on page 10 of this application.

ARRA Amount to be excluded: 0.00

- ☒ (e) To request a waiver from CDE to carryover more than 15 percent of its Title I, Part A, 2009 and 2010 allocations due to ARRA funding (ESEA Section 1127[a][b]). See assurances for Section II. (e) on page 11 of this application.

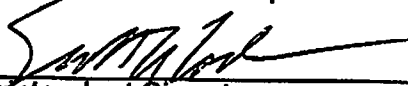
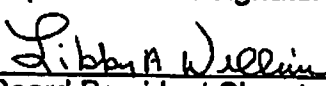
**Title I, Part A – Local Educational Agency (LEA)
Assurance Statement and Signature Page**

The LEA certifies that:

- 1) All applicable state and federal statutory and regulatory requirements will be met by the LEA and information contained in this Title I, Part A, LEA Waiver Application is correct and complete.
- 2) Legal assurances for all individual waiver applications are accepted as the basic legal condition for the operation of programs and assurances with original signatures retained by the LEA for compliance monitoring.
- 3) A copy of the local governing board agenda and board minutes reflecting approval of the Title I, Part A, LEA Waiver Application will be maintained and made available for compliance monitoring.
- 4) Original signatures of the LEA superintendent, or designee, and board president for the Title I, Part A, LEA Waiver Application are on file.
- 5) All compliance items identified in the notification of finding from Categorical Program Monitoring (CPM):
 - a. Have been resolved (no further information is required), or
 - b. Have not been resolved. Justification for not resolving findings and an action plan to resolve the findings is required in the LEA Waiver Plan, Box 1, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.
- 6) Pursuant to *California Code of Regulations*, Title 5, (5 CCR) Sections 4600–4687, all Uniform Complaint Procedure (UCP) actions:
 - a. Have been resolved (no further information is necessary), or
 - b. Have not been resolved. Justification for not resolving actions and an action plan to resolve the actions is required in the LEA Waiver Plan, Box 2, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Waiver Application is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Waiver Application are on file. I further certify that, upon approval of any waiver requests by the SBE, necessary revisions of the LEA Plan will be submitted for local board approval.

In addition, the LEA agrees to submit a report to the California Department of Education (CDE) on June 1, 2010, that: (1) describes the uses of each waiver by the LEA or by its schools; (2) describes how schools continue to provide assistance to the same populations served by the program(s) for which the waiver was granted; and (3) evaluates the progress of the LEA and of schools in improving the quality of instruction or the academic achievement of students. The CDE will provide directions and guidance pertaining to the LEA submission of the report.

	<u>5/26/10</u>
Superintendent Signature	Date
	<u>5/28/10</u>
Board President Signature	Date

Web page of the LEA Plan:

**Section I. (a)
Waiver of the Title I, Part A Statutory
and Regulatory Requirements**

Local Educational Agency (LEA) Waiver Application to implement a one-year waiver of the 14-Day notice requirement only in schools that are newly identified for Program Improvement (PI) for the 2009–10 school year, or that could possibly have exited PI, corrective action, or restructuring for the 2009–10 school year but did not.

As a condition of approval, the LEA hereby assures that, for schools that are already identified for PI, corrective action, or restructuring and that cannot exit that status for the 2009–10 school year, even if they met adequate yearly progress (AYP), it will still comply with the 14-day notice requirement with respect to students in those schools.

In addition, the LEA hereby assures that it will meet the statutory requirement to provide notice of public school choice before the start of the school year (Elementary and Secondary Education Act [ESEA] Section 1116[b][1][E][i]).

An LEA that offers public school choice earlier to students in some schools, then later to students in other schools, hereby assures it will reserve a portion of the available transportation slots for students who receive the later notice.

Please note that this waiver was previously granted for all applicable LEAs by the SBE at its September, 2009 meeting. The inclusion of this item in the application package, and your response, is for federal reporting purposes only.

Section I. (b)
Waiver of the Title I, Part A Statutory
and Regulatory Requirements

Local Educational Agency (LEA) Waiver Application to have the flexibility to offer Supplemental Educational Services (SES) to eligible students in Title I schools in Program Improvement (PI) Year 1 (a year earlier than the law normally requires), *in addition* to offering public school choice (choice) options to students in those schools and to count the costs of providing SES to those students toward meeting the LEA's obligation to spend an amount at least equal to 20 percent of its Title I, Part A, Subpart 2 allocation on SES and choice-related transportation (20 percent obligation).

In the absence of such a waiver, an LEA may only count funds spent providing SES to eligible students attending schools in PI Year 2–5, in corrective action, or in restructuring toward its 20 percent obligation (Elementary and Secondary Education Act (ESEA) Section 1116[b][10]; 34 *Code of Federal Regulations* [CFR] § 200.48).

As a condition of approval, the LEA hereby assures that, if it is granted this requested waiver, the LEA will ensure that it will meet all statutory and regulatory requirements related to SES in the 2009–10 school year (other than the particular funding requirement being waived).

Section II. (a)
Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to exclude some or all of Title I, Part A, American Recovery and Reinvestment Act (ARRA) funds in determining the LEA's obligation to spend an amount equal to at least 20 percent of its FY 2009 Title I, Part A, Subpart 2 allocation on public school choice transportation and Supplemental Educational Services (SES). (Elementary and Secondary Education Act [ESEA] Section 1116[b][10]; 34 Code of Federal Regulations [CFR] § 200.48).

As a condition of approval, the LEA provides assurance that, if it is granted the requested waiver, it will adhere to the following conditions and requests for information:

- 1) Comply with its statutory and regulatory obligations for the provision of SES and public school choice with respect to its regular Title I, Part A, allocation.
- 2) Has:
 - a. Met all demand for SES and public school choice transportation (no further information is required), or
 - b. Not met all demand for SES requests. Justification for not meeting all demand and an action plan to meet demand is required in the LEA Waiver Plan Template, Boxes 3–6, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.
- 3) Use the funds freed-up by the waiver to address needs identified based on data, such as Statewide or formative assessment results.
- 4) Comply with all of its other Title I, Part A, statutory and regulatory obligations, including the obligations in ESEA sections 1114 and 1115 to have schoolwide and targeted assistance programs that use effective methods and instructional strategies that are based on scientifically based research.
- 5) Enter the ARRA amount that the LEA would like to exclude for the purposes of this waiver on page 2 of this application.
- 6) Complete a LEA Waiver plan that describes the data on which it relied to identify needs that will be addressed using the funds freed up by the waiver and the strategies and actions it intends to use to address those needs. Please complete the LEA Waiver Plan template.

Section II. (b)

Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to exclude some or all of its Title I, Part A funds received under the American Recovery and Reinvestment Act (ARRA) in calculating its LEA 10 percent professional development set-aside. (Elementary and Secondary Education Act [ESEA] Section 1116[c][7][A][iii]; 34 Code of Federal Regulations [CFR] § 200.52[a][3][iii]).

As a condition of approval, the LEA provides assurance that, if it is granted the requested waiver, it will adhere to the following conditions and requests for information:

1. Comply with its statutory and regulatory obligations for the professional development set-aside with respect to its regular Title I, Part A allocation.
2. Use the funds freed up by the waiver to address needs identified based on data, such as statewide or formative assessment results.
3. Comply with all of its other Title I, Part A statutory and regulatory obligations, including the obligations in ESEA sections 1114 and 1115 to have schoolwide and targeted assistance programs that use effective methods and instructional strategies that are based on scientifically based research.
4. Enter the ARRA amount that the LEA would like to exclude for the purposes of this waiver on page 2 of this application.
5. Implementing standards-based instructional materials training in SBE-adopted or approved instructional materials for reading/language arts and mathematics for all teachers and principals. This includes, if applicable, implementing District Assistance and Intervention Team recommendations relative to this requirement.
 - a. Yes, all requirements and recommendations are implemented (no further information is required), or
 - b. No, all teachers and principals have not received standards-based instructional materials training. **Justification for not providing training and an action plan to provide training is required in the LEA Waiver Plan, Boxes 3–5 and Box 7, located under the Waiver section on the California Department of Education (CDE) Title I, Part A Web page at <http://www.cde.ca.gov/sp/sw/t1/titleparta.asp>.**
6. Complete a LEA Waiver Plan that describes the data on which it relied to identify needs that will be addressed using the funds freed up by the waiver and the strategies and actions it intends to use to address those needs. Please complete the LEA Waiver Plan template.

Section II. (c)
Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to exclude all or some Title I, Part A American Recovery and Reinvestment Act (ARRA) funds from the required 10 percent professional development set-aside for a school in improvement in fiscal year 2009–10. (Elementary and Secondary Education Act [ESEA] Section 1116[b][3][A][iii]).

The LEA is seeking this waiver to allow its Title I schools that are identified for improvement to calculate their 10 percent professional development set-aside in accordance with the following formula:

$$(a) * (b/c) * (.10)$$

Where:

a = the total amount of FY 2009 Title I, Part A funds received by the school under ESEA Section 1113;

b = the portion of the LEA's FY 2009 Title I, Part A allocation provided through the regular FY 2009 appropriation; and

c = the LEA's total FY 2009 Title I, Part A allocation, including Title I, Part A, ARRA funds

As a condition of approval, the LEA provides assurance that, if the requested waiver is granted, the LEA will adhere to the following conditions:

- 1) Ensure that its schools will implement the waiver in accordance with the formula above;**
- 2) Ensure that all schools in improvement within the LEA will comply with all statutory and regulatory requirements regarding their professional development obligations with respect to the funds that are not "factored out" in accordance with the formula above;**
- 3) Ensure that its schools use the funds freed-up by the waiver to address needs identified based on data, such as statewide or formative assessment results; and**
- 4) Ensure the LEA and its schools in PI will comply with all of their other Title I, Part A statutory and regulatory obligations, including the obligations in ESEA sections 1114 and 1115 to have schoolwide and targeted assistance programs that use effective methods and instructional strategies that are based on scientifically based research.**

**Section II. (d)
Waivers Related to Title I, Part A ARRA Funds**

Local Educational Agency (LEA) Waiver Application to exclude Title I, Part A, American Recovery and Reinvestment Act [ARRA] funds in determining the LEA's per-pupil amount for Supplemental Educational Services (SES). (Elementary and Secondary Education Act [ESEA] Section 1116[e][6][A] and 34 Code of Federal Regulations [CFR] §200.48[c][1])

Enter the ARRA amount that the LEA would like to exclude for the purposes of this waiver on page 2 of this application.

The LEA hereby provides the following assurances:

- 1) The LEA will comply with all of the statutory and regulatory requirements regarding the provision of SES with respect to its regular fiscal year 2009 Title I, Part A allocation; and
- 2) The LEA will comply with all other Title I, Part A statutory and regulatory requirements (to the extent they are not waived), including the requirements in ESEA sections 1114 and 1115 to have school wide and targeted assistance programs that "use effective methods and instructional strategies that are based on scientifically based research."

Section II. (e)

Waivers Related to Title I, Part A ARRA Funds

Local Educational Agency (LEA) Waiver Application to carryover more than 15 percent of its Title I Part A American Recovery and Reinvestment Act (ARRA) allocation once every three years through its Consolidated Application. (Elementary and Secondary Education Act [ESEA] Section 1127[a]).

ESEA Section 1127(b) permits the California Department of Education (CDE) to waive the limitation of once every three years if (1) the LEA's request is reasonable and necessary; or (2) a supplemental Title I, Part A, allocation becomes available.

- 1) In accordance with these provisions, the LEA is requesting a waiver of the carryover limitation more than once every three years because of its Title I, Part A, funds made available under the ARRA, which is, by definition, a supplemental Title I, Part A, appropriation. The LEA is requesting this waiver for a period of two years to carry over excess fiscal year 2009 fiscal year Title I, Part A, funds to fiscal year 2010 and to carry over excess fiscal year 2010 Title I, Part A, funds to fiscal year 2011.
- 2) The LEA is obtaining a waiver of the carry over limitation in ESEA Section 1127(a) so that it can carry over more than 15 percent of its Title I, Part A, fiscal year 2009 or fiscal year 2010 allocation and has already received such a waiver within the prior three years (or receives such a waiver with respect to its fiscal year 2009 funds). The LEA shall apply to the CDE in accordance with CDE's regular procedures for waivers of the carry over limitation. The LEA hereby assures that it needs a waiver of the carry over limitation for the second (or third) time within three years because of its ARRA funds.

CDE Use Only

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: 06/01/10

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Page 1

Principal's Initials: _____

SUBJECT:

**APPROVAL OF CENTER UNIFIED SCHOOL DISTRICT
PAYROLL ORDERS**

The Governing board is asked to approve the attached payroll
Orders for July 2009 through May 2010.

RECOMMENDATION: That the CUSD Board of Trustees approve the
District Payroll Orders for July through May 2010.

CONSENT AGENDA

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2010
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 1,070,100.82			\$ 1,070,100.82	228
AUG	\$ 2,584,327.54			\$ 2,584,327.54	567
SEPT	\$ 2,638,952.23			\$ 2,638,952.23	655
OCT	\$ 2,629,714.36			\$ 2,629,714.36	670
NOV	\$ 2,609,115.62			\$ 2,609,115.62	664
DEC	\$ 642,681.52			\$ 642,681.52	360
2-Jan	\$ 1,943,762.98			\$ 1,943,762.98	303
JAN	\$ 2,584,296.35			\$ 2,584,296.35	643
FEB	\$ 2,604,732.78			\$ 2,604,732.78	662
MARCH	\$ 2,624,728.91			\$ 2,624,728.91	663
APRIL	\$ 2,645,419.07			\$ 2,645,419.07	659
MAY	\$ 2,673,608.80			\$ 2,673,608.80	663
JUNE				\$ -	
JUNE DEFFERED				\$ -	
JULY DEFFERED				\$ -	
SPECIAL				\$ -	
SPECIAL				\$ -	
	\$ 27,251,440.98	\$ -	\$ -	\$ 27,251,440.98	6737

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: May 2010

Action Item

To: Board of Trustees

Information Item

From: Jeanne Bess

Attached Pages 68

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

May 6,2010, \$87,989.16, May 14,2010, \$148,212.56

May 28, 2010, \$400,588.90, May 21,2010 \$80,093.53

**The commercial warrant payments to vendors totals
\$ 716,884.15**

RECOMMENDATION: That the CUSD Board of Trustees approve the Supplemental Agenda – Vendor Warrants as presented

CONSENT AGENDA

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST

J15054 APY500 H.02.05 05/05/10 PAGE 0

Batch status: A All

From batch: 0064

To batch: 0064

Include Revolving Cash: Y

Include Address: Y

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

J15054 APY500 H.02.05 05/05/10 PAGE 1
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
016715/00	ANTELOPE NEWS 5310 SHERBROOK WAY ANTELOPE, CA 95843						
2738 PO-002317	05/05/2010	18023	1 01-0000-0-5800-103-0000-2110-003-000 NN F			970.00	970.00
TOTAL PAYMENT AMOUNT			970.00 *				970.00
010400/00	AT&T PAYMENT CENTER SACRAMENTO, CA 95887						
323 PO-000261	05/04/2010	248-13481008413	1 01-0000-0-5902-106-0000-8110-007-000 NN P			7.08	7.08
TOTAL PAYMENT AMOUNT			7.08 *				7.08
021604/00	ATLAS DISPOSAL INDUSTRIES DEPT# 2056 P.O. BOX 29675 PHOENIX, AZ 85038-9675						
161 PO-000122	05/04/2010	19-001	1 01-0000-0-5550-106-0000-8110-007-000 NN P			211.18	211.18
161 PO-000122	05/04/2010	19-002	1 01-0000-0-5550-106-0000-8110-007-000 NN P			726.41	726.41
161 PO-000122	05/04/2010	19-007	1 01-0000-0-5550-106-0000-8110-007-000 NN P			1,416.30	1,416.30
161 PO-000122	05/04/2010	19-009	1 01-0000-0-5550-106-0000-8110-007-000 NN P			1,047.62	1,047.62
161 PO-000122	05/04/2010	19-008	1 01-0000-0-5550-106-0000-8110-007-000 NN P			220.38	220.38
161 PO-000122	05/04/2010	19-005	1 01-0000-0-5550-106-0000-8110-007-000 NN P			275.16	275.16
161 PO-000122	05/04/2010	19-004	1 01-0000-0-5550-106-0000-8110-007-000 NN P			427.22	427.22
161 PO-000122	05/04/2010	19-003	1 01-0000-0-5550-106-0000-8110-007-000 NN P			494.71	494.71
161 PO-000122	05/04/2010	19-006	1 01-0000-0-5550-106-0000-8110-007-000 NN P			386.74	386.74
TOTAL PAYMENT AMOUNT			5,205.72 *				5,205.72
016805/00	BATES, CHERYL [REDACTED]	565134928					
1731 PO-001437	05/04/2010	APR MILEAGE	1 01-6500-0-5800-102-5750-1130-003-000 N P			40.68	40.68
1731 PO-001437	05/04/2010	INSTRUCTION	1 01-6500-0-5800-102-5750-1130-003-000 N P			540.00	540.00
TOTAL PAYMENT AMOUNT			580.68 *				580.68

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

J15054 APY500 H.02.05 05/05/10 PAGE 2
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
021235/00	BECKER, LEE ANN						
1617 PO-001357	05/04/2010	APRIL	2 01-0000-0-5210-102-0000-3140-003-000 NN P			49.50	49.50
			TOTAL PAYMENT AMOUNT	49.50 *			49.50
013988/00	BUTTES/CENTER STATE PIPE & SUPPLY DEPARTMENT LA 21143 PASADENA, CA 91185-1143						
25 PO-000033	05/04/2010	S5637359.003	2 01-8150-0-4300-106-0000-8110-007-000 NN P			253.43	253.43
			TOTAL PAYMENT AMOUNT	253.43 *			253.43
015699/00	CLARK SECURITY PRODUCTS P.O. BOX 31001-1195 PASADENA, CA 91110-1195						
28 PO-000036	05/04/2010	SA99138101	1 01-8150-0-4300-106-0000-8110-007-000 NN P			68.17	68.17
			TOTAL PAYMENT AMOUNT	68.17 *			68.17
021477/00	CUMMINGS, CATHY						
2716 PO-002303	05/04/2010	REIMB	1 01-3550-0-5211-472-1110-1000-014-000 NN F			30.86	30.86
			TOTAL PAYMENT AMOUNT	30.86 *			30.86
019262/00	ENTERPRISE RENT A CAR ATTN: ACCOUNTS RECEIVABLE 199 N SUNRISE AVE, DEPT C ROSEVILLE, CA 95661-2900						
2740 PO-002313	05/04/2010	D842424	1 01-0000-0-5810-472-1110-4000-014-915 NN P			91.46	91.46
2740 PO-002313	05/04/2010	D842426	1 01-0000-0-5810-472-1110-4000-014-915 NN P			91.46	91.46
2740 PO-002313	05/04/2010	D842428	1 01-0000-0-5810-472-1110-4000-014-915 NN P			91.46	91.46
2740 PO-002313	05/04/2010	D842429	1 01-0000-0-5810-472-1110-4000-014-915 NN F			91.46	91.46
			TOTAL PAYMENT AMOUNT	365.84 *			365.84

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

J15054 APY500 H.02.05 05/05/10 PAGE 3
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
010992/00	HARBOR FREIGHT TOOLS 3491 MISSION OAKS BLVD. ACCNT:CNTR958 CAMARILLO, CA 93011						
35 PO-000053	05/04/2010	01-562722	1	01-8150-0-4300-106-0000-8110-007-000 NN P		53.23	53.23
TOTAL PAYMENT AMOUNT				53.23 *			53.23
010602/00	HI-LINE ELECTRICAL & MECH P.O. BOX 972081 DALLAS, TX 75397-2081						
2722 PO-002307	05/04/2010	10037024	1	01-7230-0-4300-112-0000-3600-007-000 NN F		82.45	82.45
TOTAL PAYMENT AMOUNT				82.45 *			82.45
014923/00	JENSEN PRE-CAST ACCOUNTS RECEIVABLE 5400 RALEY BLVD SACRAMENTO, CA 95838						
2330 PO-001956	05/04/2010	03-80289	1	01-8150-0-4300-106-0000-8110-007-000 NN F		52.83	58.29
TOTAL PAYMENT AMOUNT				58.29 *			58.29
016102/00	KAJLA, AMRIT [REDACTED] 5660						
2724 PO-002311	05/04/2010	REIMB	1	01-0000-0-5210-102-0000-3140-003-000 NN F		268.00	191.00
TOTAL PAYMENT AMOUNT				191.00 *			191.00
019280/00	KENNEDY, SOPHIA [REDACTED]						
2720 PO-002305	05/04/2010	REIMB	1	01-0000-0-5210-110-0000-7200-004-000 NN F		28.50	28.50
TOTAL PAYMENT AMOUNT				28.50 *			28.50

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

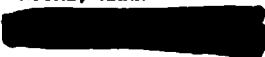
J15054 APY500 H.02.05 05/05/10 PAGE 4
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Reg Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP	Liq Amt	Net Amount		
019059/00	MILLENNIUM TERMITE 9900 HORN ROAD,#5 SACRAMENTO, CA 95827						
164 PO-000125	05/04/2010	TR-71099	2 01-0000-0-5500-106-0000-8110-007-000 NN P	91.00	91.00		
164 PO-000125	05/04/2010	TR-72628	2 01-0000-0-5500-106-0000-8110-007-000 NN P	57.00	57.00		
TOTAL PAYMENT AMOUNT			148.00 *		148.00		
020690/00	NASCO MODESTO P.O. BOX 3837 MODESTO, CA 95352						
2602 PO-002194	05/04/2010	299777	1 01-3550-0-4300-472-1110-1000-014-000 NN P	320.30	320.30		
2602 PO-002194	05/04/2010	298539	1 01-3550-0-4300-472-1110-1000-014-000 NN P	3,063.41	3,063.41		
2602 PO-002194	05/04/2010	305501	1 01-3550-0-4300-472-1110-1000-014-000 NN F	182.19	186.21		
TOTAL PAYMENT AMOUNT			3,569.92 *		3,569.92		
017822/00	PCI EDUCATIONAL PUBLISHING P.O. BOX 34270 SAN ANTONIO, TX 78265-4270						
2455 PO-002048	05/04/2010	INV762512	1 01-6500-0-4300-102-5770-1190-003-033 NN P	222.25	222.25		
2455 PO-002048	05/04/2010	INV764368	1 01-6500-0-4300-102-5770-1190-003-033 NN F	65.14	65.14		
TOTAL PAYMENT AMOUNT			287.39 *		287.39		
020192/00	PITNEY BOWES INC P.O. BOX 856390 LOUISVILLE, KY 40285-6390						
2702 PO-002291	05/04/2010	532991	1 01-0000-0-4300-105-0000-7200-005-000 NN F	105.36	105.35		
TOTAL PAYMENT AMOUNT			105.35 *		105.35		
020169/00	PITZNER, JOSEPH [REDACTED]						
344 PO-000283	05/04/2010	REIMB	1 01-0000-0-5210-106-0000-8300-007-000 NN P	7.00	7.00		
TOTAL PAYMENT AMOUNT			7.00 *		7.00		

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

J15054 APY500 H.02.05 05/05/10 PAGE 5
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
014069/00	PLATT ELECTRIC SUPPLY 4201 S. MARKET COURT SACRAMENTO, CA 95834						
46 PO-000062	05/04/2010	7582577	1	01-8150-0-4300-106-0000-8110-007-000	NN P	107.70	107.70
46 PO-000062	05/04/2010	7647017	1	01-8150-0-4300-106-0000-8110-007-000	NN P	69.49	69.49
46 PO-000062	05/04/2010	7650044	1	01-8150-0-4300-106-0000-8110-007-000	NN P	86.75	86.75
46 PO-000062	05/04/2010	7653356	1	01-8150-0-4300-106-0000-8110-007-000	NN P	390.96	390.96
TOTAL PAYMENT AMOUNT						654.90 *	654.90
020616/00	RENT RITE 2170 EVERGREEN STREET SACRAMENTO, CA 95815						
2282 PO-001921	05/04/2010	113313	1	01-0000-0-5600-472-0000-2700-014-000	NN F	540.00	540.00
TOTAL PAYMENT AMOUNT						540.00 *	540.00
010546/00	RIVERSIDE PUBLISHING CO. HM RECEIVABLES CO LLC 14046 COLLECTIONS CENTER DR CHICAGO, IL 60693-0050						
2644 PO-002236	05/04/2010	945704441	1	01-6500-0-4300-102-5770-1120-003-021	NN F	86.13	106.58
TOTAL PAYMENT AMOUNT						106.58 *	106.58
018346/00	ROOME, MARK 						
2744 PO-002316	05/05/2010	REIMB	1	01-0000-0-3403-472-1110-1000-000-000	N F	100.00	100.00
TOTAL PAYMENT AMOUNT						100.00 *	100.00
010552/00	SAC VAL JANITORIAL SALES & SERVICES, INC. 2421 DEL MONTE STREET WEST SACRAMENTO, CA 95691						
2013 PO-001695	05/04/2010	01892853	1	01-0000-0-9320-000-0000-0000-000-000	NN P	99.42	99.42
TOTAL PAYMENT AMOUNT						99.42 *	99.42

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

J15054 APY500 H.02.05 05/05/10 PAGE 6
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
015962/00		SCHMIEDER, KRIS					
2732 PO-002312	05/04/2010	REIMB	1 01-0000-0-4300-240-0000-2700-011-000 NN F			12.41	12.41
			TOTAL PAYMENT AMOUNT	12.41 *			12.41
018385/00		SCHOOL NURSE SUPPLY INC. P.O. BOX 68968 SCHAUMBURG, IL 60168					
2076 PO-001748	05/04/2010	0305352,CR305352	1 01-0000-0-4300-102-0000-3140-003-000 NN F			570.21	181.97
			TOTAL PAYMENT AMOUNT	181.97 *			181.97
013910/00		SHIELDS HARPER & CO. 5107 BROADWAY OAKLAND, CA 94611					
2721 PO-002306	05/04/2010	57949	1 01-7230-0-5600-112-0000-3600-007-000 NN F			259.50	259.50
			TOTAL PAYMENT AMOUNT	259.50 *			259.50
017883/00		SIMPLEX GRINNELL LP 4650 BELOIT DRIVE SACRAMENTO, CA 95838					
2742 PO-002314	05/04/2010	73581252	1 01-8150-0-9330-000-0000-0000-000-000 NN F			4,676.45	4,676.45
			TOTAL PAYMENT AMOUNT	4,676.45 *			4,676.45
010263/00		SMUD PO BOX 15555 SACRAMENTO, CA 95852-1555					
158 PO-000119	05/04/2010	7-347	1 01-0000-0-5530-106-0000-8110-007-000 NN P			35,250.32	35,250.32
			TOTAL PAYMENT AMOUNT	35,250.32 *			35,250.32

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST

J15054 APY500 H.02.05 05/05/10 PAGE 7

<< Open >>

BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
018837/00	STOELTING CO. 620 WHEAT LANE WOOD DALE, IL 60191									
2558	PO-002149	05/04/2010	IN117022							
					1	01-6500-0-4300-102-5001-3120-003-000	NN F		139.87	126.00
							126.00 *			126.00
015030/00	THEATRE HOUSE 400 WEST 3RD STREET COVINGTON, KY 41011									
2575	PO-002165	05/04/2010	0424650							
					1	01-0054-0-4300-371-1110-1000-012-000	NN P		396.35	396.35
							396.35 *			396.35
014079/00	THYSSENKRUPP ELEVATOR CORP P.O. BOX 933013 ATLANTA, GA 31193-3013									
162	PO-000123	05/04/2010	1090074137							
162	PO-000123	05/04/2010	1090074224							
					1	01-0000-0-5600-106-0000-8110-007-000	NN P		675.00	675.00
					1	01-0000-0-5600-106-0000-8110-007-000	NN P		281.00	281.00
							956.00 *			956.00
010127/00	UNITED PARCEL SERVICE P.O. BOX 894820 LOS ANGELES, CA 90189-4820									
2723	PO-002308	05/04/2010	YW013170							
					1	01-7230-0-5800-112-0000-3600-007-000	NN F		20.52	20.52
							20.52 *			20.52
014839/00	VIRGINIA CARNEJO BARRON [REDACTED]									
1215	PO-001021	05/04/2010	APRIL							
					1	01-6500-0-5800-102-5770-3600-003-000	NN P		142.50	142.50
							142.50 *			142.50

81 CENTER UNIFIED SCHOOL DIST.
050510

ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date							
019842/00	WFCB-OSH COMMERCIAL SERVICES		954214111					
	P.O. BOX 659445							
	SAN ANTONIO, TX 78265-9445							
42 PO-000058	05/04/2010	0211011138798		2 01-8150-0-4300-106-0000-8110-007-000	NN P		33.59	33.59
42 PO-000058	05/04/2010	021102429225		2 01-8150-0-4300-106-0000-8110-007-000	NN P		17.04	17.04
42 PO-000058	05/04/2010	0211021428351		2 01-8150-0-4300-106-0000-8110-007-000	NN P		24.77	24.77
42 PO-000058	05/04/2010	0211032865937		2 01-8150-0-4300-106-0000-8110-007-000	NN P		31.68	31.68
42 PO-000058	05/04/2010	0211030357083		2 01-8150-0-4300-106-0000-8110-007-000	NN P		79.95	79.95
42 PO-000058	05/04/2010	0211030357125		2 01-8150-0-4300-106-0000-8110-007-000	NN P		163.40	163.40
42 PO-000058	05/04/2010	0211010400888		2 01-8150-0-4300-106-0000-8110-007-000	NN P		64.97	64.97
42 PO-000058	05/04/2010	0211020939592		2 01-8150-0-4300-106-0000-8110-007-000	NN P		28.26	28.26
				TOTAL PAYMENT AMOUNT			443.66 *	443.66
017313/00	XEROX CORPORATION							
	P.O. BOX 7405							
	PASADENA, CA 91109-7405							
720 PO-000604	05/04/2010	701322397		4 01-0000-0-5612-115-9780-8200-007-000	NN P		25.98	25.98
720 PO-000604	05/04/2010	701322397		1 01-0000-0-5612-115-9790-8200-007-000	NN P		1,003.03	1,003.03
720 PO-000604	05/04/2010	701322397		7 01-0000-0-5612-371-0000-2700-012-000	NN P		41.98	41.98
720 PO-000604	05/04/2010	701322397		3 01-0000-0-5612-472-9769-1000-014-000	NN P		58.21	58.21
720 PO-000604	05/04/2010	701322397		9 01-6500-0-5612-102-5001-2700-003-000	NN P		34.94	34.94
826 PO-000708	05/04/2010	701322397		1 01-4203-0-5612-103-4760-1000-003-000	NN P		110.78	110.78
826 PO-000708	05/04/2010	599403416		1 01-4203-0-5612-103-4760-1000-003-000	NN P		58.27	58.27
1521 PO-001275	05/04/2010	701322397		1 01-3550-0-5612-472-1110-1000-014-000	NN P		537.65	537.65
1521 PO-001275	05/04/2010	701322397		2 01-7220-0-5612-472-1110-1000-014-000	NN P		379.12	379.12
				TOTAL PAYMENT AMOUNT			2,249.96 *	2,249.96
				TOTAL FUND	PAYMENT		58,278.95 **	58,278.95

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 09 CHARTER SCHOOLS

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
<hr/>								
010669/00	ALHAMBRA & SIERRA SPRINGS P.O. BOX 660579 DALLAS, TX 75266-0579							
548 PO-000496	05/04/2010	27036624779099		2	09-1100-0-4300-501-0000-2700-016-000 NN P		8.63	8.63
548 PO-000496	05/04/2010	27036624779099		1	09-1100-0-4300-501-1110-1000-016-000 NN P		34.48	34.48
TOTAL PAYMENT AMOUNT							43.11 *	43.11
018951/00	DELL P.O. BOX 910916 PASADENA, CA 91110-0916							
2383 PO-002007	05/04/2010	XDR3XT2M5		1	09-1100-0-4300-501-1110-1000-016-000 NN F		404.51	404.51
TOTAL PAYMENT AMOUNT							404.51 *	404.51
017313/00	XEROX CORPORATION P.O. BOX 7405 PASADENA, CA 91109-7405							
287 PO-000239	05/04/2010	701322397		1	09-0700-0-5612-503-0000-8110-018-000 NN P		183.49	183.49
643 PO-000540	05/04/2010	701322397		1	09-0000-0-5612-501-1110-1000-016-000 NN P		342.36	342.36
644 PO-000541	05/04/2010	701322397		2	09-0000-0-5612-501-1110-1000-016-000 NN F		56.77	232.86
644 PO-000541	05/04/2010	701322397		1	09-1100-0-5612-501-0000-2700-016-000 NN P		58.22	58.22
TOTAL PAYMENT AMOUNT							816.93 *	816.93
TOTAL FUND PAYMENT							1,264.55 **	1,264.55

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date							

010669/00	ALHAMBRA & SIERRA SPRINGS							
	P.O. BOX 660579							
	DALLAS, TX 75266-0579							
66 PO-000371	05/05/2010	27018317069912		1 11-0030-0-4300-601-4130-1000-017-000 NN P			21.29	21.29
				TOTAL PAYMENT AMOUNT			21.29 *	21.29
017313/00	XEROX CORPORATION							
	P.O. BOX 7405							
	PASADENA, CA 91109-7405							
720 PO-000604	05/04/2010	701322397		8 11-0030-0-5612-601-4130-1000-017-000 NN P			114.72	114.72
				TOTAL PAYMENT AMOUNT			114.72 *	114.72
				TOTAL FUND	PAYMENT		136.01 **	136.01

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date							
022518/00		LUNCHBYTE SYSTEMS INC DEPT 632,P.O. BOX 8000 BUFFALO, NY 14267						
1093 PO-000965	05/04/2010	34385		1 13-5310-0-4400-108-0000-3700-007-000 NN P			494.81	494.81
TOTAL PAYMENT AMOUNT							494.81 *	494.81
011423/00		PLATH DISTRIBUTION INC 9632 SHALE COURT ELK GROVE, CA 95624						
127 PO-000107	05/04/2010	8346		1 13-5310-0-4700-108-0000-3700-007-000 NN P			6,147.36	6,147.36
TOTAL PAYMENT AMOUNT							6,147.36 *	6,147.36
019993/00		PROPACIFIC FRESH P.O. BOX 1069 DURHAM, CA 95938						
125 PO-000105	05/04/2010	DUDLEY		1 13-5310-0-4700-108-0000-3700-007-000 NN P			620.57	620.57
125 PO-000105	05/04/2010	WCR		1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,358.25	1,358.25
125 PO-000105	05/04/2010	CHS		1 13-5310-0-4700-108-0000-3700-007-000 NN P			1,593.12	1,593.12
125 PO-000105	05/04/2010	GLOBAL		1 13-5310-0-4700-108-0000-3700-007-000 NN P			262.63	262.63
125 PO-000105	05/04/2010	N.COUNTRY		1 13-5310-0-4700-108-0000-3700-007-000 NN P			564.70	564.70
125 PO-000105	05/04/2010	OAKHILL		1 13-5310-0-4700-108-0000-3700-007-000 NN P			747.20	747.20
125 PO-000105	05/04/2010	SPINELLI		1 13-5310-0-4700-108-0000-3700-007-000 NN P			406.01	406.01
TOTAL PAYMENT AMOUNT							5,552.48 *	5,552.48
TOTAL FUND PAYMENT							12,194.65 **	12,194.65

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 14 DEFERRED MAINTENANCE FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
010508/00		WELL SWEEPING 5425 MARMITH AVENUE SACRAMENTO, CA 95841						
2686 PO-002278	05/04/2010	2010-365		1 14-0024-0-6400-106-0000-8110-007-000 NN F			15,225.00	15,225.00
				TOTAL PAYMENT AMOUNT			15,225.00 *	15,225.00
				TOTAL FUND	PAYMENT		15,225.00 **	15,225.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0064 05-06-2010
FUND : 21 BUILDING FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
011279/00	RIO LINDA FENCE COMPANY	680055089					
	6141 ALTA LOMA CT.						
	RIO LINDA, CA 95673						
2595 PO-002184	05/04/2010	5776					
			1 21-0000-0-6170-472-9630-8500-007-000 NN F			890.00	890.00
			TOTAL PAYMENT AMOUNT	890.00 *			890.00
			TOTAL FUND	PAYMENT	890.00 **		890.00
			TOTAL BATCH PAYMENT	87,989.16 ***	0.00		87,989.16
			TOTAL DISTRICT PAYMENT	87,989.16 ****	0.00		87,989.16
			TOTAL FOR ALL DISTRICTS:	87,989.16 ****	0.00		87,989.16

Number of warrants to be printed: 46, not counting voids due to stub overflows.

Batch status: A All

From batch: 0065

To batch: 0066

Include Revolving Cash: Y

Include Address: Y

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0065 05-14-2010
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
015797/00	ACE SUPPLY HARDWARE NORTH 7115 WATT AVENUE, SUITE 100 NORTH HIGHLANDS, CA 95660						
52 PO-000068	05/11/2010	80281/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	31.33	31.33
52 PO-000068	05/11/2010	80135/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	28.17	28.17
TOTAL PAYMENT AMOUNT				59.50 *		59.50	59.50
010226/00	AIRGAS NCN P.O. BOX 7425 PASADENA, CA 91109-7425	232491493					
370 PO-000305	05/11/2010	102257188	1	01-0000-0-4300-472-1210-1000-014-000	NN P	43.34	43.34
TOTAL PAYMENT AMOUNT				43.34 *		43.34	43.34
010002/00	ALDAR ACADEMY 4436 ENGLE ROAD SACRAMENTO, CA 95821						
1806 PO-001517	05/11/2010	APR	1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,981.50	2,981.50
TOTAL PAYMENT AMOUNT				2,981.50 *		2,981.50	2,981.50
014106/00	ALVAREZ, JORGE [REDACTED]						
2736 PO-002325	05/11/2010	MILEAGE	1	01-5630-0-5800-601-1220-1000-017-000	NN F	175.00	175.00
TOTAL PAYMENT AMOUNT				175.00 *		175.00	175.00
017935/00	ANYTIMECOSTUMES.COM INC 200 13TH AVENUE - UNIT 12 RONKONKOMA, NY 11779						
2703 PO-002297	05/12/2010	2298865	1	01-0000-0-4300-371-1110-1000-012-000	YN P	99.99	99.99
TOTAL PAYMENT AMOUNT				99.99 *		99.99	99.99
TOTAL USE TAX AMOUNT				8.75			

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ACCOUNTS PAYABLE PRELIST
BATCH: 0065 05-14-2010
FUND : 01 GENERAL FUND

J15419 APY500 H.02.05 05/13/10 PAGE 2
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP	Liq Amt	Net Amount		
011675/00	AT&T MESSAGING P.O. BOX 840486 DALLAS, TX 75284-0486						
325 PO-000263	05/11/2010	6413139	1 01-0000-0-5902-106-0000-8110-007-000 NN P	720.00	720.00		
			TOTAL PAYMENT AMOUNT	720.00 *	720.00		
021604/00	ATLAS DISPOSAL INDUSTRIES DEPT# 2056 P.O. BOX 29675 PHOENIX, AZ 85038-9675						
161 PO-000122	05/11/2010	20-001	1 01-0000-0-5550-106-0000-8110-007-000 NN P	457.02	457.02		
			TOTAL PAYMENT AMOUNT	457.02 *	457.02		
016792/00	BAKER, KIM [REDACTED]						
1141 PO-000957	05/12/2010	009-151	1 01-7230-0-5800-112-0000-3600-007-000 NN P	6.30	6.30		
			TOTAL PAYMENT AMOUNT	6.30 *	6.30		
010442/00	BAR HEIN 1551 FULTON AVENUE SACRAMENTO, CA 95825	68-0316304					
20 PO-000028	05/13/2010	330689	1 01-0000-0-4300-106-0000-8110-007-000 N P	25.32	25.32		
			TOTAL PAYMENT AMOUNT	25.32 *	25.32		
021532/00	BLUE COLLAR SUPPLY P.O. BOX 276270 SACRAMENTO, CA 95827-6270	680033259					
22 PO-000030	05/11/2010	12279	1 01-8150-0-4300-106-0000-8110-007-000 NN P	64.98	64.98		
			TOTAL PAYMENT AMOUNT	64.98 *	64.98		

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ACCOUNTS PAYABLE PRELIST
BATCH: 0065 05-14-2010
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
015495/00	BOOMBAH						
	3727 DIVISION STREET						
	MORRIS, IL 60450						
1907 PO-001609	05/12/2010	14943					
			1 01-0000-0-5800-472-1801-1000-014-000	YN P	950.40	950.40	
			TOTAL PAYMENT AMOUNT	950.40 *			950.40
			TOTAL USE TAX AMOUNT	83.16			
019075/00	BRIGHT FUTURES THERAPY						
	2768 TAM O'SHANTER DRIVE						
	EL DORADO HILLS, CA 95762						
604 PO-000531	05/12/2010	1927					
			1 01-6500-0-5800-102-5750-1180-003-000	NN P	8,600.00	8,600.00	
			TOTAL PAYMENT AMOUNT	8,600.00 *			8,600.00
010706/00	BURKE ENGINEERING CO						
	9700 FACTORIAL WAY						
	SO.EL MONTE, CA 91733-1799						
24 PO-000032	05/12/2010	S30003881					
			1 01-8150-0-4300-106-0000-8110-007-000	NN P	40.78	40.78	
			TOTAL PAYMENT AMOUNT	40.78 *			40.78
017061/00	CASSIDY, EVELYN						
2758 PO-002337	05/12/2010	MILEAGE					
			1 01-6500-0-5800-102-5770-3600-003-000	NN F	478.50	478.50	
			TOTAL PAYMENT AMOUNT	478.50 *			478.50
020305/00	CDW GOVERNMENT INC.						
	75 REMITTANCE DRIVE SUITE 1515						
	CHICAGO, IL 60675-1515						
2656 PO-002247	05/11/2010	SKH0357					
			1 01-0000-0-4400-101-0000-7150-002-000	NN F	392.46	392.46	
2743 PO-002315	05/11/2010	SNN5807					
			1 01-0000-0-4400-115-0000-7700-007-000	NN F	238.23	238.23	
			TOTAL PAYMENT AMOUNT	630.69 *			630.69

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ACCOUNTS PAYABLE PRELIST
BATCH: 0065 05-14-2010
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
015699/00		CLARK SECURITY PRODUCTS P.O. BOX 31001-1195 PASADENA, CA 91110-1195					
2768	PO-002342	05/12/2010 REIST-D.CARON	1	01-8150-0-5200-106-0000-8110-007-000	NN F	250.00	250.00
			TOTAL PAYMENT AMOUNT	250.00 *			250.00
021059/00		COMCAST P.O. BOX 34744 SEATTLE, WA 98124-1744					
60	PO-000006	05/11/2010 8155600391425215	1	01-0000-0-5800-240-0000-2700-011-000	NN P	5.20	5.20
			TOTAL PAYMENT AMOUNT	5.20 *			5.20
014524/00		CONTINENTAL ATHLETIC 1050 HAZEL STREET GRIDLEY, CA 95948					
2190	PO-001843	05/11/2010 0054861-IN	1	01-0000-0-5800-472-1263-4000-014-000	NN F	5,312.31	5,062.62
			TOTAL PAYMENT AMOUNT	5,062.62 *			5,062.62
016681/00		DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING) P.O. BOX 420603 SAN FRANCISCO, CA 94142-0603					
2763	PO-002338	05/12/2010 G028686SA	1	01-0000-0-5800-106-0000-8200-007-000	NN F	105.00	105.00
			TOTAL PAYMENT AMOUNT	105.00 *			105.00
019262/00		ENTERPRISE RENT A CAR ATTN: ACCOUNTS RECEIVABLE 199 N SUNRISE AVE, DEPT C ROSEVILLE, CA 95661-2900					
2757	PO-002333	05/11/2010 D842567	1	01-0000-0-5810-472-1110-4000-014-915	NN F	91.46	91.46
			TOTAL PAYMENT AMOUNT	91.46 *			91.46

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ACCOUNTS PAYABLE PRELIST
BATCH: 0065 05-14-2010
FUND : 01 GENERAL FUND

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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
021068/00	EPES SOFTWARE 206 N. ARMSTRONG BIXBY, OK 74008-4309			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
2754 PO-002331	05/11/2010 17379			1 01-0000-0-5800-110-0000-7200-004-000 NN F	115.00 *	115.00	115.00	115.00
TOTAL PAYMENT AMOUNT							115.00	115.00
018618/00	FOLLETT LIBRARY RESOURCES P.O. BOX 99002 CHICAGO, IL 60693-9002							
2062 PO-001734	05/11/2010 715172F-1			1 01-0000-0-4200-103-0000-2420-003-000 NN P		262.05	262.05	
2062 PO-001734	05/11/2010 715172-2			1 01-0000-0-4200-103-0000-2420-003-000 NN F		1,094.80	1,064.13	
2071 PO-001741	05/12/2010 715164F-0			1 01-0000-0-4200-103-0000-2420-003-000 NN P		285.07	285.07	
2071 PO-001741	05/12/2010 715164-1			1 01-0000-0-4200-103-0000-2420-003-000 NN F		911.85	872.27	
2073 PO-001742	05/11/2010 715143-2			1 01-0000-0-4200-103-0000-2420-003-000 NN P		348.47	348.47	
2073 PO-001742	05/11/2010 715143F			1 01-0000-0-4200-103-0000-2420-003-000 NN F		125.25	78.99	
TOTAL PAYMENT AMOUNT							2,910.98 *	2,910.98
017315/00	GENUINE PARTS COMPANY-SAC FILE 56893 LOS ANGELES, CA 90074-6893							
94 PO-000085	05/11/2010 20901850			1 01-7230-0-4300-112-0000-3600-007-000 NN P	622.75 *	622.75	622.75	622.75
TOTAL PAYMENT AMOUNT							622.75	622.75
022347/00	GIVE SOMETHING BACK P.O. BOX 89-4135 LOS ANGELES, CA 90189-4135							
2749 PO-002322	05/11/2010 1688617-0			1 01-8150-0-4300-106-0000-8110-007-000 NN F	33.46 *	33.46	33.46	33.46
TOTAL PAYMENT AMOUNT							33.46	33.46
018295/00	GOODY, LAUREN [REDACTED]							
2747 PO-002320	05/11/2010 MILEAGE			1 01-4203-0-5210-103-4760-1000-003-000 NN F	15.90 *	15.90	15.90	15.90
TOTAL PAYMENT AMOUNT							15.90	15.90

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ACCOUNTS PAYABLE PRELIST
BATCH: 0065 05-14-2010
FUND : 01 GENERAL FUND

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Vendor/Addr Reg Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

017718/00		GUIDING HANDS INC. 4900 WINDPLAY DRIVE ELDORADO HILLS, CA 95762						
599 PO-000500	05/13/2010	d10203,d10174		1 01-6500-0-5800-102-5750-1180-003-000	NN F		422.91	422.91
2775 PO-002349	05/13/2010	D10174		1 01-6500-0-5800-102-5750-1180-003-000	NN P		6,195.84	6,195.64
TOTAL PAYMENT AMOUNT								6,618.55
014431/00		HEAR SAY SPEECH AND LANGUAGE SERVICES 96 TALMONT CIRCLE ROSEVILLE, CA 95678						
722 PO-000606	05/12/2010	10-20024		1 01-6500-0-5800-102-5750-1180-003-000	NN P		212.50	212.50
TOTAL PAYMENT AMOUNT								212.50
017002/00		HOME DEPOT ACCOUNTS RECEIVABLE P.O. BOX 6031 THE LAKES, NV 88901-6031						
2132 PO-001794	05/11/2010	6035322532354507		1 01-8150-0-4300-106-0000-8110-007-000	NN P		580.62	580.62
2132 PO-001794	05/12/2010	7021343		1 01-8150-0-4300-106-0000-8110-007-000	NN P		58.04	58.04
2666 PO-002257	05/11/2010	1014519		1 01-7230-0-4300-112-0000-3600-007-000	NN P		105.00	102.33
TOTAL PAYMENT AMOUNT								740.99
021775/00		HOME DEPOT SUPPLY P.O. BOX 509058 SAN DIEGO, CA 92150-9058						
34 PO-000052	05/11/2010	9102463195		1 01-8150-0-4300-106-0000-8110-007-000	NN P		533.08	533.08
TOTAL PAYMENT AMOUNT								533.08
018990/00		INTERSTATE BATTERY SYSTEM OF SACRAMENTO INC. 2081 D RENE AVENUE SACRAMENTO, CA 95838						
2036 PO-001712	05/11/2010	20065610		1 01-7230-0-4300-112-0000-3600-007-000	NN P		101.08	101.08
TOTAL PAYMENT AMOUNT								101.08

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP	T9MP			
022170/00	JAPPERT, APRIL						
872 PO-000724	05/11/2010	APRIL	1 01-6500-0-5800-102-5770-3600-003-000	NN P	310.00	310.00	310.00
TOTAL PAYMENT AMOUNT			310.00 *				
010728/00	JOHNSTONE SUPPLY OF SACRAMENTO						
	P.O. BOX 13845						
	SACRAMENTO, CA 95853						
39 PO-000056	05/11/2010	27-S1612543	1 01-8150-0-4300-106-0000-8110-007-000	NN P	293.45	293.45	293.45
TOTAL PAYMENT AMOUNT			293.45 *				
020306/00	JW PEPPER AND SON INC						
	P.O. BOX 850						
	VALLEY FORGE, PA 19482-0850						
2019 PO-001704	05/11/2010	13329875	1 01-0000-0-4200-371-1110-1000-012-000	NN P	86.55	86.55	86.55
2019 PO-001704	05/11/2010	13329844	1 01-0000-0-4200-371-1110-1000-012-000	NN F	189.47	189.36	189.36
TOTAL PAYMENT AMOUNT			275.91 *				275.91
010609/00	KELLY MOORE PAINT CO						
	NORCAL CPC						
	105 ELMIRA ROAD, SUITE 500						
	VACAVILLE, CA 95687						
418 PO-000376	05/13/2010	203-71668	1 01-8150-0-4300-106-0000-8110-007-000	NN P	154.64	154.64	154.64
TOTAL PAYMENT AMOUNT			154.64 *				
021874/00	KIDWELL, TAMARA						
113 PO-000097	05/11/2010	009-216	1 01-7230-0-5800-112-0000-3600-007-000	NN P	9.79	9.79	9.79
TOTAL PAYMENT AMOUNT			9.79 *				

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP	Liq Amt	Net Amount		
019412/00	LANE EDUCATIONAL	680381378					
	6060 SUNRISE VISTA DRIVE						
	SUITE 2280						
	CITRUS HEIGHTS, CA 95610-7057						
2769 PO-002343	05/12/2010	APRIL	1 01-6500-0-5800-102-5750-1180-003-000 N P	3,010.02	3,010.02		
			TOTAL PAYMENT AMOUNT	3,010.02 *	3,010.02		
022467/00	LANGUAGE LINE SERVICES						
	P.O. BOX 202564						
	DALLAS, TX 75320-2564						
2767 PO-002341	05/13/2010	2512897	1 01-0000-0-5800-103-0000-2110-003-000 NN F	23.59	23.59		
			TOTAL PAYMENT AMOUNT	23.59 *	23.59		
014822/00	LERNER PUBLICATIONS CO.						
	1251 WASHINGTON AVE. N.						
	MINNEAPOLIS, MN 55401						
2153 PO-001817	05/11/2010	952903	1 01-3010-0-4200-240-1110-1000-011-000 N F	613.13	558.75		
			TOTAL PAYMENT AMOUNT	558.75 *	558.75		
016167/00	LYONS, ANNE						
	[REDACTED]						
2748 PO-002321	05/11/2010	REIMB	1 01-0000-0-5800-371-0000-2700-012-000 NN F	20.00	20.00		
2764 PO-002339	05/12/2010	REIMB	1 01-5640-0-5200-601-9728-3140-017-085 NN F	184.99	184.99		
			TOTAL PAYMENT AMOUNT	204.99 *	204.99		
017487/00	MASLIC, MIRHA						
	[REDACTED]						
1346 PO-001137	05/11/2010	APRIL	1 01-6500-0-5800-102-5770-3600-003-000 NN P	228.80	228.80		
			TOTAL PAYMENT AMOUNT	228.80 *	228.80		

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP	T9MP	Liq Amt	Net Amount		
018967/00		NEXTEL COMMUNICATIONS INC P.O. BOX 4181 CAROL STREAM, IL 60197-4181						
84	PO-000038	05/11/2010	811116315	1	01-0000-0-5903-101-0000-7150-002-000	NN P	110.82	110.82
124	PO-000047	05/11/2010	766178812	1	01-0000-0-5902-115-0000-7700-007-000	NN P	99.98	99.98
167	PO-000128	05/11/2010	811116315	2	01-0000-0-5903-106-0000-8300-007-000	NN P	616.98	616.98
365	PO-000300	05/11/2010	811116315	1	01-0000-0-5903-103-0000-2110-003-000	NN F	20.29	20.29
365	PO-000300	05/11/2010	811116315	2	01-0000-0-5903-110-0000-7200-004-000	NN P	180.68	180.68
379	PO-000313	05/11/2010	811116315	3	01-0000-0-5903-472-0000-2700-014-000	NN P	197.84	197.84
498	PO-000409	05/11/2010	811116315	1	01-0000-0-5903-236-0000-2700-009-000	NN P	24.70	24.70
531	PO-000441	05/11/2010	811116315	2	01-0000-0-5903-475-3200-2700-015-000	NN P	12.35	12.35
TOTAL PAYMENT AMOUNT					1,263.64 *		1,263.64	
021511/00		OCCUPATIONAL THERAPY FOR CHILDREN 2129 THIRD AVENUE SACRAMENTO, CA 95818						
584	PO-000486	05/11/2010	10-04-11	1	01-6500-0-5800-102-5750-1180-003-000	NN P	340.00	340.00
TOTAL PAYMENT AMOUNT					340.00 *		340.00	
022163/00		ODYSSEY 7150 SANTA JUANITA AVE. ORANGEVALE, CA 95662						
661	PO-000562	05/11/2010	8002000	1	01-6500-0-5800-102-5750-1180-003-000	NN P	3,479.50	3,479.50
TOTAL PAYMENT AMOUNT					3,479.50 *		3,479.50	
017576/00		OFFICE DEPOT/BUS.SERVICES DIV P.O. BOX 70025 LOS ANGELES, CA 90074-0025						
2418	PO-002023	05/11/2010	513633505001	1	01-0000-0-4300-238-1110-1000-010-000	NN P	8.78	8.78
2418	PO-002023	05/11/2010	513633503001	1	01-0000-0-4300-238-1110-1000-010-000	NN F	77.83	77.83
2521	PO-002127	05/11/2010	515317556001	1	01-6500-0-4300-102-5770-1120-003-025	NN F	12.51	9.24
TOTAL PAYMENT AMOUNT					95.85 *		95.85	

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP	Liq Amt	Net Amount		
016784/00	PEST CONTROL CENTER INC. 3845 MADISON AVENUE NORTH HIGHLANDS, CA 95660-501						
165 PO-000126	05/11/2010	114078	2 01-0000-0-5500-106-0000-8110-007-000 NN P	797.00	797.00		
TOTAL PAYMENT AMOUNT			797.00 *		797.00		
018586/00	PHOTO IMAGE NEWS NETWORK 145 BOXWOOD ROAD AIKEN, SC 29803						
2574 PO-002164	05/11/2010	6861	1 01-3550-0-4300-472-1110-1000-014-000 YN F	221.83	203.98		
TOTAL PAYMENT AMOUNT			203.98 *		203.98		
TOTAL USE TAX AMOUNT			17.85				
010257/00	RADIO SHACK CORPORATION P.O. BOX 848549 DALLAS, TX 75284-8549						
47 PO-000063	05/12/2010	811149	1 01-8150-0-4300-106-0000-8110-007-000 NN P	32.59	32.59		
TOTAL PAYMENT AMOUNT			32.59 *		32.59		
021678/00	RANCHO LEARNING CENTER 3063 GOLD CANAL DRIVE RANCHO CORDOVA, CA 95670						
497 PO-000408	05/11/2010	ELEMENTARY	1 01-6500-0-5800-102-5750-1180-003-000 NN P	7,151.36	7,151.36		
497 PO-000408	05/11/2010	HS	1 01-6500-0-5800-102-5750-1180-003-000 NN P	16,387.44	16,387.44		
TOTAL PAYMENT AMOUNT			23,538.80 *		23,538.80		
010546/00	RIVERSIDE PUBLISHING CO. HM RECEIVABLES CO LLC 14046 COLLECTIONS CENTER DR CHICAGO, IL 60693-0050						
2532 PO-002133	05/11/2010	945674932	1 01-6500-0-4300-102-5770-1110-003-001 NN F	102.55	106.58		
TOTAL PAYMENT AMOUNT			106.58 *		106.58		

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date				FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
010552/00		SAC VAL JANITORIAL SALES & SERVICES, INC. 2421 DEL MONTE STREET WEST SACRAMENTO, CA 95691						
2664 PO-002255	05/12/2010	01891869		1	01-0000-0-4300-111-0000-8200-007-000 NN F		1,978.15	1,643.10
TOTAL PAYMENT AMOUNT							1,643.10 *	1,643.10
010264/00		SACRAMENTO BEE P.O. BOX 11967 FRESNO, CA 93776-1967						
368 PO-000303	05/11/2010	2297768		1	01-0000-0-5800-110-0000-7200-004-000 NN F		230.00	320.00
TOTAL PAYMENT AMOUNT							320.00 *	320.00
010802/00		SACRAMENTO MACHINERY CO. 729 W. DEL PASO ROAD SACRAMENTO, CA 95834						
48 PO-000064	05/12/2010	619715		1	01-8150-0-4300-106-0000-8110-007-000 N P		76.07	76.07
TOTAL PAYMENT AMOUNT							76.07 *	76.07
020984/00		SAME DAY SIGNS 7637 FAIR OAKS BLVD CARMICHAEL, CA 95608	680453208					
742 PO-000663	05/11/2010	32228		1	01-8150-0-5800-106-0000-8110-007-000 NN F		254.18	254.18
742 PO-000663	05/11/2010	32228		2	01-8150-0-5800-106-0000-8110-007-000 NN P		79.45	79.45
TOTAL PAYMENT AMOUNT							333.63 *	333.63
020981/00		SAVE MART SUPERMARKETS DEPT. 33486-01 P.O. BOX 39000 SAN FRANCISCO, CA 94139						
898 PO-000747	05/11/2010	2581147		1	01-0000-0-4300-601-9728-1006-017-000 NN P		4.76	4.76
1175 PO-000985	05/11/2010	2581083		1	01-6500-0-4300-102-5750-1110-003-020 NN P		21.22	21.22
2719 PO-002302	05/11/2010	2581146		1	01-0000-0-4300-110-0000-7200-004-000 NN F		100.00	92.78
TOTAL PAYMENT AMOUNT							118.76 *	118.76

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
016408/00		SIERRA HEALTH FOUNDATION COMM. PARTNERSHIP FOR HEALTHY 1321 GARDEN HIGHWAY SACRAMENTO, CA 95833					
2735 PO-002324	05/11/2010	0510-001	1	01-5635-0-5200-601-1220-1000-017-000	N F	150.00	150.00
			TOTAL PAYMENT AMOUNT			150.00 *	150.00
019222/00		SIERRA PEDIATRICS 8485 BARTON ROAD GRANITE BAY, CA 95746	942869623				
914 PO-000763	05/12/2010	CABA000001	1	01-6500-0-5800-102-5750-1180-003-000	N P	500.00	500.00
			TOTAL PAYMENT AMOUNT			500.00 *	500.00
014558/00		SPURR P.O. BOX 45526 SAN FRANCISCO, CA 941450526					
156 PO-000118	05/11/2010	30803	1	01-0000-0-5520-106-0000-8110-007-000	NN P	5,848.94	5,848.94
			TOTAL PAYMENT AMOUNT			5,848.94 *	5,848.94
014516/00		STARR, NANCY 					
1564 PO-001314	05/11/2010	APRIL	1	01-6500-0-5800-102-5770-3600-003-000	NN P	592.00	592.00
			TOTAL PAYMENT AMOUNT			592.00 *	592.00
021888/00		SUPERIOR PRESS 11930 HAMDEN PLACE SANTA FE SPRINGS, CA 90670					
2617 PO-002201	05/11/2010	1325586	1	01-0000-0-5800-105-0000-7200-005-000	NN F	1,329.76	1,336.14
			TOTAL PAYMENT AMOUNT			1,336.14 *	1,336.14

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
021813/00	SUREWEST						
	P.O. BOX 30697						
	LOS ANGELES, CA 90030-0697						
351 PO-000289	05/11/2010	604457-001	1 01-0000-0-5902-115-0000-7700-007-000 NN F		599.67	599.67	
351 PO-000289	05/11/2010	604457-001	2 01-0000-0-5902-115-0000-7700-007-000 NN P		746.63	746.63	
TOTAL PAYMENT AMOUNT			1,346.30 *			1,346.30	
017507/00	TALBERT, SYLVIA						
	[REDACTED]						
2737 PO-002326	05/11/2010	MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000 NN F		160.70	160.70	
TOTAL PAYMENT AMOUNT			160.70 *			160.70	
020075/00	TATYANA SILCHUK						
	MOSES SILCHUK						
	[REDACTED]						
772 PO-000641	05/11/2010	APRIL	2 01-6500-0-5800-102-5770-3600-003-000 NN P		53.88	53.88	
772 PO-000641	05/11/2010	APRIL	1 01-6500-0-5800-102-5770-3600-003-000 NN F		162.72	162.72	
TOTAL PAYMENT AMOUNT			216.60 *			216.60	
022253/00	THERAPEUTIC PATHWAYS						
	1115 14TH STREET						
	MODESTO, CA 95324						
572 PO-000480	05/11/2010	7601B	1 01-6500-0-5800-102-5750-1180-003-000 NN P		3,616.88	3,616.88	
TOTAL PAYMENT AMOUNT			3,616.88 *			3,616.88	
016370/00	TWIN RIVERS UNIFIED SCH DIST						
	3222 WINONA WAY						
	NORTH HIGHLANDS, CA 95660						
1204 PO-001010	05/11/2010	101512	1 01-0031-0-5800-110-0000-8300-004-000 NN P		11,775.00	11,775.00	
TOTAL PAYMENT AMOUNT			11,775.00 *			11,775.00	

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
014863/00	UHS SCHOOLS P.O. BOX 79180 CITY OF INDUSTRY, CA 91716-91						
565 PO-000468	05/12/2010 APR		1 01-6500-0-5800-102-5750-1180-003-000 NN P			7,424.44	7,424.44
			TOTAL PAYMENT AMOUNT	7,424.44 *			7,424.44
010127/00	UNITED PARCEL SERVICE P.O. BOX 894820 LOS ANGELES, CA 90189-4820						
2645 PO-002237	05/11/2010 YW013180		1 01-6500-0-5901-102-5770-1120-003-021 NN F			22.74	22.74
			TOTAL PAYMENT AMOUNT	22.74 *			22.74
022179/00	US HEALTHWORKS TB TESTS P.O. BOX 50042 LOS ANGELES, CA 90074						
2685 PO-002277	05/11/2010 1694061-CA		1 01-0000-0-5800-110-0000-7200-004-000 NN P			76.00	76.00
2685 PO-002277	05/11/2010 1697346-CA		1 01-0000-0-5800-110-0000-7200-004-000 NN P			209.00	209.00
			TOTAL PAYMENT AMOUNT	285.00 *			285.00
015191/00	WACHOB, CYNTHIA [REDACTED]						
601 PO-000502	05/11/2010 APRIL		1 01-6500-0-5210-102-5060-2110-003-000 N F			66.45	66.45
601 PO-000502	05/11/2010 APRIL		2 01-6500-0-5210-102-5060-2110-003-000 N P			74.55	74.55
			TOTAL PAYMENT AMOUNT	141.00 *			141.00
022348/00	WILSON, SHERRY [REDACTED]						
100 PO-000090	05/12/2010 231		1 01-7230-0-5800-112-0000-3600-007-000 NN P			10.90	10.90
			TOTAL PAYMENT AMOUNT	10.90 *			10.90
			TOTAL FUND PAYMENT	103,597.97 **			103,597.97
			TOTAL USE TAX AMOUNT	109.76			

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FUND : 11 ADULT EDUCATION FUND

Vendor/Addr	Remit name	Description
Reg Reference	Date	
020892/00		CALIFORNIA STATE CONSORTIUM FOR ADULT EDUCATION 1840 BENTON STREET SANTA CLARA, CA 95050

Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
FD-RESO-P-ORJE-SIT-GOAL-FUNC-RES-DEP	T9MP				

	Liq Amt	Net Amount
100% of Net Income	\$1,687,900	\$1,687,900
Less: 10% of Net Income	(168,790)	(168,790)
Total	\$1,519,110	\$1,519,110

2755 PO-002335 05/12/2010 2010/11

1	11-0030-0-5800-601-4130-1000-017-000	NN F	100.00
TOTAL PAYMENT AMOUNT			100.00
			100.00
			100.00

014773/00 OXFORD UNIVERSITY PRESS
BUSINESS OFFICE
2001 EVANS RD
CARY, NC 27513

2413 PO-002112 05/11/2010 94713105
2413 PO-002112 05/11/2010 94711827

1	11-0030-0-4200-601-4130-1000-017-000	N	P	172.68
1	11-0030-0-4200-601-4130-1000-017-000	N	P	20.51
TOTAL PAYMENT AMOUNT				201.67

TOTAL FUND	PAYMENT	301.67	301.67
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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
011602/00	DANIELSEN CO., THE 435 SOUTHGATE COURT CHICO, CA 95928							
73 PO-000102	05/11/2010	1390999		2	13-5310-0-4300-108-0000-3700-007-000	N P	1,650.23	1,650.23
73 PO-000102	05/11/2010	1390999		4	13-5310-0-4700-108-0000-3700-007-000	N P	8,021.74	8,021.74
TOTAL PAYMENT AMOUNT							9,671.97 *	9,671.97
021080/00	ED JONES FOOD SERVICE INC 5100 FULTON DRIVE SUITE D FAIRFIELD, CA 94534-1639		942828211					
79 PO-000104	05/12/2010	APRIL		3	13-5310-0-4700-108-0000-3700-007-000	NN F	5,645.50	5,645.50
79 PO-000104	05/12/2010	APRIL		4	13-5310-0-4700-108-0000-3700-007-000	NN P	13,548.70	13,548.70
TOTAL PAYMENT AMOUNT							19,194.20 *	19,194.20
018967/00	NEXTEL COMMUNICATIONS INC P.O. BOX 4181 CAROL STREAM, IL 60197-4181							
514 PO-000432	05/11/2010	811116315		1	13-5310-0-5903-108-0000-3700-007-000	NN P	12.35	12.35
TOTAL PAYMENT AMOUNT							12.35 *	12.35
011255/00	SARA LEE BAKERY GROUP EARTHGRAINS P.O. BOX 4412 BRIDGETON, MO 63044-4412							
126 PO-000106	05/11/2010	92388323		1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,216.30	1,216.30
TOTAL PAYMENT AMOUNT							1,216.30 *	1,216.30
011422/00	SYSCO OF SAN FRANCISCO PO BOX 138007 SACRAMENTO, CA 95813-8007							
76 PO-000103	05/11/2010	095638		3	13-5310-0-4300-108-0000-3700-007-000	NN P	2,079.46	2,079.46
76 PO-000103	05/11/2010	095638		1	13-5310-0-4700-108-0000-3700-007-000	NN P	12,042.68	12,042.68
TOTAL PAYMENT AMOUNT							14,122.14 *	14,122.14
TOTAL FUND PAYMENT							44,216.96 **	44,216.96

81 CENTER UNIFIED SCHOOL DIST.
05-14-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0065 05-14-2010
FUND : 14 DEFERRED MAINTENANCE FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
010609/00		KELLY MOORE PAINT CO NORCAL CPC 105 ELMIRA ROAD, SUITE 500 VACAVILLE, CA 95687					
395 PO-000297	05/11/2010	203-71210		1 14-0024-0-4300-106-9602-8110-007-000 NN P		95.96	95.96
			TOTAL PAYMENT AMOUNT		95.96 *		95.96
			TOTAL FUND	PAYMENT	95.96 **		95.96
			TOTAL BATCH PAYMENT		148,212.56 ***	0.00	148,212.56
			TOTAL USE TAX AMOUNT		109.76		

81 CENTER UNIFIED SCHOOL DIST.
05-14-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0066 0-batch
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		
019769/00		AMERICAN EXPRESS					
		BOX 0001					
		LOS ANGELES, CA 90096-0001					
116 PO-000045	05/11/2010	CLOSE	1	01-0000-0-5200-101-0000-7150-002-000	NN C	21.48	0.00
116 PO-000045	05/11/2010	CLOSE	2	01-0000-0-5200-110-0000-7200-004-000	NN C	21.48	0.00
116 PO-000045	05/11/2010	CLOSE	3	01-0000-0-5200-120-0000-7110-001-000	NN C	21.48	0.00
TOTAL PAYMENT AMOUNT						0.00 *	0.00
TOTAL FUND PAYMENT						0.00 **	0.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0066 0-batch
FUND : 09 CHARTER SCHOOLS

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
022368/00		ALLGOOD EDUCATION CORP 13645 A TUOLUMNE RD. SONORA, CA 95370					
645 PO-000554	05/11/2010	CLOSE					
			1 09-1100-0-5800-501-1110-1000-016-000 NN C			1,545.00	0.00
		TOTAL PAYMENT AMOUNT		0.00 *			0.00
		TOTAL FUND PAYMENT		0.00 **			0.00
		TOTAL BATCH PAYMENT		0.00 ***	0.00		0.00
		TOTAL DISTRICT PAYMENT		148,212.56 ****	0.00		148,212.56
		TOTAL USE TAX AMOUNT		109.76			
		TOTAL FOR ALL DISTRICTS:		148,212.56 ****	0.00		148,212.56
		TOTAL USE TAX AMOUNT		109.76			

Number of warrants to be printed: 77, not counting voids due to stub overflows.

Batch status: A All
From batch: 0069
To batch: 0070
Include Revolving Cash: Y
Include Address: Y

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
015797/00	ACE SUPPLY HARDWARE NORTH 7115 WATT AVENUE, SUITE 100 NORTH HIGHLANDS, CA 95660						
52 PO-000068	05/25/2010	79341/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	6.53	6.53
52 PO-000068	05/25/2010	79457/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	15.21	15.21
TOTAL PAYMENT AMOUNT						21.74 *	21.74
010226/00	AIRGAS NCM P.O. BOX 7425 PASADENA, CA 91109-7425	232491493					
370 PO-000305	05/25/2010	102054877	1	01-0000-0-4300-472-1210-1000-014-000	NN P	28.22	28.22
TOTAL PAYMENT AMOUNT						28.22 *	28.22
010669/00	ALHAMBRA & SIERRA SPRINGS P.O. BOX 660579 DALLAS, TX 75266-0579						
98 PO-000088	05/25/2010	27047404781257	1	01-7230-0-4300-112-0000-3600-007-000	NN P	39.05	39.05
179 PO-000131	05/25/2010	27053384782453	1	01-8150-0-4300-106-0000-8110-007-000	NN P	72.69	72.69
374 PO-000309	05/25/2010	27045104780794	1	01-0000-0-4300-103-0000-7200-003-000	NN P	45.04	45.04
399 PO-000328	05/25/2010	27050334781839	1	01-0000-0-4300-475-3200-2700-015-000	NN P	38.72	38.72
TOTAL PAYMENT AMOUNT						195.50 *	195.50
014733/00	ALL WEST COACHLINES INC. 7701 WILBUR WAY SACRAMENTO, CA 95828						
2808 PO-002377	05/27/2010	32685	1	01-0000-0-5810-472-1110-4000-014-915	NN P	634.50	634.50
2808 PO-002377	05/27/2010	32835	1	01-0000-0-5810-472-1110-4000-014-915	NN F	634.50	634.50
2810 PO-002379	05/27/2010	32669	1	01-0000-0-5810-371-1110-1000-012-916	NN F	915.84	915.84
TOTAL PAYMENT AMOUNT						2,184.84 *	2,184.84
010564/00	APPLE COMPUTER P.O. BOX 31001-0270 PASADENA, CA 91110-0270						
2752 PO-002328	05/26/2010	9838851290	1	01-0000-0-4400-115-0000-7700-007-000	NN F	2,866.65	2,844.34
TOTAL PAYMENT AMOUNT						2,844.34 *	2,844.34

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
018533/00	ATKINSON ANDELSON LOYA RUUD & ROMO 12800 CENTER COURT DRIVE SUITE 300 CERRITOS, CA 90703	953378600					
814 PO-000675	05/25/2010	357422	3 01-0000-0-5804-105-0000-7200-005-000 NE P			36,933.73	36,933.73
			TOTAL PAYMENT AMOUNT	36,933.73 *			36,933.73
014056/00	BENDER, LINDA [REDACTED]						
2785 PO-002365	05/25/2010	REIMB	2 01-6520-0-4300-472-5770-1110-003-000 N F			52.16	52.16
2785 PO-002365	05/25/2010	REIMB	1 01-6520-0-5200-472-5770-1110-003-000 N F			189.50	189.50
2785 PO-002365	05/25/2010	REIMB	3 01-6520-0-5210-472-5770-1110-003-000 N F			41.00	41.00
			TOTAL PAYMENT AMOUNT	282.66 *			282.66
010706/00	BURKE ENGINEERING CO 9700 FACTORIAL WAY SO.EL MONTE, CA 91733-1799						
24 PO-000032	05/25/2010	S3000434.1	1 01-8150-0-4300-106-0000-8110-007-000 NN P			107.66	107.66
			TOTAL PAYMENT AMOUNT	107.66 *			107.66
010340/00	CALIFORNIA STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE/ CASHIERING PO BOX 944255 SACRAMENTO, CA 94244-2550						
1224 PO-001036	05/25/2010	789584	1 01-0000-0-5800-110-0000-7200-004-000 NN P			115.00	115.00
			TOTAL PAYMENT AMOUNT	115.00 *			115.00
020305/00	CDW GOVERNMENT INC. 75 REMITTANCE DRIVE SUITE 1515 CHICAGO, IL 60675-1515						
2756 PO-002332	05/25/2010	SQD1254	1 01-0000-0-4300-115-0000-7700-007-000 NN P			161.95	161.95
2756 PO-002332	05/25/2010	SPV1018	1 01-0000-0-4300-115-0000-7700-007-000 NN P			301.88	301.88
2756 PO-002332	05/25/2010	SRD7176	1 01-0000-0-4300-115-0000-7700-007-000 NN F			40.50	40.49
			TOTAL PAYMENT AMOUNT	504.32 *			504.32

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
014449/00	CENTER HIGH SCHOOL STUDENT BODY FUND 3111 CENTER COURT LANE ANTELOPE, CA 95843						
2816 PO-002398	05/27/2010	reimb	1	01-5630-0-4300-601-1220-1000-017-000	NN F	75.00	75.00
TOTAL PAYMENT AMOUNT						75.00 *	75.00
015699/00	CLARK SECURITY PRODUCTS P.O. BOX 31001-1195 PASADENA, CA 91110-1195						
28 PO-000036	05/25/2010	SA99775901	1	01-8150-0-4300-106-0000-8110-007-000	NN P	80.12	80.12
28 PO-000036	05/25/2010	SA99837901	1	01-8150-0-4300-106-0000-8110-007-000	NN P	1,359.73	1,534.76
TOTAL PAYMENT AMOUNT						1,614.88 *	1,614.88
021934/00	COLONIAL VAN AND STORAGE INC 5901 88TH STREET #700 SACRAMENTO, CA 95828	942165506					
2801 PO-002372	05/27/2010	22302	1	01-8150-0-4300-106-0000-8110-007-000	NN F	302.50	302.50
TOTAL PAYMENT AMOUNT						302.50 *	302.50
010236/00	CREATIVE BUS SALES 13501 BENSON AVE. CHINO, CA 91710						
2828 PO-002387	05/27/2010	0018959	1	01-7230-0-4300-112-0000-3600-007-000	NN P	8.36	8.36
2828 PO-002387	05/27/2010	0018957	1	01-7230-0-4300-112-0000-3600-007-000	NN F	269.27	269.27
TOTAL PAYMENT AMOUNT						277.63 *	277.63
019071/00	DISCOUNT AUTOMATICS INC. 4500 DRY CREEK RD. #8 SACRAMENTO, CA 95838						
2829 PO-002388	05/27/2010	32270	1	01-7230-0-5600-112-0000-3600-007-000	NN F	479.89	479.89
TOTAL PAYMENT AMOUNT						479.89 *	479.89

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
019475/00	ELDER, RONALD						
2840 PO-002393	05/27/2010	REIMB	1 01-7230-0-5210-112-0000-3600-007-000 NN F			7.85	7.85
TOTAL PAYMENT AMOUNT						7.85 *	7.85
015512/00	EMPLOYMENT DEVELOPMENT DEPT.						
	P.O. BOX 2482						
	SACRAMENTO, CA 95812-2482						
2848 PO-002403	05/27/2010	942-1902-9	1 01-0000-0-9557-000-0000-0000-000-000 NN F			2,761.80	2,761.80
TOTAL PAYMENT AMOUNT						2,761.80 *	2,761.80
019262/00	ENTERPRISE RENT A CAR						
	ATTN: ACCOUNTS RECEIVABLE						
	199 N SUNRISE AVE, DEPT C						
	ROSEVILLE, CA 95661-2900						
2838 PO-002392	05/27/2010	D842700	1 01-0000-0-5810-472-1110-4000-014-915 NN P			101.55	101.55
2838 PO-002392	05/27/2010	D842701	1 01-0000-0-5810-472-1110-4000-014-915 NN P			101.55	101.55
2838 PO-002392	05/27/2010	D842638	1 01-0000-0-5810-472-1110-4000-014-915 NN F			91.46	91.46
TOTAL PAYMENT AMOUNT						294.56 *	294.56
021772/00	ENVIRONMENTAL MICROBIOLOGY	271956592					
	LABORATORY INC.						
	DEPT. LA 22359						
	PASADENA, CA 91185						
1937 PO-001621	05/26/2010	431184464	1 01-8150-0-4300-106-0000-8110-007-000 NN P			52.20	52.20
1937 PO-001621	05/26/2010	43118477	1 01-8150-0-4300-106-0000-8110-007-000 NN P			231.60	246.00
TOTAL PAYMENT AMOUNT						298.20 *	298.20
011132/00	FEDEX						
	P.O. BOX 7221						
	PASADENA, CA 91109-7321						
299 PO-000248	05/25/2010	7-098-74395	1 01-0000-0-5901-105-0000-7200-005-000 NN P			22.47	22.47
332 PO-000269	05/25/2010	7-098-74395	1 01-8150-0-5901-106-0000-8110-007-000 NN P			20.01	20.01
TOTAL PAYMENT AMOUNT						42.48 *	42.48

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
022347/00		GIVE SOMETHING BACK P.O. BOX 89-4135 LOS ANGELES, CA 90189-4135					
2349 PO-001983	05/26/2010	1670516-0	1 01-5640-0-4300-601-9728-1000-017-081 NN F			101.47	132.21
		TOTAL PAYMENT AMOUNT	132.21 *				132.21
018295/00		GOODY, LAUREN [REDACTED]					
2843 PO-002401	05/27/2010	reimb	1 01-4203-0-4300-103-4760-1000-003-000 NN F			32.63	32.63
		TOTAL PAYMENT AMOUNT	32.63 *				32.63
010602/00		HI-LINE ELECTRICAL & MECH P.O. BOX 972081 DALLAS, TX 75397-2081					
2811 PO-002380	05/27/2010	10039411	1 01-7230-0-4300-112-0000-3600-007-000 NN F			210.18	210.18
		TOTAL PAYMENT AMOUNT	210.18 *				210.18
021609/00		HIMENES, ALAN [REDACTED]					
2797 PO-002367	05/25/2010	REIMB	1 01-0000-0-5550-106-0000-8110-007-000 NN F			42.00	42.00
		TOTAL PAYMENT AMOUNT	42.00 *				42.00
019696/00		JOSTENS P.O. BOX 208 SHELBYVILLE, TN 37162-9905					
2027 PO-001709	05/25/2010	14047442	1 01-0000-0-5800-472-0000-2700-014-000 NN P			1,804.70	1,804.70
2027 PO-001709	05/25/2010	14106443	1 01-0000-0-5800-472-0000-2700-014-000 NN F			243.74	80.60
		TOTAL PAYMENT AMOUNT	1,885.30 *				1,885.30

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
021874/00	KIDWELL, TAMBRA						
113 PO-000097	05/25/2010	009-173,13	2 01-7230-0-5800-112-0000-3600-007-000	NN	P	13.05	13.05
2827 PO-002386	05/27/2010	REIMB	1 01-7230-0-5210-112-0000-3600-007-000	NN	F	19.60	19.60
TOTAL PAYMENT AMOUNT			32.65 *			32.65	32.65
016071/00	MAISCH, PATRICIA						
2819 PO-002400	05/27/2010	reimb	1 01-5630-0-5800-601-1220-1000-017-000	NN	F	62.70	62.70
TOTAL PAYMENT AMOUNT			62.70 *			62.70	62.70
019877/00	MASON, VENESSA						
2818 PO-002399	05/27/2010	reimb	1 01-0000-0-4300-601-9728-1006-017-000	NN	F	389.32	389.32
TOTAL PAYMENT AMOUNT			389.32 *			389.32	389.32
019246/00	MAYER-JOHNSON LLC						
P.O. BOX 643661							
PITTSBURGH, PA 15264-3661							
2439 PO-002036	05/25/2010	4174-MJI-31600	1 01-6500-0-4300-102-5770-1191-003-045	YN	F	130.48	107.98
TOTAL PAYMENT AMOUNT			107.98 *			107.98	107.98
TOTAL USE TAX AMOUNT			9.45				
022172/00	MED TRANS MEDICAL/LEGAL						
AMBULATORY TRANSPORTATION							
AND INTERPRETING SERVICES							
P.O. BOX 348046							
SACRAMENTO, CA 95834-8046							
2251 PO-001897	05/25/2010	620	1 01-6500-0-5800-102-5750-1180-003-000	NN	F	6,195.00	6,195.00
2790 PO-002362	05/25/2010	620	1 01-6500-0-5800-102-5750-1180-003-000	NN	P	3,075.00	3,075.00
TOTAL PAYMENT AMOUNT			9,270.00 *			9,270.00	9,270.00

81 CENTER UNIFIED SCHOOL DIST.
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BATCH: 0069 05-28-10
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Vendor/Addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
015957/00	MYERS, HOLLAND									
2806	PO-002375	05/27/2010	reimb				1 01-3550-0-4300-472-1110-1000-014-000	NN F	448.00	448.00
TOTAL PAYMENT AMOUNT										448.00
017576/00	OFFICE DEPOT/BUS.SERVICES DIV									
	P.O. BOX 70025									
	LOS ANGELES, CA 90074-0025									
2771	PO-002345	05/25/2010	519057986001				1 01-0000-0-4300-115-0000-7700-007-000	NN F	25.32	25.32
TOTAL PAYMENT AMOUNT										25.32
017857/00	PICKETT, MARIA									
2794	PO-002360	05/25/2010	REFUND				1 01-0000-0-4200-103-0000-2420-003-000	NN F	15.00	15.00
TOTAL PAYMENT AMOUNT										15.00
014069/00	PLATT ELECTRIC SUPPLY									
	4201 S. MARKET COURT									
	SACRAMENTO, CA 95834									
46	PO-000062	05/26/2010	7737541				1 01-8150-0-4300-106-0000-8110-007-000	NN P	38.46	38.46
46	PO-000062	05/26/2010	7749435				1 01-8150-0-4300-106-0000-8110-007-000	NN P	248.78	248.78
46	PO-000062	05/26/2010	7734898				1 01-8150-0-4300-106-0000-8110-007-000	NN P	32.76	32.76
46	PO-000062	05/26/2010	7730837				1 01-8150-0-4300-106-0000-8110-007-000	NN P	24.87	24.87
46	PO-000062	05/26/2010	7766309				1 01-8150-0-4300-106-0000-8110-007-000	NN P	13.46	13.46
46	PO-000062	05/26/2010	7762927				1 01-8150-0-4300-106-0000-8110-007-000	NN P	27.62	27.62
TOTAL PAYMENT AMOUNT										385.95
011238/00	RELIABLE TIRE									
	P.O. BOX 1381									
	WEST SACRAMENTO, CA 95691									
115	PO-000099	05/26/2010	74165				1 01-7230-0-4300-112-0000-3600-007-000	NN P	19.58	19.58
TOTAL PAYMENT AMOUNT										19.58

81 CENTER UNIFIED SCHOOL DIST.
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BATCH: 0069 05-28-10
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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date							
010627/00		RIVERVIEW INTERNATIONAL TRUCKS P.O. BOX 716 ACCOUNTS RECEIVABLE WEST SACRAMENTO, CA 95691						
2438 PO-002035	05/26/2010	703725		1 01-7230-0-4300-112-0000-3600-007-000 NN P			96.44	96.44
			TOTAL PAYMENT AMOUNT		96.44 *			96.44
010552/00		SAC VAL JANITORIAL SALES & SERVICES, INC. 2421 DEL MONTE STREET WEST SACRAMENTO, CA 95691						
2013 PO-001695	05/25/2010	01895293		1 01-0000-0-9320-000-0000-0000-000-000 NN P			599.15	599.15
			TOTAL PAYMENT AMOUNT		599.15 *			599.15
022398/00		SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES P.O. BOX 269003 SCHOOL READINESS SACRAMENTO, CA 95826-9003						
2831 PO-002389	05/27/2010	101841		1 01-6500-0-7142-102-5770-9200-003-000 NN F			198,950.00	198,950.00
			TOTAL PAYMENT AMOUNT		198,950.00 *			198,950.00
013973/00		SAMBA HOLDINGS INC 1730 MONTANO RD.NW,SUITE F ALBUQUERQUE, NM 87107						
1017 PO-000855	05/26/2010	0118323-IN		1 01-7230-0-5600-112-0000-3600-007-000 NN P			19.00	19.00
			TOTAL PAYMENT AMOUNT		19.00 *			19.00
020981/00		SAVE MART SUPERMARKETS DEPT. 33486-01 P.O. BOX 39000 SAN FRANCISCO, CA 94139						
904 PO-000751	05/26/2010	2581025		1 01-0000-0-4300-601-9728-1006-017-000 NN P			77.03	77.03
1220 PO-001026	05/25/2010	2581031		1 01-0000-0-4300-120-0000-7110-001-000 NN P			5.08	5.08
1914 PO-001611	05/27/2010	2581033		1 01-3010-0-4300-371-1110-1000-012-000 NN F			398.37	259.93
2421 PO-002053	05/26/2010	2581035		1 01-0000-0-4300-472-1209-1000-014-000 NN F			800.00	790.03
			TOTAL PAYMENT AMOUNT		1,132.07 *			1,132.07

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr Req Reference	Remit name Data	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
014786/00	SCHOOL SPECIALTY MB UNIT #67-3106 MILWAUKEE, WI 53268-3106		390971239					
2766 PO-002340	05/26/2010	208103845499		1 01-3010-0-4300-371-1110-1000-012-000 NN F			664.63	661.57
				TOTAL PAYMENT AMOUNT	661.57 *			661.57
018930/00	SCHOOL SPECIALTY INC MB UNIT 67-3106 MILWAUKEE, WI 53268-3106		390971239					
2392 PO-002016	05/25/2010	308100563361		1 01-3010-0-4300-371-1110-1000-012-000 NN F			2,628.32	2,628.32
				TOTAL PAYMENT AMOUNT	2,628.32 *			2,628.32
010373/00	SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 958276710							
101 PO-000091	05/26/2010	2010UST-22		1 01-7230-0-5800-112-0000-3600-007-000 NN F			150.00	150.00
				TOTAL PAYMENT AMOUNT	150.00 *			150.00
013910/00	SHIELDS HARPER & CO. P.O. BOX 2367 MARTINEZ, CA 94553							
2812 PO-002381	05/27/2010	58105		1 01-7230-0-5800-112-0000-3600-007-000 NN F			506.50	506.50
				TOTAL PAYMENT AMOUNT	506.50 *			506.50
022037/00	SILVERADO STAGES INC 241 B PRADO ROAD SAN LUIS OBISPO, CA 93401							
2807 PO-002376	05/27/2010	40603		1 01-0000-0-5810-472-1284-1000-014-000 NN F			1,422.00	1,422.00
				TOTAL PAYMENT AMOUNT	1,422.00 *			1,422.00

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
018066/00	SUPER DUPER INC. PO BOX 24997 GREENVILLE, SC 29616-2497						
2325 PO-001953	05/25/2010 1538719A,B		1 01-5640-0-4300-601-9728-3150-017-000 NN F		53.72	44.60	
TOTAL PAYMENT AMOUNT						44.60 *	44.60
021813/00	SUREWEST P.O. BOX 30697 LOS ANGELES, CA 90030-0697						
321 PO-000260	05/25/2010 604800-001		1 01-0000-0-5902-106-0000-8110-007-000 NN P		559.56	559.56	
TOTAL PAYMENT AMOUNT						559.56 *	559.56
017253/00	TERKENSHA ASSOCIATES NORTH AREA MENTAL HEALTH CENTER 811 D GRAND AVENUE SACRAMENTO, CA 95838	942638325					
2781 PO-002361	05/25/2010 CONSULT,TRAIN		1 01-6250-0-5800-601-0000-3110-017-000 NN F		1,440.00	1,440.00	
TOTAL PAYMENT AMOUNT						1,440.00 *	1,440.00
014079/00	THYSSENKRUPP ELEVATOR CORP P.O. BOX 933013 ATLANTA, GA 31193-3013						
162 PO-000123	05/26/2010 1090074785		1 01-0000-0-5600-106-0000-8110-007-000 NN P		795.57	795.57	
162 PO-000123	05/26/2010 1090074786		1 01-0000-0-5600-106-0000-8110-007-000 NN P		88.40	88.40	
TOTAL PAYMENT AMOUNT						883.97 *	883.97
022179/00	US HEALTHWORKS TB TESTS P.O. BOX 50042 LOS ANGELES, CA 90074						
2685 PO-002277	05/25/2010 1701721-CA		1 01-0000-0-5800-110-0000-7200-004-000 NN P		76.00	76.00	
2685 PO-002277	05/25/2010 1703292-CA		1 01-0000-0-5800-110-0000-7200-004-000 NN P		76.00	76.00	
2685 PO-002277	05/25/2010 1705315CA		1 01-0000-0-5800-110-0000-7200-004-000 NN P		114.00	114.00	
TOTAL PAYMENT AMOUNT						266.00 *	266.00

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
016252/00	WALTON ENGINEERING INC P.O. BOX 1025 WEST SACRAMENTO, CA 95691						
2815 PO-002383	05/27/2010	56872	1 01-7230-0-5800-112-0000-3600-007-000 NN F			580.00	580.00
			TOTAL PAYMENT AMOUNT	580.00 *			580.00
018993/00	WEST GROUP PAYMENT CENTER P.O. BOX 6292 CAROL STREAM, IL 60197-6292						
2791 PO-002363	05/25/2010	819908910	1 01-0000-0-4300-110-0000-7200-004-000 NN F			56.55	56.55
			TOTAL PAYMENT AMOUNT	56.55 *			56.55
018567/00	WESTERN STATES GLASS P.O. BOX 6058 FREMONT, CA 94538-0658						
1662 PO-001393	05/25/2010	741958	1 01-8150-0-4300-106-0000-8110-007-000 NN P			41.66	41.66
			TOTAL PAYMENT AMOUNT	41.66 *			41.66
022348/00	WILSON, SHERRY [REDACTED]						
100 PO-000090	05/25/2010	009-12,13	2 01-7230-0-5800-112-0000-3600-007-000 NN P			9.81	9.81
			TOTAL PAYMENT AMOUNT	9.81 *			9.81
017313/00	XEROX CORPORATION P.O. BOX 7405 PASADENA, CA 91109-7405						
411 PO-000339	05/26/2010	110423597	1 01-0000-0-5800-115-9790-8200-007-000 NN P			42,280.05	42,280.05
411 PO-000339	05/26/2010	110423598	1 01-0000-0-5800-115-9790-8200-007-000 NN P			598.93	598.93
2371 PO-001996	05/26/2010	110423597	1 01-0000-0-9320-000-0000-0000-000-000 NN F			321.55	372.16
			TOTAL PAYMENT AMOUNT	43,251.14 *			43,251.14

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description					Liq Amt	Net Amount

010112/00 YEGOROV, VAL

2825 PO-002370 05/27/2010 reimb

1 01-0000-0-4200-103-0000-2420-003-000 NN F	7.00	7.00
TOTAL PAYMENT AMOUNT	7.00 *	7.00

TOTAL FUND PAYMENT	315,736.96 **	315,736.96
TOTAL USE TAX AMOUNT	9.45	

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 09 CHARTER SCHOOLS

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
022037/00		SILVERADO STAGES INC 241 B PRADO ROAD SAN LUIS OBISPO, CA 93401						
2804 PO-002373	05/27/2010	41345			1 09-0700-0-5810-503-1110-1000-018-000 NN F		3,130.00	3,130.00
					TOTAL PAYMENT AMOUNT		3,130.00 *	3,130.00
					TOTAL FUND PAYMENT		3,130.00 **	3,130.00

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description				FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP	Liq Amt	Net Amount
017576/00		OFFICE DEPOT/BUS.SERVICES DIV P.O. BOX 70025 LOS ANGELES, CA 90074-0025						
2412 PO-002111	05/25/2010	515225542002		1 11-0030-0-4300-601-4130-1000-017-000	NN P		4.61	4.61
2412 PO-002111	05/25/2010	515225542001		1 11-0030-0-4300-601-4130-1000-017-000	NN F		86.98	83.89
TOTAL PAYMENT AMOUNT							88.50 *	88.50
TOTAL FUND PAYMENT							88.50 **	88.50

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 12 CHILD DEVELOPMEN FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
018143/00		CHILD DEVELOPMENT CENTERS INC 4340 STEVENS CREEK BLVD. SUITE 260 SAN JOSE, CA 95129					
1094 PO-000914	05/26/2010	5030-410		1 12-6060-0-5800-100-8500-1000-005-000 NN P		58,835.54	58,835.54
			TOTAL PAYMENT AMOUNT	58,835.54 *			58,835.54
			TOTAL FUND	PAYMENT	58,835.54 **		58,835.54

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
018438/00	ECOLAB FOOD SAFETY SPECIALTIES 24198 NETWORK PLACE CHICAGO, IL 60673-1241						
515 PO-000433	05/25/2010 92050945		1 13-5310-0-4300-108-0000-3700-007-000 NN P			142.29	142.29
			TOTAL PAYMENT AMOUNT	142.29 *			142.29
021080/00	ED JONES FOOD SERVICE INC 5100 FULTON DRIVE SUITE D FAIRFIELD, CA 94534-1639	942828211					
79 PO-000104	05/25/2010 MAY		4 13-5310-0-4700-108-0000-3700-007-000 NN P			7,220.15	7,220.15
			TOTAL PAYMENT AMOUNT	7,220.15 *			7,220.15
016598/00	PLACER COUNTY ENVIRONMENTAL HEALTH 3091 COUNTY CENTER DR.STE.180 AUBURN, CA 95603						
510 PO-000428	05/25/2010 IN0069726		1 13-5310-0-5800-108-0000-3700-007-000 NN F			979.00	979.00
			TOTAL PAYMENT AMOUNT	979.00 *			979.00
016043/00	SHELTONS UNLIMITED MECHANICAL SERVICES 7537 AUSPICIOUS WAY SACRAMENTO, CA 95842	208118193					
518 PO-000436	05/25/2010 1339		2 13-5310-0-5600-108-0000-3700-007-000 N P			360.53	360.53
			TOTAL PAYMENT AMOUNT	360.53 *			360.53
			TOTAL FUND	PAYMENT	8,701.97 **		8,701.97

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 21 BUILDING FUND


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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP					
019750/00	CAPITAL PROGRAM MGMT INC 2150 CAPITOL AVENUE SACRAMENTO, CA 95816		364447158					
2596 PO-002185	05/26/2010 #35			1 21-0000-0-6234-106-9600-8500-007-000 NN P			6,491.00	6,491.00
TOTAL PAYMENT AMOUNT					6,491.00 *			6,491.00
021825/00	DLR GROUP 1050 20TH STREET SUITE 250 SACRAMENTO, CA 95811							
2805 PO-002374	05/27/2010 69813			1 21-0000-0-6210-240-9615-8500-007-000 NN P			836.38	836.38
2805 PO-002374	05/27/2010 70343			1 21-0000-0-6210-240-9615-8500-007-000 NN F			418.54	418.54
2809 PO-002378	05/27/2010 69812			1 21-0000-0-6210-234-9615-8500-007-000 NN P			1,205.01	1,205.01
2809 PO-002378	05/27/2010 70342			1 21-0000-0-6210-234-9615-8500-007-000 NN F			602.50	602.50
TOTAL PAYMENT AMOUNT					3,062.43 *			3,062.43
010641/00	SUN GRO HORTICULTURE DIST INC 36212 TREASURY CENTER CHICAGO, IL 60694-6200							
2814 PO-002382	05/27/2010 1007286			1 21-0000-0-6100-472-9630-8500-007-000 NN F			1,283.00	1,283.00
TOTAL PAYMENT AMOUNT					1,283.00 *			1,283.00
018500/00	WARREN CONSULTING ENGINEERS INC. 160 BLUE RAVINE ROAD, SUITE C FOLSOM, CA 95630		710881835					
2592 PO-002181	05/26/2010 249831			1 21-0000-0-6105-472-9630-8500-007-000 NN F			3,000.00	2,370.00
TOTAL PAYMENT AMOUNT					2,370.00 *			2,370.00
TOTAL FUND PAYMENT					13,206.43 **			13,206.43

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 05-28-10
FUND : 35 SCHOOL FACILITIES FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		
019750/00		CAPITAL PROGRAM MGMT INC 2150 CAPITOL AVENUE SACRAMENTO, CA 95816	364447158				
	PO-900088 05/26/2010 #59			1 35-7710-0-6234-245-9619-8500-007-000 NN P		189.50	189.50
			TOTAL PAYMENT AMOUNT	189.50 *			189.50
016164/00		LUND, MONTE 					
	2835 PO-002390 05/27/2010 #100			1 35-7710-0-6118-245-9619-8500-007-000 NN F		700.00	700.00
			TOTAL PAYMENT AMOUNT	700.00 *			700.00
			TOTAL FUND PAYMENT	889.50 **			889.50
			TOTAL BATCH PAYMENT	400,588.90 ***	0.00		400,588.90
			TOTAL USE TAX AMOUNT	9.45			

81 CENTER UNIFIED SCHOOL DIST.
05-28-2010

ACCOUNTS PAYABLE PRELIST
BATCH: 0070 0-BATCH
FUND : 35 SCHOOL FACILITIES FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
021825/00	DLR GROUP							
	1050 20TH STREET SUITE 250							
	SACRAMENTO, CA 95811							
PO-900613	05/26/2010	CLOSE		1	35-7710-0-6210-240-9615-8500-007-000 NN C		2,775.21	0.00
PO-900614	05/26/2010	CLOSE		1	35-7710-0-6210-240-9615-8500-007-000 NN C		2,027.26	0.00
					TOTAL PAYMENT AMOUNT		0.00 *	0.00
					TOTAL FUND PAYMENT		0.00 **	0.00
					TOTAL BATCH PAYMENT		0.00 ***	0.00
					TOTAL DISTRICT PAYMENT	400,588.90 ****	0.00	400,588.90
					TOTAL USE TAX AMOUNT	9.45		
					TOTAL FOR ALL DISTRICTS:	400,588.90 ****	0.00	400,588.90
					TOTAL USE TAX AMOUNT	9.45		

Number of warrants to be printed: 69, not counting voids due to stub overflows.

Batch status: A All

From batch: 0067

To batch: 0068

Include Revolving Cash: Y

Include Address: Y

81 CENTER UNIFIED SCHOOL DIST.
05-21-10

ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Reg Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP	Liq Amt	Net Amount		
010669/00	ALHAMBRA & SIERRA SPRINGS						
	P.O. BOX 660579						
	DALLAS, TX 75266-0579						
244 PO-000196	05/18/2010	27045224780818	1 01-0000-0-4300-105-0000-7200-005-000 NN P	29.07	29.07		
			TOTAL PAYMENT AMOUNT	29.07 *	29.07		
021763/00	ALL STAR RENTS	342027888					
	2525 CLAY BANK RD.						
	FAIRFIELD, CA 94533						
18 PO-000026	05/18/2010	167903	1 01-8150-0-5600-106-0000-8110-007-000 NN P	144.42	144.42		
			TOTAL PAYMENT AMOUNT	144.42 *	144.42		
019500/00	AVID CENTER						
	9246 LIGHTWAVE AVE.SUITE 200						
	SAN DIEGO, CA 92123-6404						
2708 PO-002298	05/18/2010	42736	1 01-0054-0-9330-000-0000-0000-000-000 NN F	1,340.00	1,340.00		
2708 PO-002298	05/18/2010	42736	2 01-3010-0-9330-000-0000-0000-000-000 NN F	1,340.00	1,340.00		
			TOTAL PAYMENT AMOUNT	2,680.00 *	2,680.00		
016792/00	BAKER, KIM						
	[REDACTED]						
1141 PO-000957	05/19/2010	009-248	1 01-7230-0-5800-112-0000-3600-007-000 NN P	15.14	15.14		
1141 PO-000957	05/19/2010	009-247	1 01-7230-0-5800-112-0000-3600-007-000 NN P	6.89	6.89		
			TOTAL PAYMENT AMOUNT	22.03 *	22.03		
014056/00	BENDER, LINDA						
	[REDACTED]						
2784 PO-002356	05/19/2010	REIMB	1 01-6520-0-5200-472-5770-1110-003-000 N F	324.55	324.55		
			TOTAL PAYMENT AMOUNT	324.55 *	324.55		

81 CENTER UNIFIED SCHOOL DIST.
05-21-10

ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
FUND : 01 GENERAL FUND

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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
018173/00		BURGER PHYSICAL THERAPY SERV. PO BOX 1100 FOLSOM, CA 95763						
660 PO-000561	05/18/2010	STONE		1	01-6500-0-5800-102-5750-1180-003-000	NN P	300.00	300.00
TOTAL PAYMENT AMOUNT							300.00 *	300.00
021036/00		CCHAT CENTER SACRAMENTO 9350 KIEFER BLVD SACRAMENTO, CA 95826						
930 PO-000771	05/18/2010	CENTER0431		1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,483.30	2,483.30
TOTAL PAYMENT AMOUNT							2,483.30 *	2,483.30
020305/00		CDW GOVERNMENT INC. 75 REMITTANCE DRIVE SUITE 1515 CHICAGO, IL 60675-1515						
2751 PO-002327	05/18/2010	SPF3030		1	01-0000-0-4400-115-0000-7700-007-000	NN F	1,301.92	1,301.92
2773 PO-002347	05/18/2010	SQK3549		1	01-0000-0-4300-115-0000-7700-007-000	NN F	592.19	592.18
TOTAL PAYMENT AMOUNT							1,894.10 *	1,894.10
010407/00		CENTER UNIFIED REVOLVING FUND 8408 WATT AVE. ANTELOPE, CA 95843	000000000					
2777 PO-002351	05/18/2010	4695		1	01-3010-0-5200-240-1110-1000-011-000	NN F	535.00	535.00
2779 PO-002353	05/18/2010	4696		1	01-3010-0-5200-236-1110-1000-009-000	NN F	535.00	535.00
TOTAL PAYMENT AMOUNT							1,070.00 *	1,070.00
014086/00		CLARINDA ACADEMY 1820 N.16TH STREET CLARINDA, IA 51632						
2578 PO-002191	05/18/2010	APRIL		1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,375.00	2,375.00
TOTAL PAYMENT AMOUNT							2,375.00 *	2,375.00

81 CENTER UNIFIED SCHOOL DIST.
05-21-10

ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
FUND : 01 GENERAL FUND

J15735 APY500 H.02.05 05/20/10 PAGE 3
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
015699/00	CLARK SECURITY PRODUCTS P.O. BOX 31001-1195 PASADENA, CA 91110-1195						
28 PO-000036	05/18/2010	SA99731201	1	01-8150-0-4300-106-0000-8110-007-000	NN P	98.24	98.24
TOTAL PAYMENT AMOUNT						98.24 *	98.24
015718/00	CUSTOM BENEFIT ADMINISTRATORS P.O. BOX 2170 ROCKLIN, CA 95677						
PV-081080	05/19/2010	MAY 28,2010	01	0000-0-9552-000-0000-0000-000-000	NN		1,412.46
TOTAL PAYMENT AMOUNT						1,412.46 *	1,412.46
011613/00	DITTO PRINT & COPY 4708 ROSEVILLE RD., SUITE 104 NORTH HIGHLANDS, CA 95660						
2682 PO-002264	05/19/2010	4284	1	01-0000-0-5800-105-0000-7200-005-000	NN F	75.00	41.98
2782 PO-002354	05/19/2010	4281	1	01-0000-0-5800-103-0000-2110-003-000	NN F	102.64	102.64
TOTAL PAYMENT AMOUNT						144.62 *	144.62
017315/00	GENUINE PARTS COMPANY-SAC FILE 56893 LOS ANGELES, CA 90074-6893						
2577 PO-002167	05/19/2010	0174938	1	01-3550-0-4300-472-1110-1000-014-000	NN F	394.23	394.23
TOTAL PAYMENT AMOUNT						394.23 *	394.23
015040/00	GRIMES, DAVID [REDACTED]						
2789 PO-002359	05/19/2010	reimb	1	01-0054-0-5200-238-1110-1000-010-000	NN F	400.00	400.00
TOTAL PAYMENT AMOUNT						400.00 *	400.00

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ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
017718/00		GUIDING HANDS INC. 4900 WINDPLAY DRIVE ELDORADO HILLS, CA 95762					
2775 PO-002349	05/18/2010	D10121	1 01-6500-0-5800-102-5750-1180-003-000 NN P			337.50	337.50
			TOTAL PAYMENT AMOUNT	337.50 *			337.50
022390/00		HUGHEY, DOUG [REDACTED]					
2778 PO-002352	05/18/2010	REIMB	1 01-0000-0-4300-472-1801-1000-014-000 NN F			68.88	68.88
			TOTAL PAYMENT AMOUNT	68.88 *			68.88
016210/00		KELLY RICHARDSON MFT [REDACTED]					
1069 PO-000902	05/18/2010	34453	1 01-3010-0-5800-371-1110-1000-012-000 N F			2,000.00	1,500.00
			TOTAL PAYMENT AMOUNT	1,500.00 *			1,500.00
021874/00		KIDWELL, TAMARA [REDACTED]					
113 PO-000097	05/19/2010	009-170	1 01-7230-0-5800-112-0000-3600-007-000 NN P			11.74	11.74
113 PO-000097	05/19/2010	178	1 01-7230-0-5800-112-0000-3600-007-000 NN P			5.51	5.51
113 PO-000097	05/20/2010	226	1 01-7230-0-5800-112-0000-3600-007-000 NN F			8.57	8.36
			TOTAL PAYMENT AMOUNT	25.61 *			25.61
019251/00		MEDICAL EDUC. SERVICES INC PROFESSIONAL DEVELOP NETWORK P.O. BOX 664 EAU CLAIRE, WI 54702-0664					
2760 PO-002334	05/18/2010	535007	1 01-6500-0-5200-102-5770-1190-003-000 NN F			199.00	199.00
			TOTAL PAYMENT AMOUNT	199.00 *			199.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
020690/00	NASCO MODESTO P.O. BOX 3837 MODESTO, CA 95352						
2165 PO-001823	05/19/2010	277391	1 01-6500-0-4300-102-5770-1110-003-013 NN P			40.00	40.00
2165 PO-001823	05/19/2010	311569	1 01-6500-0-4300-102-5770-1110-003-013 NN F			7.03	1.61
			TOTAL PAYMENT AMOUNT	41.61 *			41.61
017576/00	OFFICE DEPOT/BUS.SERVICES DIV P.O. BOX 70025 LOS ANGELES, CA 90074-0025						
2734 PO-002310	05/18/2010	518039835001	1 01-0000-0-4300-115-0000-7700-007-000 NN P			104.10	104.10
2734 PO-002310	05/18/2010	518108333001	1 01-0000-0-4300-115-0000-7700-007-000 NN P			3.65	3.65
2734 PO-002310	05/18/2010	518039835002	1 01-0000-0-4300-115-0000-7700-007-000 NN F			22.82	11.44
2759 PO-002336	05/18/2010	518919082001	1 01-0000-0-4300-238-1110-1000-010-000 NN F			47.75	47.75
			TOTAL PAYMENT AMOUNT	166.94 *			166.94
021139/00	PACIFIC COAST BREAKER LLC 4134 FORCUM AVENUE MCCLELLAN, CA 95652						
44 PO-000060	05/18/2010	31051	1 01-8150-0-4300-106-0000-8110-007-000 NN P			70.69	70.69
			TOTAL PAYMENT AMOUNT	70.69 *			70.69
010890/00	PERMABOUND/HERTZBERG NEW METHOD, INC. 617 EAST VANDALIA ROAD JACKSONVILLE, IL 62650-5451						
1364 PO-001150	05/18/2010	133206-00	1 01-0054-0-4200-371-1110-1000-012-000 NN F			2,997.86	2,997.86
1364 PO-001150	05/18/2010	133206-00	2 01-3010-0-4200-371-1110-1000-012-000 NN P			2,016.11	2,016.11
1364 PO-001150	05/18/2010	133206-01	2 01-3010-0-4200-371-1110-1000-012-000 NN P			634.90	634.90
1364 PO-001150	05/18/2010	133206-02	2 01-3010-0-4200-371-1110-1000-012-000 NN P			364.26	364.26
1364 PO-001150	05/18/2010	133206-03	2 01-3010-0-4200-371-1110-1000-012-000 NN P			148.21	148.21
1364 PO-001150	05/18/2010	133206-04	2 01-3010-0-4200-371-1110-1000-012-000 NN P			17.10	17.10
2102 PO-001773	05/18/2010	1352809-00	1 01-0000-0-4200-103-0000-2420-003-000 NN P			236.58	236.58
2102 PO-001773	05/18/2010	1352809-01	1 01-0000-0-4200-103-0000-2420-003-000 NN P			97.25	97.25
2102 PO-001773	05/18/2010	1352809-02	1 01-0000-0-4200-103-0000-2420-003-000 NN P			69.13	69.13
2103 PO-001774	05/18/2010	1352808-00	1 01-0000-0-4200-103-0000-2420-003-000 NN P			216.92	216.92
2103 PO-001774	05/18/2010	1352808-01	1 01-0000-0-4200-103-0000-2420-003-000 NN P			97.25	97.25
2103 PO-001774	05/18/2010	1352808-02	1 01-0000-0-4200-103-0000-2420-003-000 NN P			70.82	70.82
2103 PO-001774	05/19/2010	1352808-03	1 01-0000-0-4200-103-0000-2420-003-000 NN F			29.29	21.35
2150 PO-001816	05/19/2010	1353680-00	1 01-3010-0-4200-240-1110-1000-011-000 NN P			542.29	542.29

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
010890 (CONTINUED)							
2150 PO-001816	05/19/2010	01	1 01-3010-0-4200-240-1110-1000-011-000 NN P			212.70	212.70
2150 PO-001816	05/19/2010	-02	1 01-3010-0-4200-240-1110-1000-011-000 NN P			98.61	98.61
2150 PO-001816	05/19/2010	-03	1 01-3010-0-4200-240-1110-1000-011-000 NN F			31.85	17.41
2241 PO-001886	05/18/2010	1356214-00	1 01-3010-0-4200-371-1110-1000-012-000 NN P			1,561.53	1,561.53
2241 PO-001886	05/18/2010	1356214-01	1 01-3010-0-4200-371-1110-1000-012-000 NN P			455.57	455.57
2241 PO-001886	05/18/2010	1356214-02	1 01-3010-0-4200-371-1110-1000-012-000 NN P			224.24	224.24
TOTAL PAYMENT AMOUNT			10,100.09 *				10,100.09
021249/00 PERRY, HEATHER							
							
1125 PO-000944	05/19/2010	may	1 01-6500-0-5211-102-5001-2700-003-000 NN P			17.50	17.50
TOTAL PAYMENT AMOUNT			17.50 *				17.50
014069/00 PLATT ELECTRIC SUPPLY							
4201 S. MARKET COURT							
SACRAMENTO, CA 95834							
46 PO-000062	05/18/2010	7711847	1 01-8150-0-4300-106-0000-8110-007-000 NN P			47.39	47.39
TOTAL PAYMENT AMOUNT			47.39 *				47.39
021194/00 PRUDENTIAL OVERALL SUPPLY INC							
P.O. BOX 11210							
SANTA ANA, CA 92711							
96 PO-000086	05/18/2010	11823-01	1 01-7230-0-5800-112-0000-3600-007-000 NN F			129.75	129.75
96 PO-000086	05/18/2010	11823-01	2 01-7230-0-5800-112-0000-3600-007-000 NN P			79.05	79.05
369 PO-000304	05/18/2010	11823-02	1 01-0000-0-4300-472-1203-1000-014-000 NN P			18.15	18.15
369 PO-000304	05/18/2010	11823-02	2 01-0000-0-4300-472-1210-1000-014-000 NN P			42.35	42.35
543 PO-000453	05/18/2010	APRIL	1 01-0000-0-5800-111-0000-8200-007-000 NN P			201.26	201.26
TOTAL PAYMENT AMOUNT			470.56 *				470.56

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ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP					
014538/00	R & R PRODUCTS 3334 E. MILBER STREET TUSCON, AZ 85714							
2776 PO-002350	05/19/2010	CD1333661		1 01-0000-0-4300-106-0000-8110-007-000 NN F			126.46	110.35
			TOTAL PAYMENT AMOUNT				110.35 *	110.35
010552/00	SAC VAL JANITORIAL SALES & SERVICES, INC. 2421 DEL MONTE STREET WEST SACRAMENTO, CA 95691							
2013 PO-001695	05/18/2010	01894469		1 01-0000-0-9320-000-0000-0000-000-000 NN P			874.35	874.35
			TOTAL PAYMENT AMOUNT				874.35 *	874.35
010802/00	SACRAMENTO MACHINERY CO. 729 W. DEL PASO ROAD SACRAMENTO, CA 95834							
48 PO-000064	05/18/2010	957577		1 01-8150-0-4300-106-0000-8110-007-000 N P			86.93	86.93
			TOTAL PAYMENT AMOUNT				86.93 *	86.93
020981/00	SAVE MART SUPERMARKETS DEPT. 33486-01 P.O. BOX 39000 SAN FRANCISCO, CA 94139							
898 PO-000747	05/18/2010	2581023		1 01-0000-0-4300-601-9728-1006-017-000 NN P			7.72	7.72
898 PO-000747	05/19/2010	2581028		1 01-0000-0-4300-601-9728-1006-017-000 NN P			4.96	4.96
			TOTAL PAYMENT AMOUNT				12.68 *	12.68
011500/00	SIA / DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827							
PV-081079	05/18/2010	MAY PREMIUM		01-0000-0-9552-000-0000-0000-000-000 NN				47,945.69
			TOTAL PAYMENT AMOUNT				47,945.69 *	47,945.69

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ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date							
010010/00	SIERRA SCHOOL	385 OXFORD VALLEY ROAD	680284767					
	YARDLEY, PA	19067						
763 PO-000649	05/18/2010	5840-IN		1 01-6500-0-5800-102-5750-1180-003-000	NN P		2,277.83	2,277.83
			TOTAL PAYMENT AMOUNT				2,277.83 *	2,277.83
017883/00	SIMPLEX GRINNELL LP	4650 BELOIT DRIVE						
	SACRAMENTO, CA	95838						
896 PO-000745	05/18/2010	65569514		1 01-8150-0-5600-106-0000-8110-007-000	NN P		115.00	115.00
			TOTAL PAYMENT AMOUNT				115.00 *	115.00
018370/00	STANLEY CONVERGENT SECURITY	SOLUTIONS						
	DEPT CH 10651							
	PALATINE, IL	60055-0651						
166 PO-000127	05/18/2010	7282547		1 01-0000-0-5800-106-0000-8110-007-000	NN P		67.89	67.89
166 PO-000127	05/18/2010	7313854		1 01-0000-0-5800-106-0000-8110-007-000	NN P		127.80	127.80
			TOTAL PAYMENT AMOUNT				195.69 *	195.69
020462/00	STAPLES ADVANTAGE	P.O. BOX 71217	841248716					
	CHICAGO, IL	60694-1217						
2726 PO-002318	05/18/2010	102196105		1 01-3010-0-4300-371-1110-1000-012-000	NN F		159.14	158.41
2729 PO-002319	05/18/2010	102196102		1 01-0000-0-4300-371-0000-2700-012-000	NN F		173.75	172.95
			TOTAL PAYMENT AMOUNT				331.36 *	331.36
014079/00	THYSSENKRUPP ELEVATOR CORP	P.O. BOX 933013						
	ATLANTA, GA	31193-3013						
2717 PO-002304	05/18/2010	1090074575		1 01-0000-0-5600-106-0000-8110-007-000	NN P		126.00	126.00
			TOTAL PAYMENT AMOUNT				126.00 *	126.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description		FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP			
011190/00	UNIVERSAL SPECIALTIES						
	2821 FABER STREET						
	UNION CITY, CA 94587						
59 PO-000071	05/18/2010	43116		1 01-8150-0-4300-106-0000-8110-007-000 NN P		107.99	109.50
				TOTAL PAYMENT AMOUNT		109.50 *	109.50
018567/00	WESTERN STATES GLASS						
	P.O. BOX 6058						
	FREMONT, CA 94538-0658						
1662 PO-001393	05/18/2010	739747		1 01-8150-0-4300-106-0000-8110-007-000 NN P		126.03	126.03
				TOTAL PAYMENT AMOUNT		126.03 *	126.03
022348/00	WILSON, SHERRY						
100 PO-000090	05/19/2010	009-233		1 01-7230-0-5800-112-0000-3600-007-000 NN F		3.34	3.34
100 PO-000090	05/19/2010	009-233		2 01-7230-0-5800-112-0000-3600-007-000 NN P		2.52	2.52
100 PO-000090	05/20/2010	226		2 01-7230-0-5800-112-0000-3600-007-000 NN P		6.30	6.30
				TOTAL PAYMENT AMOUNT		12.16 *	12.16
014226/00	WISE, JEFF						
2783 PO-002355	05/19/2010	REIMB		1 01-0054-0-4300-371-1110-1000-012-000 NN F		11.64	11.64
				TOTAL PAYMENT AMOUNT		11.64 *	11.64
				TOTAL FUND	PAYMENT	79,153.00 **	79,153.00

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ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
014115/00		WRIGHT GROUP MCGRAW HILL 220 EAST DANIELDALE ROAD DE SOTO, TX 75115-2490						
2254 PO-001899	05/19/2010	53704169001-54140601001		1 11-0030-0-5800-601-4130-1000-017-000 NN F			171.81	135.00
		TOTAL PAYMENT AMOUNT			135.00 *			135.00
		TOTAL FUND PAYMENT			135.00 **			135.00

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0067 05-21-10
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
022364/00	MYSCHOOLBUCKS LLC						
	9700 VILLAGE CENTER DRIVE						
	SUITE 50-L						
	GRANITE BAY, CA 95746						
513 PO-000431	05/18/2010 1702		1 13-5310-0-5300-108-0000-3700-007-000 NN P			172.80	172.80
		TOTAL PAYMENT AMOUNT		172.80 *			172.80
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
	P.O. BOX 11210						
	SANTA ANA, CA 92711						
516 PO-000434	05/18/2010 APRIL		1 13-5310-0-5800-108-0000-3700-007-000 NN P			384.64	384.64
		TOTAL PAYMENT AMOUNT		384.64 *			384.64
020462/00	STAPLES ADVANTAGE	841248716					
	P.O. BOX 71217						
	CHICAGO, IL 60694-1217						
138 PO-000112	05/18/2010 102043699		1 13-5310-0-4300-108-0000-3700-007-000 NN P			0.00	0.00
138 PO-000112	05/18/2010 102039127		1 13-5310-0-4300-108-0000-3700-007-000 NN P			0.00	0.00
138 PO-000112	05/18/2010 102147439		1 13-5310-0-4300-108-0000-3700-007-000 NN P			0.00	0.00
138 PO-000112	05/18/2010 102192778		1 13-5310-0-4300-108-0000-3700-007-000 NN P			0.00	0.00
138 PO-000112	05/18/2010 ALL INVOICES		1 13-5310-0-4300-108-0000-3700-007-000 NN F			73.62	248.09
		TOTAL PAYMENT AMOUNT		248.09 *			248.09
		TOTAL FUND	PAYMENT	805.53 **			805.53
		TOTAL BATCH PAYMENT		80,093.53 ***	0.00		80,093.53

81 CENTER UNIFIED SCHOOL DIST.
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ACCOUNTS PAYABLE PRELIST
BATCH: 0068 0-BATCH
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description			FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP		Liq Amt	Net Amount
020981/00		SAVE MART SUPERMARKETS DEPT. 33486-01 P.O. BOX 39000 SAN FRANCISCO, CA 94139						
905 PO-000752	05/20/2010	CLOSE		1 01-0000-0-4300-601-9728-1006-017-000 NN C			300.00	0.00
				TOTAL PAYMENT AMOUNT	0.00 *			0.00
019902/00		WARD'S NATURAL SCIENCE P.O. BOX 27932 NEW YORK, NY 10087-7932						
334 PO-000270	05/20/2010	CLOSE		1 01-6300-0-4300-472-1110-1000-014-000 NN C			129.22	0.00
				TOTAL PAYMENT AMOUNT	0.00 *			0.00
				TOTAL FUND	PAYMENT	0.00 **		0.00

81 CENTER UNIFIED SCHOOL DIST.
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FUND : 11 ADULT EDUCATION FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Reg Reference	Date	Description	FD-RESO-P-OBJE-SIT-GOAL-FUNC-RES-DEP T9MP				
020981/00		SAVE MART SUPERMARKETS DEPT. 33486-01 P.O. BOX 39000 SAN FRANCISCO, CA 94139					
68 PO-000373	05/20/2010	CLOSE	1 11-0030-0-4300-601-4130-1000-017-000 NN C			200.00	0.00
		TOTAL PAYMENT AMOUNT	0.00 *				0.00
		TOTAL FUND PAYMENT	0.00 **				0.00
		TOTAL BATCH PAYMENT	0.00 ***		0.00		0.00
		TOTAL DISTRICT PAYMENT	80,093.53 ****		0.00		80,093.53
		TOTAL FOR ALL DISTRICTS:	80,093.53 ****		0.00		80,093.53

Number of warrants to be printed: 45, not counting voids due to stub overflows.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: June 16, 2010

Attached Pages

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:

SUBJECT: Second Reading: Board Policies/Regulations/Exhibits (No Significant Changes)

Add	BP	1330.1	Joint Use Agreements
Replace	BP	4030	Nondiscrimination in Employment
Delete	AR	4030	Nondiscrimination in Employment
Replace	AR	4031	Complaints Concerning Discrimination in Employment
Replace	AR	4154/4254/4354	Health and Welfare Benefits
Replace	BP/AR	4157/4257/4357	Employee Safety
Replace	AR	4161.2/4261.2/4361.2	Personal Leaves
Replace	AR	4161.8/4261.8/4361.8	Family Care and Medical Leave
Replace	BP	5127	Graduation Ceremonies and Activities
Replace	BP/AR	5131.7	Weapons and Dangerous Instruments
Delete	BP	5141.26	Tuberculosis Testing
Replace	AR	5141.26	Tuberculosis Testing
Replace	AR	5141.4	Child Abuse Prevention and Reporting
Replace	AR	5144.1	Suspension and Expulsion/Due Process
Replace	AR	5144.2	Suspension and Expulsion/Due Process (Students with Disabilities)
Replace	E	5145.6	Parental Notifications
Replace	BP/AR	6142.7	Physical Education and Activity

RECOMMENDATION: CUSD Board of Trustees approve the second reading of presented policies/regulations/exhibits.

Add

Community Relations

BP 1330.1(a)

JOINT USE AGREEMENTS

Note: The following **optional** policy is for use by districts that elect to establish formal agreements with public or private entities to jointly use either school facilities or community facilities in order to share costs and risks. In adopting policy on this topic, districts are encouraged to review CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities and CSBA's publication Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources.

Use of school facilities by the community also may be accomplished through the Civic Center Act (Education Code 38130-38138) and programs such as the After School Education and Safety Program (Education Code 8482-8484.6) and 21st Century Community Learning Centers (20 USC 7171-7176; Education Code 8484.7-8484.9); see BP/AR 1330 - Use of School Facilities and BP/AR 5148.2 - Before/After School Programs.

In order to ensure the efficient use of public resources and increase access to needed services, the Governing Board may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

(cf. 1020 - Youth Services)

(cf. 1330 - Use of School Facilities)

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

(cf. 5030 - Student Wellness)

(cf. 5141.6 - School Health Services)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

(cf. 6163.1 - Library Media Centers)

(cf. 7000 - Concepts and Roles)

(cf. 7131 - Relations with Local Agencies)

When it is determined that joint use of facilities is in the best interest of the district and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

(cf. 1220 - Citizen Advisory Committees)

JOINT USE AGREEMENTS (continued)

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property
4. Hours that the property will be available for use by the district, the partner, or other parties
5. Projected capital costs, if any, and operating costs

(cf. 7110 - Facilities Master Plan)
(cf. 7150 - Site Selection and Development)
(cf. 7210 - Facilities Financing)

6. Resources to be allocated by the district and the partner

(cf. 3100 - Budget)

Note: Education Code 38134 authorizes the district to charge a facilities usage fee to nonprofit organizations that promote youth and school activities, provided that the amount does not exceed the district's direct costs and that the Governing Board first adopts a policy specifying which activities will be charged the fee. See BP 1330 - Use of School Facilities for language implementing this mandate.

7. Rental or other fees, if any, to be charged to either party or third parties using the facilities
8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations
9. Procedures and timelines for requesting use of the facilities
10. Code of conduct for users of the facilities and consequences for violations of the code

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3515.2 - Disruptions)
(cf. 5131 - Conduct)
(cf. 5131.5 - Vandalism and Graffiti)

JOINT USE AGREEMENTS (continued)

11. Provision for regular inspection and notification of damage, as well as restitution and repair of property

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3517 - Facilities Inspection)

12. Safety and security measures

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5142 - Safety)

Note: In general, the California Tort Claims Act, also known as the Government Claims Act, (Government Code 814-825.6, 830-840.6) protects the district against liability for injuries to individuals using school property, although some conditions or circumstances could result in the district being held liable in the event of an injury. Education Code 38134 requires the district to bear the cost of insuring and defending itself against any risk caused by the district's negligence in the ownership and maintenance of district property. Education Code 38134 also requires any organized group using the facilities to carry insurance and to defend itself in the event of any injuries arising from the group's negligence in the use of the facility. See AR 1330 - Use of School Facilities.

CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities recommends that districts minimize liability by adequately maintaining the property, ensuring they have proper insurance, requiring that organized groups who use the property maintain the proper insurance, and, when feasible, sharing or passing on the risk to the partner through an indemnity clause in the joint use agreement. The district should consult its legal counsel, joint powers authority or insurance carrier, and/or risk manager regarding potential risks and liability prior to entering into a joint use agreement.

13. Liability, insurance, and risk management issues

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)
(cf. 9260 - Legal Protection)

14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date
15. Process for resolving disputes regarding any aspect of the agreement
16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

JOINT USE AGREEMENTS (continued)

<p>Note: The following optional paragraph should be revised to reflect indicators that will be used to evaluate program effectiveness as agreed upon by the Board and Superintendent and/or program partner.</p>
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The Superintendent or designee shall provide regular reports to the Board regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or community facilities, feedback from program participants, and any report of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent or designee shall recommend amendments to the joint use agreement.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

JOINT USE AGREEMENTS (continued)

Legal Reference:

EDUCATION CODE

8482-8484.6 *After School Education and Safety Program*

8484.7-8484.9 *21st Century Community Learning Centers*

10900-10914.5 *Community recreation programs*

17051-17052 *Joint use*

17077.40-17077.45 *Eligibility for joint use funding*

17565-17592 *Board duties re property maintenance and control*

35200-35214 *Liabilities*

37220 *School holidays; use of facilities when school is closed*

38130-38138 *Civic Center Act, use of school property for public purposes*

44808 *Exemption from liability when students not on school property*

BUSINESS AND PROFESSIONS CODE

25608 *Alcoholic beverages on school premises*

GOVERNMENT CODE

814-825.6 *Liability of public entities and employees*

830-840.6 *Liability; dangerous conditions on property*

895-895.8 *Liability; agreement between public entities*

989-991.2 *Local public entity insurance*

UNITED STATES CODE, TITLE 20

7171-7176 *21st Century Community Learning Centers*

7905 *Equal access to public facilities*

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS

Model California Joint Use Agreements

Liability for Use of School Property After Hours: An Overview of California Law, July 2009

Checklist for Developing Joint Use Agreements, March 2009

PUBLIC HEALTH LAW AND POLICY PUBLICATIONS

Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical Activity Through Joint Use Agreements, 2010

WEB SITES

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

California Project LEAN (Leaders Encouraging Activity and Nutrition):
<http://www.californiaprojectlean.org>

Cities Counties and Schools Partnership: <http://www.ccspartnership.org>

Joint Use Statewide Task Force: <http://www.jointuse.org>

National Policy and Legal Analysis Network: <http://www.nplan.org>

Public Health Law and Policy: <http://www.phlpnet.org>

NONDISCRIMINATION IN EMPLOYMENT

Note: The following policy reflects the provisions, including the prohibited bases of discrimination, of Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996). For policy addressing sexual harassment by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

For purposes of FEHA, Government Code 12926 defines "sex" in the same terms as in Penal Code 422.56. This extends the FEHA prohibition against discrimination to discrimination based on an individual's gender, regardless of whether the perceived gender characteristics are different from those traditionally associated with the individual's sex at birth.

In its 2008 publication Questions and Answers: Religious Discrimination in Employment, the Equal Employment Opportunity Commission states that Title VII protects all aspects of religious observance and practice and defines religion broadly to include not only traditional, organized religion, but also religious beliefs that are new, uncommon, not part of a formal church or section, only subscribed to by a small number of people, or that seem illogical or unreasonable to others.

As added by P.L. 110-233, 42 USC 2000ff-2000ff-11, the Genetic Information Nondiscrimination Act prohibit employers from discriminating on the basis of "genetic information." 42 USC 2000ff defines genetic information as information about an individual's genetic tests and the tests of his/her family members as well as information about an individual's family medical history.

The Governing Board prohibits discrimination against and/or harassment of district employees and job applicants at any district site or activity on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4032 - Reasonable Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 5145.7 - Sexual Harassment)

Prohibited discrimination or harassment consists of unwelcome conduct, whether verbal, physical, or visual, based on any of the prohibited categories of discrimination listed above that it is so severe and pervasive that it adversely affects an individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile, or offensive work environment.

Note: For a sample procedure to be used by district employees or job applicants to complain about perceived discrimination in employment, see AR 4031 - Complaints Concerning Discrimination in Employment.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the district's complaint procedures instituted pursuant to this policy.

Any district employee who engages or participates in prohibited discrimination or harassment, or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior, shall be in violation of this policy and shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

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

Note: Pursuant to 34 CFR 104.7 and 106.8, the district is required to designate the person(s) responsible for the overall implementation of the requirements of Title IX and Section 504, which prohibit discrimination on the basis of sex and disability.

The Board designates the following position(s) as Coordinator(s) for Nondiscrimination in Employment:

Chief Administrative Officer
8408 Watt Avenue, Antelope, CA 95843
(916 338-6413)

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or regulation should immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaints.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Note: 2 CCR 7287.6 and case law provide that, in certain instances, an employee's (especially a supervisor's) knowledge or notice of harassment may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that an employer may also be responsible for the sexual harassment of employees by nonemployees where the employer knows or should have known of the conduct and failed to take immediate and corrective action. See BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

NONDISCRIMINATION IN EMPLOYMENT (continued)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to his/her supervisor, the Coordinator, or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

Training and Notifications

Note: Government Code 12950.1 requires any district with 50 or more employees to provide two hours of sexual harassment training and education to supervisory employees once every two years. See AR 4119.11/4219.11/4319.11 - Sexual Harassment for information regarding sexual harassment training.

Although not required by law, risk managers and legal counsel often recommend that all employees receive training regarding harassment in order to help mitigate damages in the event of litigation.

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

(cf. 4131- Staff Development)

(cf. 4231- Staff Development)

(cf. 4331- Staff Development)

Note: Pursuant to 34 CFR 100.6(d) and 106.9 and 28 CFR 35.106, the district is required to continually notify employment applicants that it does not discriminate on the basis of race, color, national origin, sex, disability, or age.

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

Legal Reference continued: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference: (continued)

PENAL CODE

422.56 *Definitions, hate crimes*

CODE OF REGULATIONS, TITLE 2

7287.6 *Terms, conditions and privileges of employment*

CODE OF REGULATIONS, TITLE 5

4900-4965 *Nondiscrimination in elementary and secondary education*

UNITED STATES CODE, TITLE 20

1681-1688 *Title IX of the Education Amendments of 1972*

UNITED STATES CODE, TITLE 29

621-634 *Age Discrimination in Employment Act*

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VI, Civil Rights Act of 1964, as amended*

2000e-2000e-17 *Title VII, Civil Rights Act of 1964, as amended*

2000ff-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

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

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 *Compliance information*

104.7 *Designation of responsible employee for Section 504*

104.8 *Notice*

106.8 *Designation of responsible employee and adoption of grievance procedures*

106.9 *Dissemination of policy*

COURT DECISIONS

Shephard v. Loyola Marymount, (2002) 102 CalApp.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

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

Notice of Non-Discrimination, January 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Board Policy

Nondiscrimination In Employment

BP 4030

Personnel

The Governing Board prohibits unlawful discrimination against and/or harassment of district employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation at any district site and/or activity. The Board also prohibits retaliation against any district employee or job applicant who complains, testifies or in any way participates in the district's complaint procedures instituted pursuant to this policy.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

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

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

Any district employee who engages or participates in unlawful discrimination, or who aids, abets, incites, compels or coerces another to discriminate, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

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

Any district employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the principal, district administrator or Superintendent as soon as practical after the incident. Failure of a district employee to report discrimination or harassment may result in disciplinary action.

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy and administrative regulation shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

The Board designates the following position as Coordinator for Nondiscrimination in Employment:

Director of Personnel and Pupil Services

8408 Watt Avenue
Antelope, CA 95843
(916) 338-6409

Other Remedies

An employee may, in addition to filing a discrimination complaint with the district, file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, the employee must file his/her complaint within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960. (Government Code 12960)
2. To file a valid complaint directly with EEOC, the employee must file his/her complaint within 180 days of the alleged discriminatory act(s). To file a valid complaint with EEOC after filing a complaint with DFEH, the employee must file the complaint within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier. (42 USC 2000e-5)

Employees wishing to file complaints with the DFEH and EEOC should contact the nondiscrimination coordinator for more information.

Legal Reference:

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

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

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
COURT DECISIONS
Carter v. California Department of Veterans Affairs (2003) 2003 Cal.LEXIS 5694
Shephard v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, March, 1999

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

Notice of Non-Discrimination, January, 1999

WEB SITES

EEOC: <http://www.eeoc.gov>

OCR: <http://www.ed.gov/offices/OCR>

DFEH: <http://www.dfeh.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: March 3, 2004 Antelope, California

Delete

Administrative Regulation

Nondiscrimination In Employment

AR 4030
Personnel

Unlawful discrimination or harassment of an individual includes:

1. Slurs, epithets, threats or verbal abuse
2. Derogatory or degrading comments, descriptions, drawings, pictures or gestures
3. Unwelcome jokes, stories, teasing or taunting
4. Any other verbal, written, visual or physical conduct against the individual which:
 - a. Adversely affects his/her employment opportunities, or
 - b. Has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile or offensive work environment

Any employee or job applicant who feels that he/she has been or is being unlawfully discriminated against or harassed should immediately contact his/her supervisor, the nondiscrimination coordinator or the Superintendent in order to obtain procedures for reporting a complaint. Such complaints shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor when the supervisor is the alleged offender.

(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Any supervisor who receives a discrimination/harassment complaint shall immediately notify the nondiscrimination coordinator or the Superintendent, who shall ensure that the complaint is appropriately investigated in accordance with district policy and regulations.

The Superintendent or designee shall ensure that annual training is provided to all employees regarding the issues of discrimination.

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: December 15, 1999 Antelope, California

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

Note: The following optional administrative regulation details procedures for use by employees or job applicants for filing a complaint concerning discrimination or harassment. See BP 4030 - Nondiscrimination in Employment for prohibited bases of discrimination or harassment pursuant to state and federal law.

Complaint Procedure

Note: Courts have held that an employer may mitigate liability when (1) the employer took reasonable care to prevent and promptly correct the harassment (i.e., enforcement of a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, the Equal Employment Opportunity Commission (EEOC) outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with the EEOC or the state Department of Fair Employment and Housing (DFEH).

While the EEOC's guidance recommends a "prompt" investigation, neither the law nor the EEOC delineates a specific time frame for resolution. The EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation.

The following section, including the listed timelines, is consistent with the EEOC's guidance and should be modified to reflect district practice.

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** Any employee or job applicant (the "complainant") who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the district's Coordinator for Nondiscrimination in Employment, or the Superintendent.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the Coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT (continued)

(cf. 4032 - Reasonable Accommodation)

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

2. **Investigation Process:** The Coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five school days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The Coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The Coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

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

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

If the Coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the Coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee or student safety, the Coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The Coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The Coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 30 days after receiving the complaint, the Coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT (continued)

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

5. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 working days of receiving the written report of the Coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

Note: The EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about time frames for filing charges of unlawful discrimination or harassment with the EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the employer's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to the EEOC when the matter falls within the EEOC's jurisdiction.

Items #1-3 below state the time limits within which employees must file their complaints.

In addition to filing a discrimination or harassment complaint with the district, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that period may be extended under certain circumstances, such as when a person obtains knowledge of the unlawful practice after the expiration of the one-year period.

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with the EEOC within 180 days of the alleged discriminatory act. P.L. 111-2 amended 42 USC 2000e-5 to specify that the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT (continued)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940-12948 Discrimination prohibited; unlawful practices, generally

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2001d-2001d-7 Title VI, Civil Rights Act of 1964

2001e-2001e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2001h-2-2001h-6 Title IX of the Civil Rights Act of 1964

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 Designation of responsible employee for Title IX

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Administrative Regulation

Complaints Concerning Discrimination In Employment

AR 4031

Personnel

The following procedures shall be used when a district employee or job applicant has a complaint alleging that a specific action, policy, procedure or practice discriminates against him/her on any basis specified in the district's nondiscrimination policies.

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

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

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

1. The complaint should be initiated promptly after a complainant knew, or should have known, of the alleged discrimination.
2. All parties involved in allegations of discrimination shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made. The parties also shall be notified of their right to appeal the decision to the next level.
3. When a complaint is brought against the individual responsible for the complaint process at any level, the complainant may address the complaint directly to the next appropriate level.
4. Meetings related to a complaint shall be held at times the district determines appropriate to the circumstances.
5. For the protection of all the parties involved, complaint proceedings shall be kept confidential insofar as appropriate.
6. All documents, communications and records dealing with the investigation of the complaint shall be placed in a confidential district personnel complaint file and not in the employee's individual personnel file.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

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

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

7. Time limits specified in these procedures may be revised only by written agreement of all parties involved. If the district fails to respond within a specified or adjusted time limit, a complainant may proceed to the next level. If a complainant fails to take the complaint to the next step within the prescribed time, the complaint shall be considered settled at the preceding

step.

Level I

The complainant shall first meet informally with his/her supervisor or the administrator of the school where the alleged discriminatory act occurred. A complaint regarding discrimination away from the school site should be discussed informally with the complainant's supervisor. If the complainant's concerns are not clear or cannot be resolved through informal discussion, the supervisor or other administrator shall prepare, within 10 working days, a written summary of his/her meeting(s) with the complainant. This report shall be made available to the nondiscrimination coordinator (coordinator) designated by the Governing Board in BP 4030 - Nondiscrimination in Employment.

Level II

If a complaint cannot be resolved to the satisfaction of the complainant at Level I, he/she may submit a formal written complaint to the coordinator within 10 working days of his/her attempt to resolve the complaint informally. The written complaint shall include the following:

1. The complainant's name, address and telephone number
2. The name and work location of the district staff member who committed the alleged violation
3. A description of the alleged discriminatory act(s) or omission(s)
4. The discriminatory basis alleged
5. A specific description of the time, place, nature, participants in and witnesses to the alleged violation
6. Other pertinent information which may assist in investigating and resolving the complaint
7. The complainant's signature or that of his/her representative

The coordinator shall assign a staff member to assist the complainant with this writing if such help is needed. The coordinator shall respond to the complaint in writing within 10 working days.

The coordinator shall conduct any investigation necessary to respond to the complaint, including discussion with the complainant, person(s) involved, appropriate staff members and students, and review of the Level I report and all other relevant documents. If a response from third parties is necessary, the coordinator may designate up to 10 additional working days for investigation of the complaint.

Level III

If the complaint cannot be resolved at Level II, either party may present the complaint to the Superintendent or designee within 10 working days. The Superintendent or designee shall review the Level II investigation file, including the written complaint and all responses from district staff. The Superintendent or designee shall respond to the complaint in writing within 10 working days.

If the Superintendent or designee finds it necessary to conduct further investigation, he/she may designate up to 10 additional working days for such investigation and shall respond to the complaint in writing within 10 working days of completing the investigation.

Level IV

If the matter is not resolved at Level III, either party may file a written appeal to the Board within 10 working days after receiving the Level III response. The Superintendent or designee shall provide the Board with all information presented at previous levels.

The Board shall grant the hearing request for the next regular Board meeting for which the matter can be placed on the agenda. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 working days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

The Board may appoint a hearing panel to review the complaint and previous decisions and make recommendations to the Board. The panel shall hear the appeal and render its decision within 10 working days.

Other Remedies

Complainants may appeal the Board's action to the California Department of Education. The Superintendent or designee shall ensure that complainants are informed that injunctions, restraining orders and other civil law remedies may also be available to them. This information shall be published with the district's nondiscrimination complaint procedures and included in any related notices. (Education Code 262.3)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940-12948 Discrimination prohibited; unlawful practices, generally

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2-2000h-6 Title IX, 1972 Education Act Amendments
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, March, 1999

**OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS
GENERAL**

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

EEOC: <http://www.eeoc.gov>

OCR: <http://www.ed.gov/offices/OCR>

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: December 15, 1999 Antelope, California

All Personnel

AR 4154(a)

Health And Welfare Benefits

4254

4354

Retired Certificated Employees

Any former certificated employee who retired from the district under any public retirement system and his/her spouse/domestic partner shall be permitted to enroll in the health and welfare and/or dental care benefit plan currently provided for certificated employees. The plan also shall be available to any surviving spouse/domestic partner of a former certificated employee who either retired from the district or was, at the time of death, employed by the district and a member of the State Teachers' Retirement System. (Education Code 7000)

A retired certificated employee or surviving spouse/domestic partner shall be allowed to enroll in the coverage within 30 days of losing active employee coverage. (Education Code 7000)

If a retired certificated employee or surviving spouse/domestic partner fails to enroll during the initial enrollment period, further opportunity to do so shall be denied. A person who has previously received but then voluntarily terminated coverage also shall be excluded from obtaining further coverage.

COBRA/Cal-COBRA Continuation Coverage

Covered district employees and their qualified beneficiaries shall be offered the opportunity to continue health and disability insurance coverage when they otherwise would lose coverage due to one of the following qualifying events: (Health and Safety Code 1366.21, 1366.23, 1373; Insurance Code 10128.51, 10128.53, 10277; 26 USC 4980B; 26 CFR 54.4980B-4)

1. Death of the covered employee
2. Termination or reduction in hours of the covered employee's employment, other than termination by reason of the employee's gross misconduct

(cf. 4117.4 - Dismissal)

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

3. Divorce or legal separation of the covered employee
4. Covered employee's becoming entitled to Medicare benefits
5. A dependent child ceasing to be a dependent child of the covered employee

Continuation health coverage shall be the same as provided to similarly situated individuals under the group benefit plan. (Health and Safety Code 1366.23; Insurance Code 10128.53; 26 USC 4980B)

HEALTH AND WELFARE BENEFITS COACHES (continued)

The Superintendent or designee shall notify the health care service plan administrator of a qualifying event listed in item #1, 2, or 4 above, within 30 days of the event. A covered employee or qualified beneficiary shall notify the service plan administrator of a qualifying event listed in item #3 or 5 above within 60 days of the event or of the date that the beneficiary would lose coverage, whichever is later. (26 USC 4980B; 29 USC 1163, 1166)

Continuation coverage shall be terminated in accordance with the district's insurance plan and federal and state law. (26 USC 4980B; 26 CFR 54.4980B-6; Health and Safety Code 1373.621; Insurance Code 10116.5)

However, a former employee who, prior to January 1, 2005, worked for the district for at least five years and who was age 60 or older on the date employment ended, or his/her qualified beneficiaries which includes dependent children or spouse/former spouse/domestic partner, may continue benefits until the earlier of any of the following events: (Health and Safety Code 1373.621; Insurance Code 10116.5)

1. The date the individual reaches age 65
2. The date the individual is covered under any other group health plan not maintained by the district, regardless of whether that coverage is less valuable
3. The date the individual becomes entitled to Medicare benefits
4. For a qualified beneficiary, five years from the date on which continuation coverage was scheduled to end for the qualified beneficiary
5. The date on which the district terminates its agreement with the health service plan and ceases to provide coverage for any active employees through that plan, in which case the former employee and/or his/her qualified beneficiary shall have a right to a conversion plan

The Superintendent or designee shall notify covered employees and qualified beneficiaries of the availability of conversion and continuation coverage. This notification shall include the statement in Labor Code 2800.2 encouraging individuals to examine their options carefully before declining such coverage. (Labor Code 2800.2)

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

Temporary Subsidized Premium for COBRA/Cal-COBRA

Under either of the following circumstances, a former employee and his/her qualified beneficiaries shall pay 35 percent of the premium amount they would otherwise be required

HEALTH AND WELFARE BENEFITS COACHES (continued)

to pay for health care continuation coverage: (26 USC 139C, 6432 Note; Health and Safety Code 1366.25; Insurance Code 10128.55)

1. The employee is involuntarily terminated, other than by reason of gross misconduct, between September 1, 2008 and March 31, 2010, or a later date if extended by law
2. The employee's eligibility for continuation coverage is due to a reduction in hours and he/she subsequently experiences an involuntary termination between March 2, 2010 and March 31, 2010, or a later date if extended by law

The district shall seek reimbursement of district payments toward the normal employee share of the premium as allowed by law. (26 USC 139C, 6432; Health and Safety Code 1366.25; Insurance Code 10128.55)

The premium reduction shall apply until one of the following dates, whichever comes first: (26 USC 6432 Note)

1. Fifteen months after the first day of the first month for which the premium reduction applies to the assistance eligible individual
2. The first date that the assistance eligible individual becomes eligible for Medicare coverage or other group health plan coverage, with certain exceptions specified in law
3. The date the assistance eligible individual ceases to be eligible for continuation coverage for other reasons as noted in the section "Continuation of Coverage" above

Because the premium reduction will be offset by an increase in income tax liability for individuals who earn more than \$125,000 for the tax year (or \$250,000 for married couples filing a joint federal income tax return), such individuals may choose to permanently waive their right to the subsidy. (26 USC 139C)

The Superintendent or designee shall, within 14 days of receiving notice of the qualifying event, notify assistance eligible individuals of the availability of the subsidy and the option to enroll in different coverage if the district permits assistance eligible individuals to elect enrollment in different coverage. Assistance eligible individuals shall have 60 days from the date the notice is provided to elect coverage. (26 USC 6432 Note; Health and Safety Code 1366.24, 1366.25; Insurance Code 10128.55)

In order to receive reimbursement of district payments toward the normal employee share of the premium as allowed by law, the Superintendent or designee shall maintain records

HEALTH AND WELFARE BENEFITS COACHES (continued)

regarding assistance eligible individuals and the amounts paid by the district in accordance with 26 USC 6432.

Disability Insurance

The Superintendent or designee shall give notice of disability insurance rights and benefits to each new employee and each employee leaving work due to pregnancy, nonoccupational illness or injury, or the need to provide care for any sick or injured family member, or the need to bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption. (Unemployment Insurance Code 2613)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4261.1 - Personal Illness and Injury Leave)

When disabled by an injury resulting from a violent act sustained while performing his/her job duties, a certificated or classified employee may continue in the district health and dental care plans upon meeting criteria specified by law. The employee shall pay all employer and employee premiums and related administrative costs. (Education Code 7008)

Administrative Regulation

Health And Welfare Benefits

AR 4154 4254,4354

Personnel

Retired Certificated Employees

Any former certificated employee who retired from the district under any public retirement system and his/her spouse/domestic partner shall be permitted to enroll in the health and welfare and/or dental care benefit plan currently provided for certificated employees. The plan also shall be available to any surviving spouse/domestic partner of a former certificated employee who either retired from the district or was, at the time of death, employed by the district and a member of the State Teachers' Retirement System. (Education Code 7000)

A retired certificated employee or surviving spouse/domestic partner shall be allowed to enroll in the coverage within 30 days of losing active employee coverage. (Education Code 7000)

If a retired certificated employee or surviving spouse/domestic partner fails to enroll during the initial enrollment period, further opportunity to do so shall be denied. A person who has previously received but then voluntarily terminated coverage also shall be excluded from obtaining further coverage.

COBRA/Cal-COBRA Continuation Coverage

Covered district employees and their qualified beneficiaries shall be offered the opportunity to continue health and disability insurance coverage when they otherwise would lose coverage due to one of the following qualifying events: (Health and Safety Code 1366.21, 1366.23, 1373; Insurance Code 10128.51, 10128.53, 10277; 26 USC 4980B; 26 CFR 54.4980B-4)

1. Death of the covered employee
2. Termination or reduction in hours of the covered employee's employment, other than termination by reason of the employee's gross misconduct
(cf. 4117.4 - Dismissal)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
3. Divorce or legal separation of the covered employee
4. Covered employee's becoming entitled to Medicare benefits
5. A dependent child ceasing to be a dependent child of the covered employee

Continuation health coverage shall be the same as provided to similarly situated individuals under the group benefit plan. (Health and Safety Code 1366.23; Insurance Code 10128.53; 26 USC 4980B)

The Superintendent or designee shall notify the health care service plan administrator of a qualifying event listed in item #1, 2, or 4 above, within 30 days of the event. A covered employee or qualified beneficiary shall notify the service plan administrator of a qualifying event listed in item #3 or 5 above within 60 days of the event or of the date that the beneficiary would lose coverage, whichever is later. (26 USC 4980B; 29 USC 1163, 1166)

Continuation coverage shall be terminated in accordance with the district's insurance plan and in accordance with 26 USC 4980B and 26 CFR 54.4980B-6.

However, a former employee who, prior to January 1, 2005, worked for the district for at least five years and who was age 60 or older on the date employment ended, or his/her qualified beneficiaries which includes dependent children or spouse/former spouse/domestic partner, may continue benefits until the earlier of any of the following events: (Health and Safety Code 1373.621; Insurance Code 10116.5)

1. The date the individual reaches age 65
2. The date the individual is covered under any other group health plan not maintained by the district, regardless of whether that coverage is less valuable
3. The date the individual becomes entitled to Medicare benefits
4. For a qualified beneficiary, five years from the date on which continuation coverage was scheduled to end for the qualified beneficiary
5. The date on which the district terminates its agreement with the health service plan and ceases to provide coverage for any active employees through that plan, in which case the former employee and/or his/her qualified beneficiary shall have a right to a conversion plan

The Superintendent or designee shall notify covered employees and qualified beneficiaries of the availability of conversion and continuation coverage. This notification shall include the statement in Labor Code 2800.2 encouraging individuals to examine their options carefully before declining such coverage. (Labor Code 2800.2)

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

Temporary Subsidized Premium for COBRA/Cal-COBRA

Employees whose employment is involuntarily terminated, other than by reason of gross misconduct, between September 1, 2008 and December 31, 2009, and their qualified beneficiaries shall pay 35 percent of the premium amount they would otherwise be required to pay for health care continuation coverage, with the remainder to be subsidized through the

American Recovery and Reinvestment Act. (26 USC 6432; Health and Safety Code 1366.25; Insurance Code 10128.55)

The premium reduction shall apply until one of the following dates, whichever comes first: (26 USC 6432 Note)

- 1. Nine months after the first day of the first month for which the premium reduction applies to the assistance eligible individual**
- 2. The first date that the assistance eligible individual becomes eligible for Medicare coverage or other group health plan coverage, with certain exceptions specified in law**
- 3. The date the assistance eligible individual ceases to be eligible for continuation coverage for other reasons as noted in the section "Continuation of Coverage" above**

Because the premium reduction will be offset by an increase in income tax liability for individuals who earn more than \$125,000 for the tax year (or \$250,000 for married couples filing a joint federal income tax return), such individuals may choose to permanently waive their right to the subsidy. (26 USC 139C)

The Superintendent or designee shall, within 14 days of receiving notice of the qualifying event, notify assistance eligible individuals of the availability of the subsidy and the option to enroll in different coverage if the district permits assistance eligible individuals to elect enrollment in different coverage. Assistance eligible individuals shall have 60 days from the date the notice is provided to elect coverage. (26 USC 6432 Note; Health and Safety Code 1366.24, 1366.25; Insurance Code 10128.55)

In order to receive reimbursement of district payments toward the normal employee share of the premium as allowed by law, the Superintendent or designee shall maintain records regarding assistance eligible individuals and the amounts paid by the district in accordance with 26 USC 6432.

Disability Insurance

The Superintendent or designee shall give notice of disability insurance rights and benefits to each new employee and each employee leaving work due to pregnancy, nonoccupational illness or injury, or the need to provide care for any sick or injured family member, or the need to bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption. (Unemployment Insurance Code 2613)

- (cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)**
- (cf. 4161/4261/4361 - Leaves)**
- (cf. 4161.1/4361.1 - Personal Illness/Injury Leave)**
- (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)**
- (cf. 4261.1 - Personal Illness and Injury Leave)**

When disabled by an injury resulting from a violent act sustained while performing his/her job duties, a certificated or classified employee may continue in the district health and dental care plans upon meeting criteria specified by law. The employee shall pay all employer and employee premiums and related administrative costs. (Education Code 7008)

**Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: November 4, 2009 Antelope, California**

All Personnel

BP 4157(a)
4257
4357

EMPLOYEE SAFETY

Note: The following **optional** policy and accompanying administrative regulation may be subject to collective bargaining agreements and should be modified to reflect district practice. Pursuant to Government Code 3543.2, safety conditions of employment are within the scope of bargaining.

The Governing Board is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

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

Note: Labor Code 6401.7 requires every employer to establish, implement, and maintain an effective injury prevention program. See the accompanying administrative regulation for required program elements.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

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

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4158/4258/4358 - Employee Security)

Note: 8 CCR 3400, as amended by Register 2009, No. 35, requires all employers to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. See the accompanying administrative regulation for specific requirements.

The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

EMPLOYEE SAFETY (continued)

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

3300 Definitions

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3400 Medical services and first aid

5095-5100 Control of noise exposure

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.95 Noise standards

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

http://www.dir.ca.gov/occupational_safety.html

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

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

Board Policy

Employee Safety

BP 4157 4257,4357

Personnel

The Governing Board is committed to maximizing employee safety and believes that safety is every employee's responsibility. Working conditions and equipment shall be maintained in compliance with standards prescribed by federal, state and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and to correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practice through education, training and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

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

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4158/4258/4358 - Employee Security)

The Board shall ensure that the Superintendent or designee provides eye protective devices as specified in law and administrative regulation.

No employee shall be discharged or discriminated against for making complaints, instituting proceedings or testifying with regard to employee safety or health, or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Legal Reference:

EDUCATION CODE

32066 Safety: public and private institutions

LABOR CODE

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6401.7 Injury prevention programs

6400-6413.5 Responsibilities and duties of employers and employees

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

5095-5100 Control of noise exposure

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.95 Noise standards

Management Resources:

CAL/OSHA PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, revised April 1998

DHHS PUBLICATIONS

Preventing Occupational Hearing Loss - A Practical Guide, June 1996, Department of Health and Human Services (National Institute for Occupational Safety and Health)

WEB SITES

OSHA: <http://www.osha.gov>

Cal/OSHA: http://www.dir.ca.gov/occupational_safety.html

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

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

National Hearing Conservation Association: <http://www.hearingconservation.org>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: January 5, 2000 Antelope, California

All Personnel

AR 4157(a)
4257
4357

EMPLOYEE SAFETY

The Superintendent or designee shall provide and implement safety devices, safeguards, methods, and processes that are reasonably adequate to render the employment and place of employment safe and healthful. (Labor Code 6401)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)
(cf. 4261.1 - Industrial Accident/Illness Leave)

Injury and Illness Prevention Program

Note: The following section reflects the requirements of Labor Code 6401.7 and 8 CCR 3203 for a written injury and illness prevention program. When developing such a program, districts are encouraged to review the Department of Industrial Relations' Guide to Developing Your Workplace Injury and Illness Prevention Program.

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions

(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4118 - Suspension/Disciplinary Action)

Note: Pursuant to 8 CCR 3203, districts with fewer than 10 employees may fulfill the communication requirements of item #3 below by providing oral instruction in general safe work practices and the hazards unique to the employees' assignments.

EMPLOYEE SAFETY (continued)

3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards

Note: Districts may use a labor/management safety and health committee to communicate the contents of the injury and illness prevention program, as long as the committee satisfies the requirements specified below in the section on "Labor/Management Safety and Health Committee."

- f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

Note: Pursuant to 8 CCR 3203, districts should have identified and evaluated workplace hazards when the program was first established in 1991. Hazards should be reevaluated under the conditions specified below.

- a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
 - b. Whenever the district is made aware of a new or previously unrecognized hazard

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)

5. A procedure for investigating occupational injury or illness.

EMPLOYEE SAFETY (continued)

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:

Note: Pursuant to 8 CCR 3203, districts should have provided training and instruction when the program was first established in 1991. Additional training and instruction should be provided under the conditions specified below.

- a. To all new employees
- b. To all employees given new job assignments for which training has not previously been received
- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Labor/Management Safety and Health Committee

Note: The following optional section is for use by districts that choose to use a labor/management safety and health committee to comply with the requirements of 8 CCR 3203 regarding communication with employees as specified in item #3 above in the section title "Injury and Illness Prevention Program." Pursuant to 8 CCR 3203, if the committee adheres to the following practices, the district shall be deemed to be in substantial compliance with the communications requirements of the law.

EMPLOYEE SAFETY (continued)

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

EMPLOYEE SAFETY (continued)

First Aid and Medical Services

Note: The following optional section reflects requirements of 8 CCR 3400, as amended by Register 2009, No. 35.

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a workplace is not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

Note: 8 CCR 3400, as amended by Register 2009, No. 35, requires all employers to make provisions in advance, using one or a combination of the provisions specified in items #1-3 below, to ensure that employees receive prompt medical treatment for serious injury or illness. The district should select the provision(s) that will be used by the district.

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

(cf. 5141.6 - School Health Services)

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Administrative Regulation

Employee Safety

AR 4157 4257,4357

Personnel

The Superintendent or designee shall provide safety devices, safeguards, methods and processes for staff that are reasonably adequate to render the employment and place of employment safe.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.

2. A system for ensuring that employees comply with safe and healthful work practices, which may include but not be limited to:

a. Recognition of employees who follow safe and healthful work practices

(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)

b. Training and retraining programs

c. Disciplinary actions

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

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

3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to

encourage employees to report hazards at the worksite without fear of reprisal. This system may include but not be limited to:

- a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
- a. Whenever introducing into the workplace new substances, processes, procedures or equipment that represent a new occupational safety or health hazard
 - b. Whenever the district is made aware of a new or previously unrecognized hazard
- (cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices and work procedures in a timely manner based on the severity of the hazard when observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Training and instruction:
- a. To all new employees
 - b. To all employees given new job assignments for which training has not previously been received
 - c. Whenever new substances, processes, procedures or equipment are introduced into the workplace and represent a new hazard

- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To familiarize supervisors with the safety and health hazards to which employees under their immediate direction and control may be exposed

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Records of the steps taken to implement and maintain the injury and illness prevention program shall be kept in accordance with 8 CCR 3203.

Hearing Protection

When information indicates that any employee's exposure to noise may equal or exceed an eight-hour average sound level of 85 decibels, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations. (8 CCR 5097, 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030)

Such activities include, but are not limited to, the following: (Education Code 32031)

1. Working with hot molten metal
2. Milling, sawing, turning, shaping, cutting, grinding and stamping of any solid materials
3. Heat treating, tempering, or kiln firing of any metal or other materials
4. Gas or electric arc welding
5. Repair or servicing of any vehicles, machinery or equipment
6. Working with hot liquids or solids or with chemicals which are flammable, toxic, corrosive to living tissues, irritating, strongly sensitizing, radioactive, or which generate pressure through heat, decomposition, or other means

(cf. 5142 - Safety)

approved: January 5, 2000 Antelope, California

All Personnel

AR 4161.2(a)
4261.2
4361.2

PERSONAL LEAVES

Note: The following administrative regulation is subject to collective bargaining agreements.

The following regulation reflects Family Code 297.5 which extends to registered domestic partners the same rights that are available under state law to spouses. However, not all of the other state codes (e.g., Education Code, Military and Veterans Code) include this provision. Consistent with the definition below, throughout the following regulation, the term "spouse" also includes "registered domestic partner." Districts should consult legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable lesson plans or instructions for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Note: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below and enlarge the benefits provided by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

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

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided below. (Education Code 44981, 45207)

PERSONAL LEAVES (continued)

Personal Necessity

Note: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981, a higher maximum may be set for certificated employees if specified in a collective bargaining agreement. Education Code 45207 similarly allows a higher maximum to be set for classified employees if specified in a collective bargaining agreement or, if there is no exclusive representative, in a Board resolution. Districts that have established a higher maximum number of days than seven should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

~~Employees may use a maximum of seven days of their accrued personal illness/injury leave during each school year for reasons of personal necessity.~~ Upon prior approval, current and accumulated sick leave may be used by the employee, at his/her election, in cases of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

Note: Education Code 44981 provides that a certificated employee may use personal necessity leave for the serious illness of a member of his/her immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult legal counsel regarding any interaction of Education Code provisions with Labor Code 233, which states that any employer who provides personal illness/injury leave for employees must permit employees to use personal illness/injury leave to attend to the illness of a child, parent, spouse, registered domestic partner, or registered domestic partner's child. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave. Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, or spouse/registered domestic partner; or the employee's own serious health condition.

3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)

PERSONAL LEAVES (continued)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

Note: Education Code 45207 provides that classified employees may use personal illness/injury leave for required court appearances as provided in item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

Note: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Note: If the district has extended to classified employees the same rights granted to certificated employees to use personal necessity leave for the serious illness of a family member (see item #3 above), the district may choose to modify the last sentence of the following paragraph so as not to require advance permission for classified employees under those circumstances.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. For certificated employees, advance permission also shall not be required in cases involving the serious illness of a member of the employee's immediate family. (Education Code 44981, 45207)

Note: Education Code 44981 and 45207 mandate the adoption of regulations requiring and prescribing the manner of proof of personal necessity. The following paragraph may be revised to fulfill this mandate.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

Legal Duties

AR 4161.2(d)
4261.2
4361.2

PERSONAL LEAVES (continued)

Classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

Note: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized but not required by Education Code 44036. Districts that do not extend such leave should delete this paragraph.

Certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

Note: Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear as witnesses in court other than as litigants or to respond to orders from another governmental jurisdiction. The following paragraph is optional. Districts that do not grant such leave should delete this paragraph.

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

Note: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

Leaves for Crime Victims

Note: Labor Code 230.2 prohibits employers from taking adverse employment action against employees who take leave as described below.

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic

PERSONAL LEAVES (continued)

partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

Note: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of any employee. The district should modify the following paragraph as necessary to reflect the terms of its collective bargaining agreement(s).

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, compensatory time off that is otherwise available to the employee, or unpaid leave. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work. (Labor Code 230.2)

Leaves for Victims of Domestic Violence or Sexual Assault

Note: Labor Code 230 prohibits employers from taking adverse employment action against victims of sexual assault or domestic violence who take leave as described in the following section.

An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his/her child. (Labor Code 230)

Note: Labor Code 230.1 requires districts with 25 or more employees to grant time off to employees who are victims of sexual assault or domestic violence for the following additional reasons. Districts with fewer than 25 employees may use or delete items #1-4 below at their discretion.

PERSONAL LEAVES (continued)

In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)

1. Seek medical attention for injuries caused by domestic violence or sexual assault
2. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault
3. Obtain psychological counseling related to an experience of domestic violence or sexual assault
4. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation

Note: The remainder of this section applies to all districts. Pursuant to Labor Code 230 and 230.1, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of any employee. The district should modify the following paragraph as necessary to reflect the terms of its collective bargaining agreement(s).

An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of employment. (Labor Code 230, 230.1)

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault

AR 4161.2(g)
4261.2
4361.2

PERSONAL LEAVES (continued)

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

Personal Leave for a Child's School Activities

Note: Pursuant to Labor Code 230.8, the following section applies to districts employing 25 or more employees at the same location. Districts with fewer than 25 employees at the same location may use or delete this section at their discretion.

Any employee who is a parent/guardian, or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

(cf. 1240 - Volunteer Assistance)

Note: Labor Code 230.8 provides that the employee may use time off without pay to the extent the employer makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees giving reasonable advance notice may take up to 40 hours without pay each school year for this purpose, not to exceed eight hours in any month.

If both parents/guardians of a child are employed at the same work site, this leave shall be allowed for the first parent/guardian who applies. Simultaneous absence by the second parent may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time. (Labor Code 230.8)

Note: Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the above leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Service on Education Boards, Committees, and State or Employee Organizations

AR 4161.2(h)
4261.2
4361.2

PERSONAL LEAVES (continued)

Upon request, certificated employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees, or groups authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed in the state of California.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Note: Education Code 44987 and 45210 provide that certificated and classified employees may take time off without loss of compensation to serve as elected officers of their local, statewide, or national employee organization. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Upon request, certificated and classified employees shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the local organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

Religious Leave

Note: The following optional section is for districts that choose to grant religious leave and may be revised to reflect district practice. Districts that do not grant such leave should delete this section.

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

Note: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.

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

AR 4161.2(i)
4261.2
4361.2

PERSONAL LEAVES (continued)

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

Spouse on Leave from Military Deployment

Note: Military and Veterans Code 395.10 requires any employer with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. Districts with fewer than 25 employees may use the following section at their discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that his/her spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

The employee shall provide the Superintendent or designee with notice, within two business days of receiving official notice that his/her spouse will be on leave from deployment, of his/her intention to take the leave. The employee shall submit written documentation certifying that his/her spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

Note: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Note: Labor Code 230.4 requires a district with 50 or more employees to grant an employee who is a volunteer firefighter temporary leaves of absence for up to 14 days per calendar year for activities as specified below. Districts with fewer than 50 employees may use or delete this paragraph at their discretion.

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

AR 4161.2(j)
4261.2
4361.2

PERSONAL LEAVES (continued)

Civil Air Patrol Leave

Note: Labor Code 1500-1507, added by AB 485 (Ch. 242, Statutes of 2009), requires a district with more than 15 employees to provide at least 10 days per year of leave, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. Districts with 15 or fewer employees may use or delete this section at their discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to employees, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single emergency operational mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference:

EDUCATION CODE

- 44036-44037 Leaves of absence for judicial and official appearances*
- 44963 Power to grant leaves of absence (certificated)*
- 44981 Leave of absence for personal necessity (certificated)*
- 44985 Leave of absence due to death in immediate family (certificated)*
- 44987 Service as officer of employee organization (certificated)*
- 44987.3 Leave of absence to serve on certain boards, commissions, etc.*
- 45190 Leaves of absence and vacations (classified)*
- 45194 Bereavement leave of absence (classified)*
- 45198 Effect of provisions authorizing leaves of absence*
- 45207 Personal necessity (classified)*

Legal Reference continued: (see next page)

AR 4161.2(k)
4261.2
4361.2

PERSONAL LEAVES (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

45210 Service as officer of employee organization (classified)

45240-45320 Merit system, classified employees

FAMILY CODE

297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations

LABOR CODE

230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies

230.3 Leave for emergency personnel

230.4 Leave for volunteer firefighters

230.8 Leave to visit child's school

233 Illness of child, parent, spouse, domestic partner or domestic partner's child

234 Absence control policy

1500-1507 Civil Air Patrol leave

MILITARY AND VETERANS CODE

395.10 Leave when spouse on leave from military deployment

PENAL CODE

667.5 Violent felony, defined

1192.7 Serious felony, defined

CALIFORNIA CONSTITUTION

Article I, Section 8 Religious discrimination

UNITED STATES CODE, TITLE 29

2612 Family and Medical Leave Act, leave requirements

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VII, Civil Rights Act of 1964

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

Management Resources:

WEB SITES

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Administrative Regulation

Personal Leaves

AR 4161.2 4261.2, 4361.2

Personnel

Whenever possible, employees shall request personal leaves in advance and prepare suitable lesson plans or instructions for a substitute employee.

Bereavement

Employees are entitled to a leave of up to three days, or five days if required travel is at least 375 miles one way, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261 - Leaves)

(cf. 4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194; Family Code 297.5)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse/domestic partner
2. The employee's spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided below. (Education Code 44981, 45207)

Personal Necessity

Employees may use up to seven days of their accrued sick leave during each contract year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)

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

3. A serious illness of a member of the certificated employee's immediate family (Education Code 44981)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order (Education Code 45207)

5. Fire, flood or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of his/her immediate family. For certificated employees, advance permission also shall not be required in cases involving the serious illness of a member of the employee's immediate family. (Education Code 44981, 45207)

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

Legal Duties

Classified employees called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees. (Education Code 44037)

Certificated employees also shall be granted leave for jury duty with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

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

An employee may take time off work in order to: (Labor Code 230)

- 1. Serve on an inquest jury or trial jury**
- 2. Comply with a subpoena or other court order to appear as a witness**

Notices, summons and subpoenas for court appearances shall be submitted to the district office when requesting leave.

Leaves for Crime Victims

An employee may be absent from work in order to attend judicial proceedings related to a crime when he/she is a victim, immediate family member of a victim, registered domestic partner of a victim, or child of a registered domestic partner of a victim of the following crimes: (Labor Code 230.2)

- 1. A violent felony as defined in Penal Code 667.5(c)**
- 2. A serious felony as defined in Penal Code 1192.7(c)**
- 3. A felony provision of law proscribing theft or embezzlement**

For these purposes, the employee may use vacation, personal leave, sick leave, compensatory time off that is otherwise available to the employee, or unpaid leave. (Labor Code 230.2)

Prior to taking time off, an employee shall give his/her supervisor a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The supervisor and Superintendent or designee shall keep confidential any records pertaining to the employee's absence from work. (Labor Code 230.2)

Leaves for Victims of Domestic Violence or Sexual Assault

An employee who is a victim of domestic violence or sexual assault as defined by law may take time off work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child. (Labor Code 230)

In addition, an employee who is a victim of domestic violence or sexual assault may take time off work to attend to the following activities: (Labor Code 230.1)

1. Seek medical attention for injuries caused by domestic violence or sexual assault
2. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault
3. Obtain psychological counseling related to an experience of domestic violence or sexual assault
4. Participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation

An employee who is a victim of domestic violence or sexual assault may use vacation, personal leave or compensatory time off that is otherwise available to the employee under the applicable terms of employment. (Labor Code 230, 230.1)

Prior to taking time off, an employee shall give reasonable notice to his/her supervisor, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable time, certification of the absence in the form of any of the following documents: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim of domestic violence or sexual assault
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault

The supervisor and Superintendent or designee shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

Personal Leave for a Child's School Activities

Any employee who is a parent/guardian or grandparent having custody of one or more children who are enrolled in grades K-12, or who attend a licensed day care facility, may use up to 40 hours of personal leave, vacation or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the year, and the employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

(cf. 1240 - Volunteer Assistance)

In lieu of using vacation, personal leave or compensatory time off, eligible employees giving reasonable advance notice may take up to 40 hours without pay each school year for this purpose, not to exceed eight hours in any month.

If both parents of a child are employed at the same work site, this leave shall be allowed for the first parent who applies; simultaneous absence by the second parent may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed day care facility that he/she participated in school or licensed day care facility activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards, Committees and State or Employee Organizations

Employees shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education boards, commissions, committees or groups authorized by Education Code 44987.3 or statute, provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is in the state of California.
2. The board, commission, organization or group informs the district in writing of the service.
3. The board, commission, organization or group agrees, prior to service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employees may take a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the local organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special or regular meetings of the body of the organization. (Education Code 44987, 45210)

Religious Leave

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

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

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

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

An employee who is a volunteer firefighter shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire or law enforcement training. (Labor Code 230.4)

Legal Reference:

EDUCATION CODE

44036-44037 Leaves of absence for judicial and official appearances

44963 Power to grant leaves of absence (certificated)

44981 Leave of absence for personal necessity (certificated)

44985 Leave of absence due to death in immediate family (certificated)

44987 Service as officer of employee organization (certificated)

44987.3 Leave of absence to serve on certain boards, commissions, etc.

45190 Leaves of absence and vacations (classified)

45194 Bereavement leave of absence (classified)

45198 Effect of provisions authorizing leaves of absence

45207 Personal necessity (classified)

45210 Service as officer of employee organization (classified)

45240-45320 Merit system, classified employees

FAMILY CODE

297-297.5 Registered domestic partner rights, protections and benefits

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MILITARY AND VETERANS CODE

395.10 Leave when spouse on leave from military deployment

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1192.7 Serious felony, defined

CALIFORNIA CONSTITUTION

Article 1, Section 8 Religious discrimination

UNITED STATES CODE, TITLE 29

2612 Leave requirements

UNITED STATES CODE, TITLE 42

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Regulation CENTER UNIFIED SCHOOL DISTRICT

approved: February 20, 2008 Antelope, California

FAMILY CARE AND MEDICAL LEAVE

Note: Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). In many situations, entitlements under both laws overlap; however, where there is a conflict between state and federal law, the law that grants greater benefits generally controls. In those situations, legal counsel should be consulted as appropriate.

This regulation may be subject to collective bargaining agreements. Districts that include such provisions in their agreements may delete the following optional administrative regulation.

The district shall not interfere with, restrain, or deny the exercise of any right for family care and medical leave provided to an eligible employee, as defined below, under the law. In addition, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

(*cf.* 4030 - Nondiscrimination in Employment)

Definitions

Any word or phrase defined below shall have the same meaning throughout this administrative regulation except where otherwise specifically defined.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)

Eligible employee means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

1. Inpatient care in a hospital, hospice, or residential health care facility
2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

FAMILY CARE AND MEDICAL LEAVE (continued)

- a. A period of incapacity of more than three consecutive full days
- b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
- c. For purposes of leave under the Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care
- d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Note: Pursuant to Family Code 297.5, registered domestic partners have the same rights, protections, and benefits as spouses under state law. This law was not affected by the passage of Proposition 8 on the 2008 ballot which defines marriage in California as a "union between a man and a woman," nor will it be affected should Proposition 8 be ruled unconstitutional in the future.

However, the federal Defense of Marriage Act (1 USC 7) defines marriage for purposes of the benefits under federal law as a "union between a man and a woman." Thus, in those instances where the FMLA grants greater rights than the CFRA (e.g., military caregiver leave, qualifying exigencies military family leave), it is questionable whether those rights also extend to registered domestic partners. Districts with questions about the status of benefits for registered domestic partners or spouses of same-sex marriages should consult legal counsel as appropriate.

Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (1 USC 7; 29 CFR 825.122; Family Code 297.5, 300; 2 CCR 7297.0)

Eligibility

Note: Pursuant to Government Code 12945.2 and 29 USC 2611, a district is required to grant family care and medical leave to an eligible employee for any of the reasons stated below, except where the district employs fewer than 50 employees within 75 miles of the worksite where the employee requesting the leave is employed.

The district shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)

FAMILY CARE AND MEDICAL LEAVE (continued)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child
2. To care for the employee's child, parent, or spouse with a serious health condition
3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position, except that CFRA leave shall not cover an employee's disability on account of pregnancy, childbirth, or related medical conditions

Note: Pursuant to 29 USC 2612, as amended by the National Defense Authorization Act of 2010 (P.L. 111-84), entitlement to FMLA military family leave for qualifying exigencies has been extended to families of members of the Armed Forces who are on active duty, or are called to active duty, in a foreign country. In addition, 29 USC 2612, as amended, has extended the military caregiver leave to families of veterans undergoing medical treatment, recuperation, or therapy or who are otherwise in out-patient status for serious injury or illness incurred or aggravated in the line of duty on active duty. For requirements related to qualifying exigency leave and military caregiver leave, see sections on "Military Family Leave Resulting from Qualifying Exigencies" and "Military Caregiver Leave" below.

4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember

In addition to FMLA leave for disability on account of a pregnancy, childbirth, or related medical conditions pursuant to item #3 above, a female employee disabled by pregnancy, childbirth, or related medical conditions may be entitled to take leave for a reasonable period of time, not to exceed four months. (Government Code 12945)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. (29 USC 2612; Government Code 12945.2)

Note: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods specified in Options #1-4 below which are examples listed in 29 CFR 825.200. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. **Whichever option is selected must be applied uniformly to all employees.**

FAMILY CARE AND MEDICAL LEAVE (continued)

~~**OPTION 1:** This 12-month period shall coincide with the calendar year. (29 CFR 825.200)~~

~~**OPTION 2:** This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)~~

OPTION 3: This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

~~**OPTION 4:** This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)~~

Note: Except in the situations described below, Government Code 12945.2 provides that leave granted under the CFRA must run concurrently with leave granted under the FMLA. Thus, CFRA leave and FMLA leave may not be combined so that total leave could exceed 12 work weeks.

Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)

Note: Pursuant to 2 CCR 7297.6, an employee's right to take pregnancy disability leave under Government Code 12945 is separate from her right to take leave under the CFRA.

2. Leave taken for disability on account of pregnancy, childbirth, or related medical conditions. FMLA leave taken for these purposes shall run concurrently with the California pregnancy disability leave granted pursuant to Government Code 12945. CFRA leave related to the birth of a child shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Note: The following paragraph reflects the provisions of 29 USC 2612, indicating that leave taken for the birth or placement of a child must be concluded (not initiated) within one year of the child's birth or placement.

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)

AR 4161.8(e)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: The following optional paragraph is for use by districts that limit family care and medical leave related to the birth or placement of the child to a total of 12 weeks when both parents work for the district.

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether or not the parents are married, not married, or registered domestic partners. (29 USC 2612; Government Code 12945.2)

Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or give employees discretion (Option 2) to substitute paid leave for the unpaid family care and medical leave, so that the paid leave and unpaid family care and medical leave would run concurrently. Paid leave may be substituted only to the extent that the employee would otherwise be eligible to take the leave. However, for leave taken under the CFRA for the employee's own serious health condition, the district can only require him/her to use accrued sick leave and cannot require the employee to use accrued vacation or personal time off.

OPTION 1: Except for pregnancy disability leave, during the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy. (29 USC 2612; Government Code 12945.2)

~~**OPTION 2:** During the period of family care and medical leave or pregnancy disability leave, the employee may elect to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the district. If the leave is because of the employee's own serious health condition, the employee may use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy. (29 USC 2612; Government Code 12945.2)~~

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)

Intermittent Leave/Reduced Leave Schedule

Leave related to the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)

AR 4161.8(f)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

Note: In Faust v. California Portland Cement Company, a California Court of Appeal held that an employee need not specifically mention the CFRA (or the FMLA) to trigger his/her right to CFRA leave. The court found that the burden rests with the employer to make that determination, and, if appropriate, provide the employee with the appropriate benefits.

An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)

Note: Both 29 CFR 825.300 and 2 CCR 7297.4 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)

Note: Pursuant to 2 CCR 7297.4, the district may require an employee to provide at least 30 days advance notice of the need for the leave if the need is foreseeable based on an expected birth, adoption, or a planned medical treatment. If a district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications." Districts that do not require 30 days advance notice should modify the following paragraph accordingly.

FAMILY CARE AND MEDICAL LEAVE (continued)

When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)

When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)

Certification of Health Condition

Note: The following optional section is for use by districts that require the employee to submit a medical certification of the need for leave along with his/her request for leave for his/her own serious health condition or to care for a child, parent, or spouse with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this section should request a medical certification from all employees.

At the time of the employee's request for leave for his/her own or his/her child's, parent's, or spouse's serious health condition, or within five business days of the request, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)

The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse

FAMILY CARE AND MEDICAL LEAVE (continued)

- b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse

Note: 2 CCR 7297.0 provides that the health care provider's certification need not identify the serious health condition involved. Where an employee is requesting leave for his/her own serious health condition, the employee may provide this information at his/her option.

4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

Note: Pursuant to 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act (P.L. 110-233), it is unlawful for any district to request, require, or purchase an employee's or his/her family member's individual genetic information except where the request or requirement is made in order to comply with medical certification requirements for FMLA/CFRA purposes, or where the employee provided to the district prior, knowing, voluntary, and written authorization. Any such information received by the district must be kept confidential.

The Superintendent or designee shall not request any genetic information, as defined in 42 USC 2000ff, from any employee or his/her family member except as necessary to comply with a certification requirement for FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such genetic information received by the district shall be kept confidential in accordance with law. (42 USC 2000ff-1, 2000ff-5)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the employee. (29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

FAMILY CARE AND MEDICAL LEAVE (continued)

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)

Fitness for Duty Upon Return to Work

Note: Pursuant to Government Code 12945.2 and 29 CFR 825.312, the district may require an employee to submit a fitness-for-duty certification upon returning to work when the following two conditions are met: (1) the leave was a result of the employee's own serious health condition, and (2) the district has adopted a policy that is applied uniformly to all similarly situated employees (i.e., same occupation, same serious health condition). However, if the district's collective bargaining agreement governs the employee's return to work, the collective bargaining agreement shall supersede any policy requirements.

The following **optional** section is for use by districts that choose to require a fitness-for-duty certification and may be modified to list the specific positions for which certification is required.

Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.

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

Note: Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the essential functions of his/her job with the "designation notice"; see section entitled "Notifications" below.

The following paragraph is **optional** and should be deleted by districts that do not require certification of an employee's ability to perform the essential functions of the job.

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement and Maintenance of Benefits

Note: Pursuant to Government Code 12945.2 and 29 USC 2614, an employee on family care and medical leave has the right to be reinstated to the same or a comparable position when he/she returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than he/she would have if he/she had been continuously employed. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee.

Upon granting an employee's request for family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)

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FAMILY CARE AND MEDICAL LEAVE (continued)

However, the district may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)

For a period of 12 work weeks, the district shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)

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

In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

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FAMILY CARE AND MEDICAL LEAVE (continued)

Military Family Leave Resulting from Qualifying Exigencies

Note: 29 USC 2612 authorizes an eligible employee to take up to 12 work weeks of unpaid leave to attend to an "exigency" arising out of the fact that a spouse, child, or parent of the employee is on active duty or on call to active duty status in the National Guard or Reserves. Pursuant to 29 USC 2611, as amended by the National Defense Authorization Act of 2010 (P.L. 111-84), employees who are spouses, children, or parents of servicemembers of the regular Armed Forces on deployment to a foreign country are now also eligible for the leave.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to the U.S. Department of Labor's (DOL) Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of his/her FMLA leave entitlement as a qualifying exigency leave or the employee may take a combination of 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies. (29 USC 2612)

Covered military member means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty. (29 USC 2611)

Note: 29 CFR 825.126 defines "qualifying exigencies" as activities in seven broad categories, as listed below, and provides specific examples for each category. In addition, a "qualifying exigency" includes "any other event" as agreed to by the district and the employee. As an example of such other event, the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers lists leave to spend time with the covered military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the covered military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment)
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status

FAMILY CARE AND MEDICAL LEAVE (continued)

3. Arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a covered military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

Note: 29 CFR 825.309 authorizes a district to require the employee to provide a copy of the covered military member's active duty order or other military documentation the first time that the employee requests the leave. In addition, the district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. The DOL has developed a form for employees and employers to use for this purpose, Appendix G, 73 Fed. Reg. 222, page 68127.

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)

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FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

Note: 29 USC 2612 authorizes an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below. As is the case with other FMLA leaves, this law applies to districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed; see the section entitled "Eligibility" above.

29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of leave during a "single 12-month period." According to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Note: The National Defense Authorization Act of 2010 (P.L. 111-84) has amended 29 USC 2611 to expand the definition of "covered servicemember" to include any veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated in the line of duty on active duty, provided that he/she was a member of the Armed Forces, National Guard, or Reserves at any time during the five-year period before he/she began treatment.

Covered servicemember may be either: (29 USC 2611)

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

FAMILY CARE AND MEDICAL LEAVE (continued)

2. A veteran who, within the five years preceding his/her undergoing of medical treatment, recuperation, or therapy for a serious injury or illness, was a member of the Armed Forces, including the National Guard or Reserves

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "son or daughter," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in loco parentis. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: The National Defense Authorization Act of 2010 (P.L. 111-84) amended 29 USC 2611 to expand the definition of "serious injury or illness." For active members of the Armed Forces, serious injury or illness now includes any injury or illness that existed before a member's active duty if such injury or illness was aggravated by service in the line of duty on active duty and rendered the member medically unfit to perform the duties of his/her office, grade, rank, or rating. For veterans, serious injury or illness includes any injury or illness incurred or aggravated in service in the line of duty on active duty, whether or not the injury or illness manifested itself before or after the member became a veteran.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a member of the Armed Forces, an injury or illness incurred or aggravated by the member's service in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran

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FAMILY CARE AND MEDICAL LEAVE (continued)

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 and 825.303 require the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require the employee to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember. 29 CFR 825.310 defines "authorized health care provider" for this purpose to include a Department of Defense or Department of Veterans Affairs health care provider and specifies the information that may be requested. However, unlike other types of FMLA/CFRA leave, a district may not require second and third opinions from other health care providers and may not require recertification of the need for the military caregiver leave.

The following paragraph is **optional**. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to military caregiver leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in "Use/Substitution of Paid Leave" above, shall apply.

Notifications

Note: Both 29 CFR 825.300 and 2 CCR 7297.9 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

2 CCR 7297.9 further requires that if the workforce at any facility contains 10 percent or more of persons with a primary language other than English, the posted notice of state law must be translated into the language(s) these employees speak.

The Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:

1. **General Notice:** Information explaining the provisions of the FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

Note: Pursuant to 2 CCR 7297.4, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see section entitled "Request for Leave" above. 2 CCR 7297.4 specifies that districts that require such notice from employees must give employees "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following **optional** paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)

2. **Eligibility Notice:** When an employee requests leave or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (29 CFR 825.300)

FAMILY CARE AND MEDICAL LEAVE (continued)

3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

Note: Item #b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See section entitled "Fitness for Duty Upon Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to substitute paid leave, whether the district will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. If applicable, the employee's status as a "key employee," potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

FAMILY CARE AND MEDICAL LEAVE (continued)

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be substituted for unpaid family care and medical leave, whether the district requires an employee to present a fitness-for-duty certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See sections entitled "Use/Substitution of Paid Leave" and "Fitness for Duty Upon Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement.

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, as added by the Genetic Information Nondiscrimination Act (P.L. 110-233), any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

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FAMILY CARE AND MEDICAL LEAVE (continued)

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500; Government Code 12946)

Legal Reference:

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 *Sex discrimination: pregnancy and related medical conditions*

7297.0-7297.11 *Family care leave*

UNITED STATES CODE, TITLE 1

7 *Definition of marriage, spouse*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

COURT DECISIONS

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Administrative Regulation

Family Care And Medical Leave

AR 4161.8

Personnel

Definitions

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2)

Eligible employee means an employee who has at least 12 months of service with the district and who has at least 1,250 hours of service with the district during the previous 12-month period. Full-time teachers are deemed to meet the 1,250 hours of service requirement. (29 USC 2611; 29 CFR 825.110; Government Code 12945.2)

Full-time teacher means an employee whose principal function is to teach and instruct students in a class, a small group, or individual setting and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. (29 CFR 825.800)

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (29 USC 2611; 29 CFR 825.122; Government Code 12945.2; 2 CCR 7297.0)

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either of the following: (29 USC 2611; 29 CFR 825.113, 825.114, 825.115; Government Code 12945.2)

- 1. Inpatient care in a hospital, hospice, or residential health care facility**
- 2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:**
 - a. A period of incapacity of more than three consecutive full days**
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition**
 - c. For purposes of leave under the Family and Medical Leave Act (FMLA), any period of incapacity due to pregnancy or for prenatal care**
 - d. Any period of incapacity which is permanent or long term due to a condition for**

which treatment may not be effective

e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300 or 1 USC 7. In addition, for purposes of rights under the California Family Rights Act (CFRA), a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (29 CFR 825.122; Family Code 297.5; 2 CCR 7297.0)

Eligibility

The district shall grant family care and medical leave to eligible employees for the following reasons: (29 USC 2612; 29 CFR 825.112; Family Code 297.5; Government Code 12945.2)

1. Because of the birth of a child of the employee or placement of a child with the employee in connection with the adoption or foster care of the child by the employee.
2. To care for the employee's child, parent, or spouse with a serious health condition.
3. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. However, for purposes of leave under the CFRA, this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
4. To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or designated next of kin of the service member.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

The district shall not interfere with, restrain, or deny the exercise of any right provided to an eligible employee under the law. Also, the district shall not discharge or discriminate against any employee for opposing any practice made unlawful by, or because of, his/her involvement in any inquiry or proceeding related to the family care and medical leave. (29 USC 2615; Government Code 12945.2)

(cf. 4030 - Nondiscrimination in Employment)

Terms of Leave

Except in the case of leave to care for a covered servicemember, an eligible employee shall be entitled to a total of 12 work weeks of family care and medical leave during any 12-month

period. (29 USC 2612; Government Code 12945.2)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

In the case of leave taken pursuant to the FMLA for the purpose of caring for a covered servicemember with a serious injury or illness, an eligible employee shall be entitled to a total of 26 work weeks of family care and medical leave during a single 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.

Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:

1. Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA only. (Family Code 297.5)

2. Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to federal family care and medical leave, an employee may be entitled to take California pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave. (Government Code 12945, 12945.2; 2 CCR 7297.6)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (29 USC 2612; 2 CCR 7297.3)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 weeks. This restriction shall apply whether the parents are married, registered domestic partners, or not married. (29 USC 2612; Government Code 12945.2)

Except for pregnancy disability leave, during the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. During pregnancy disability leave, the employee may elect to use her accrued vacation leave or other accrued time off. If the leave is because of the employee's own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy. (29 USC 2612;

Government Code 12945.2)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

Intermittent Leave/Reduced Leave Schedule

Leave related to the serious health condition of the employee or his/her child, parent, or spouse may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave. (29 USC 2612; 2 CCR 7297.3)

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the district may require the employee to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

An employee shall provide at least verbal notice sufficient to make the district aware that he/she needs family care and medical leave and the anticipated timing and duration of the leave. The employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement; however, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 7297.4)

Based on the information provided by the employee or his/her spokesperson, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. (2 CCR 7297.4)

When the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the district and make a reasonable effort to schedule, subject to the health care provider's approval, any planned medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7297.4)

When the 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee shall provide the district with notice as soon as practicable. (2 CCR 7297.4)

Certification of Health Condition

A request by an employee for family care and medical leave for his/her serious health condition, or to care for a child, parent, or spouse with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. The certification shall include the following: (29 USC 2613; Government Code 12945.2; 2 CCR 7297.0)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

At the time of the employee's request for leave or within five business days, the Superintendent or designee shall request that the employee provide certification of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (29 CFR 825.305; 2 CCR 7297.4)

When the employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA-eligible, the district shall notify the employee within five business days whether the leave is FMLA-eligible. The district may also retroactively designate leave as FMLA/CFRA as long as there is no individualized harm to the

employee. (29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (29 USC 2613; Government Code 12945.2)

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above. (29 USC 2613; Government Code 12945.2)

Fitness for Duty Upon Return to Work

Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work.

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

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement and Maintenance of Benefits

Upon granting an employee's request for family care and medical leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2)

However, the district may refuse to reinstate an employee returning from leave to the same or a comparable position if all of the following apply: (29 USC 2614; Government Code 12945.2)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

An employee who takes leave has no greater right to reinstatement or to other benefits and conditions of employment than if he/she had been continuously employed during the leave period. If an employee is laid off or was hired for a specific term or to perform work on a discrete project during the leave period, he/she is not entitled to reinstatement or maintenance of

group health plan benefits, provided the district has no continuing obligations under a collective bargaining agreement or otherwise. (29 CFR 825.216; 2 CCR 7297.2)

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

During the period when an employee is on family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (29 USC 2614; Government Code 12945.2)

For a period of 12 weeks, the district shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control. (29 USC 2614; 29 CFR 825.213; Government Code 12945.2)

In addition, during the period when an employee is on family care and medical leave, he/she shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not be required to make plan payments for an employee during the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2)

Military Caregiver Leave

The district shall grant up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, to an eligible employee to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, an employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to the up to 12-weeks of leave that may be taken for other FMLA qualifying reasons, but rather is inclusive of such 12 weeks. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember means a current member, or member who is on the temporary disability retired list, of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty for which he/she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for that injury or illness. (29 USC 2611, 2612; 29 CFR 825.127)

Son or daughter of a covered servicemember means the biological, adopted, or foster child,

stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to that individual, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. (29 USC 2611; 29 CFR 825.127)

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, shall apply.

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a covered military member is on active duty or call to active duty status for one or more qualifying exigencies. (29 CFR 825.126)

Covered military member means the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Active duty or call to active duty status means a member of the

National Guard or Reserves who is under a call or order to active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. (29 CFR 825.126)

Qualifying exigencies include time needed to (1) address issues arising from short notice deployment (up to seven calendar days from the date of receipt of call or order of short notice deployment); (2) attend military events and related activities, such as any official ceremony or family assistance program related to the active duty or call to active duty status; (3) arrange childcare or attend school activities arising from the active duty or call to active duty, such as arranging for alternative childcare, enrolling or transferring a child to a new school, or attending meetings; (4) make or update financial and legal arrangements to address a covered military member's absence; (5) attend counseling provided by someone other than a health care provider; (6) spend time (up to five days of leave per instance) with a covered military member who is on short-term temporary rest and recuperation leave during deployment; (7) attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings; and (8) address any other event that the employee and district agree is a qualifying exigency. (29 CFR 825.126)

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting such leave for the first time shall provide the Superintendent or designee with a copy of the covered military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave which contains the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule specified in "Terms of Leave" above, regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications about state and federal law related to FMLA/CFRA:

1. General Notice: Information shall be posted in a conspicuous place on district premises or electronically explaining the provisions of the FMLA/CFRA and information about employee rights and obligations shall be included in employee handbooks. (29 USC 2619; 2 CCR 7297.9)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the leave, when the need for the leave is reasonably foreseeable. (2 CCR 7297.4)

2. **Eligibility Notice:** When an employee requests leave or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall provide notification, within five business days, to the employee of his/her eligibility to take such leave (i.e., whether the employee has met the months of employment, hours of service, and worksite requirements). (29 CFR 825.300)

3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as appropriate: (29 CFR 825.300)

a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement, if qualifying

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to substitute paid leave, whether the district will require substitution of paid leave, conditions related to any substitution, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make any premium payments to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. If applicable, the employee's status as a "key employee" and information related to restoration of that status

f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

g. The employee's potential liability for health benefits should the employee not return to service

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days, provide the employee with a Rights and Responsibilities Notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall provide written notification, within five business days, designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or

weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be substituted for unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a fitness-for-duty certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify.

Any time the information provided in the Designation Notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (29 USC 2616; 29 CFR 825.500; Government Code 12946)

Legal Reference:

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 Sex discrimination: pregnancy and related medical conditions

7297.0-7297.11 Family care leave

UNITED STATES CODE, TITLE 1

7 Definition of marriage, spouse

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

COURT DECISIONS

Faust v. California Portland Cement Company, (2007) 150 Cal.App. 4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

Final Rule and Supplementary Information, November 17, 2008. Vol. 73, No. 222, pages 67934-68133

U.S. DEPARTMENT OF LABOR PUBLICATIONS

**Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
WEB SITES**

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/esa/whd/fmla>

Regulation CENTER UNIFIED SCHOOL DISTRICT

approved: June 3, 2009 Antelope, California

GRADUATION CEREMONIES AND ACTIVITIES

Note: The following **optional** policy is for use by any district that maintains a high school and should be modified to reflect district practice.

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may participate in graduation exercises without receiving his/her diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

Note: On its web site, the California Department of Education indicates that a student's General Educational Development (GED) Test results may not be used by the district to satisfy the minimum course requirements for graduation. The following **optional** paragraph parallels this concept with regard to use of results of the GED and California High School Proficiency Examination for participation in graduation ceremonies.

High school students who have passed the California High School Proficiency Examination or the General Educational Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Note: School-sponsored and school-directed prayer at public high school graduation ceremonies has been ruled unconstitutional by both the U.S. Supreme Court (Lee v. Weisman) and the California Supreme Court (Sands v. Morongo Unified School District). However, the law is unclear as to whether student-led, student-initiated prayer at graduation ceremonies is constitutional. In Cole v. Oroville Union High School District, the 9th Circuit Court of Appeals found that it would be unconstitutional for a district to allow a student to give a sectarian and proselytizing invocation at graduation. In that case, the district had developed a policy whereby students determined whether an invocation would be granted and, if so, would then select a fellow student to deliver it. The principal would then review the content of the student invocation for proselytizing messages. The court upheld the policy authorizing principal review, but did not rule on the underlying policy allowing the invocation in the first place. Some attorneys have argued that the U.S. Supreme Court's decision in Santa Fe Independent School District v. Doe, which found unconstitutional a district policy allowing student-led, student-initiated prayers at football games, would also apply to student-led, student-initiated prayer and invocations at graduation ceremonies.

Option 1 is for use by districts that prohibit prayer at graduation ceremonies. Option 2 is for use by those districts that allow a student-initiated, student-led prayer at graduation ceremonies. However, because the issue has not yet been authoritatively resolved by the courts, it is strongly recommended that districts selecting Option 2 consult legal counsel prior to the adoption of this policy and/or any other procedure allowing prayer at graduation ceremonies.

GRADUATION CEREMONIES AND ACTIVITIES (continued)

~~**OPTION 1:** Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.~~

OPTION 2: The school or district shall not direct invocations, prayers, or benedictions at graduation ceremonies.

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression)

Honors and Awards

Note: The following **optional** section may be modified to reflect district practice. Districts that choose to recognize students for outstanding academic performance should adopt procedures for selecting honorees and notifying students and their parents/guardians. Such rules, procedures, and criteria may be added to this section.

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.

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

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and nonschool awards.

(cf. 5126 - Awards for Achievement)

Conduct at Graduation Ceremonies

Note: The following section is **optional**. Graduation ceremonies are school-sponsored and/or school-related activities over which school boards have authority. Thus, the Governing Board may regulate student behavior at such events.

Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.

(cf. 5131 - Conduct)

Note: Under the authority granted the Board to regulate student conduct, the Board may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony. However, Education Code 35183.3, as added by AB 1463 (Ch. 296, Statutes of 2009), allows graduating students who are in active military service to wear their military dress uniforms to graduation ceremonies.

GRADUATION CEREMONIES AND ACTIVITIES (continued)

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

However, any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at his/her option, wear his/her military dress uniform at the ceremony. (Education Code 35183.3)

Disciplinary Considerations

Note: The withholding of a diploma is governed by Education Code 48904 and is separate from the denial of participation in graduation ceremonies; see AR 5125.2 - Withholding Grades, Diploma or Transcripts and BP 6161.2 - Damaged or Lost Instructional Materials. Even though the graduation ceremony is not an essential component to the granting of a diploma, it is an important symbolic event. Therefore, it is recommended that districts provide some due process before denying a student the privilege of participating in the ceremony.

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. Prior to denial of the privilege, the student, and where practicable his/her parent/guardian, shall be made aware of the grounds for such denial and shall be given an opportunity to respond. If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision.

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

(cf. 5144 - Discipline)

(cf. 6161.2 - Damaged or Lost Instructional Materials)

Legal Reference: (see next page)

GRADUATION CEREMONIES AND ACTIVITIES (continued)

Legal Reference:

EDUCATION CODE

35183.3 *Graduation ceremonies; military dress uniforms*

38119 *Lease of personal property; caps and gowns*

48904 *Liability of parent or guardian; withholding of grades, diplomas, transcripts*

51225.5 *Honorary diplomas; foreign exchange students*

51410-51412 *Diplomas*

COURT DECISIONS

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

WEB SITES

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs/>

Board Policy

Graduation Ceremonies And Activities

BP 5127

Students

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 3260 - Fees and Charges)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may participate in graduation exercises without receiving his/her diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

High school students who have passed the California High School Proficiency Examination or the General Education Development Test must also meet district graduation requirements in order to participate in graduation ceremonies.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The school or district shall not direct invocations, prayers or benedictions at graduation ceremonies.

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

Disciplinary Considerations

In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities in accordance with school rules. School rules shall ensure that prior to denial of the privilege(s), the student, and where practicable his/her parent/guardian, is made aware of the grounds for such denial and that the student is given an opportunity to respond to the proposed denial. If privilege(s) are to be denied, the student and parent/guardian shall receive written notice of the denied privilege and

the means whereby he/she may appeal this decision.

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

(cf. 5144 - Discipline)

(cf. 6161.2 - Damaged or Lost Instructional Materials)

Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). The Superintendent or designee shall establish procedures that ensure a fair determination of the valedictorian(s) and salutatorian(s).

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

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and nonschool awards.

(cf. 5126 - Awards for Achievement)

Foreign exchange students may receive honorary diplomas during the graduation ceremony.
(Education Code 51225.5)

(cf. 6145.6 - International Exchange)

Legal Reference:

EDUCATION CODE

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51400-51403 Elementary school diploma

51410-51412 Diplomas

COURT DECISIONS

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 112 S.Ct. 2649

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

CDE PROGRAM ADVISORIES

0615.89 Granting credit for passing GED, SPB:88/89-11

WEB SITES

CDE: <http://www.cde.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: December 19, 2001 Antelope, California

WEAPONS AND DANGEROUS INSTRUMENTS

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from psychological and physical harm and desires to protect them from the dangers presented by firearms and other weapons.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or dangerous instruments of any kind in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

(cf. 3515.3 - District Police/Security Department)

Note: 20 USC 7151 and Education Code 48915 require the mandatory expulsion of a student who has possessed a firearm, brandished a knife, or committed any other acts listed in Education Code 48915(c). See AR 5144.1 - Suspension and Expulsion/Due Process for grounds for suspension and expulsion and expulsion procedures.

During the Categorical Program Monitoring (CPM) process, California Department of Education (CDE) staff expect to see policy language requiring the expulsion, for not less than one year, of any student who is determined to have brought a firearm to school or to have possessed a firearm at school in accordance with 20 USC 7151 and Education Code 48915. The following paragraph, or similar language in AR 5144.1 - Suspension and Expulsion/Due Process (provided that that regulation has been approved by the Governing Board), may be submitted to the CDE for compliance purposes.

Unless he/she has obtained prior written permission as specified below, any student who is determined to have brought a firearm to school or possessed a firearm at school, as verified by a school employee, shall be expelled for not less than one year, except that the Board may set an earlier date for readmission on a case-by-case basis, in accordance with Board policy and administrative regulation. (20 USC 7151; Education Code 48915)

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

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

Students possessing or threatening others with any weapon, dangerous instrument, or imitation firearm (Penal Code 417.4) shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

Under the power granted to the Board to maintain order and discipline in the schools and to protect the safety of students, staff, and the public, any school employee is authorized to confiscate a weapon, dangerous instrument, or imitation firearm from any student on school grounds.

(cf. 4158/4258/4358 - Employee Security)

WEAPONS AND DANGEROUS INSTRUMENTS (continued)

Note: Pursuant to 20 USC 7151, any district receiving federal funds under the No Child Left Behind Act is **mandated** to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Penal Code 245, 626.9, and 626.10 and Education Code 48900(c) and (d). In addition, Education Code 48902, as amended by AB 1390 (Ch. 292, Statutes of 2009), requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. During CPM reviews, CDE staff will expect to see policy language regarding referral to law enforcement, as specified below. See AR 5144.1 - Suspension and Expulsion/Due Process for comparable compliance statements.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other dangerous weapon or instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (20 USC 7151; Education Code 48902; Penal Code 245, 626.9, 626.10)

(cf. 3515.2 - Disruptions)

Advance Permission for Possession of a Weapon for Educational Use

Note: 20 USC 7151 allows firearms on school grounds when (1) the firearm is lawfully stored in a locked vehicle and (2) the principal authorizes possession for approved activities and the district has adopted appropriate safeguards to ensure student safety. Federal law is consistent with Penal Code 626.10 which authorizes students to possess certain weapons with written permission of the principal when necessary for a school-sponsored activity or class.

The following **optional** section is for use by districts that wish to allow such possession of firearms and other weapons and should be modified to reflect specific safeguards and timelines adopted by the district.

A student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall request prior permission from the principal at least five school days in advance of the planned possession. The student's parent/guardian shall provide written permission explaining the planned use of the weapon and the duration. The student shall also submit a written explanation from the staff person responsible for the school-sponsored activity or class.

On a case-by-case basis, the principal shall determine whether to grant permission for such possession when necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, he/she shall provide the student and staff person with a written explanation regarding any limitations and the permissible duration of the student's possession.

WEAPONS AND DANGEROUS INSTRUMENTS (continued)

When the principal or designee grants permission, he/she shall take all necessary precautions to ensure the safety of all persons on school grounds, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any weapon allowed shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

A student granted permission to possess a weapon may be suspended and/or expelled if he/she possesses or uses the weapon inappropriately.

Possession of Pepper Spray

Note: Penal Code 12403.8 allows minors age 16 or older to purchase and possess tear gas or tear gas weapons for purposes of self-defense if they are accompanied by a parent/guardian or have the written consent of their parent/guardian. Option 1 below, for use by districts that allow students to bring such defensive items to school, reflects the fact that a student can be disciplined under Education Code 48900 or 48915 if such an item is used for a purpose other than self-defense. Option 2 is for use by districts that prohibit students from bringing such items to school.

OPTION 1: Students age 16 or older may legally possess tear gas or tear gas weapons such as pepper spray for the purpose of self-defense. However, such students shall be subject to suspension and/or expulsion if they use such items inappropriately or for any purpose other than self-defense.

OPTION 2: To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

Note: Education Code 49335 requires the CDE to develop a system, for use by districts, to shield the identity of and provide protection to students who report the presence of "injurious objects" on school grounds. Pursuant to Education Code 49330, an "injurious object" is capable of inflicting substantial bodily damage as defined in Penal Code 653k, 12001, 12020, 12220, 12401 and 12402. These weapons include, but are not limited to, firearms, knives, metal knuckles, and explosives.

The system developed by the CDE pursuant to Education Code 49335 was a directive for districts to review their policies to ensure that district policy has been adopted which implements the student reporting protections. The CDE emphasized that all staff, students, and parents/guardians should be informed of the requirement that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

The following section should be modified to reflect district practice.

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

WEAPONS AND DANGEROUS INSTRUMENTS (continued)

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

(cf. 5138 - Conflict Resolution/Peer Mediation)

*Legal Reference:*EDUCATION CODE

35291 Governing board to prescribe rules for discipline of the schools

48900 Grounds for suspension/expulsion

48902 Notification of law enforcement authorities

48915 Required recommendation for expulsions

48916 Readmission

49330-49335 Injurious objects

PENAL CODE

245 Assault with deadly weapon

417.4 Imitation firearm; drawing or exhibiting

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razor or stun gun; bringing or possessing in school

653k Soliciting a minor to commit certain felonies

12001 Control of deadly weapons

12020-12036 Unlawful carrying and possession of concealed weapons

12220 Unauthorized possession of a machine gun

12401-12404 Tear gas

12550-12556 BB devices and imitation firearms

UNITED STATES CODE, TITLE 20

6301-7941 No Child Left Behind Act, especially:

7151 Gun-Free Schools Act

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS

0401.01 Protecting Student Identification in Reporting Injurious Objects

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, January 2004

WEB SITES

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

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss/>

National Alliance for Safe Schools: <http://www.safeschools.org>

National School Safety Center: <http://www.schoolsafety.us>

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

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

Board Policy

Weapons And Dangerous Instruments

BP 5131.7

Students

The Governing Board desires students and staff to be free from the danger presented by firearms and other weapons and recognizes that they have the right to a safe and secure campus free from psychological and physical harm.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

Possession of Weapons

The Board prohibits any person other than authorized law enforcement or security personnel from possessing weapons, imitation firearms, or dangerous instruments of any kind in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

(cf. 3515.3 - District Police/Security Department)

Unless he/she has obtained prior written permission as specified below, any student who is determined to have brought a firearm to school or possessed a firearm at school, as verified by a school employee, shall be expelled for not less than one year, except that the Board may set an earlier date for readmission on a case-by-case basis, in accordance with Board policy and administrative regulation. (Education Code 48915; 20 USC 7151)

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

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

Students possessing or threatening others with any weapon, dangerous instrument, or imitation firearm are subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

Under the power granted to the Board to maintain order and discipline in the schools and to protect the safety of students, staff, and the public, any school employee is authorized to confiscate a weapon, dangerous instrument, or imitation firearm from any person on school grounds.

(cf. 4158/4258/4358 - Employee Security)

The principal or designee shall notify law enforcement authorities when any student possesses a weapon without permission or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7151)

Advance Permission for Possession of a Firearm for Educational Use

A student who desires to possess or transport a firearm or imitation firearm on school grounds for an educational purpose shall request prior permission from the principal at least five school days in advance of the planned possession. The student's parent/guardian shall provide written permission explaining the planned use of the weapon and the duration. The student shall also submit a written explanation from the staff person responsible for the school-sponsored activity or class.

On a case-by-case basis, the principal shall determine whether to grant permission for such possession when necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, he/she shall provide the student and staff person with a written explanation regarding any limitations and the permissible duration of the student's possession.

The principal and/or a staff member with knowledge of firearm safety shall inspect the weapon to ensure that necessary safety precautions have been taken, including inspection to ensure that no live ammunition is present. The firearm shall be stored in a locked vehicle or in an appropriate, locked container before and after the educational activity.

A student granted permission to possess a firearm may be suspended and/or expelled if he/she possesses or uses the weapon inappropriately.

Possession of Pepper Spray

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

(cf. 5125 - Student Records)

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The strategy shall also

provide a method of informing staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

(cf. 5138 - Conflict Resolution/Peer Mediation)

Legal Reference:

EDUCATION CODE

35291 Governing board to prescribe rules for discipline of the schools

48900 Grounds for suspension/expulsion

48902 Notification of law enforcement authorities

48915 Required recommendation for expulsions

48916 Readmission

49330-49335 Injurious objects

PENAL CODE

245 Assault with deadly weapon

417.4 Imitation firearm; drawing or exhibiting

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razor or stun gun; bringing or possessing in school

653k Soliciting a minor to commit certain felonies

12001 Control of deadly weapons

12020-12036 Unlawful carrying and possession of concealed weapons

12220 Unauthorized possession of a machine gun

12401-12404 Tear gas

12550-12556 BB devices and imitation firearms

UNITED STATES CODE, TITLE 20

6301-7941 No Child Left Behind Act; especially:

7151 Gun-Free Schools Act

Management Resources:

CSBA PUBLICATIONS

911: A Manual for Schools and the Media During a Campus Crisis, 2001

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999

CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS

0401.01 Protecting Student Identification in Reporting Injurious Objects

WEB SITES

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

California Attorney General's Crime and Violence Prevention Center: <http://www.safestate.org>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss>

National Alliance for Safe Schools: <http://www.safeschools.org>

National School Safety Center: <http://www.schoolsafety.us>

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

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

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: June 18, 2008 Antelope, California

WEAPONS AND DANGEROUS INSTRUMENTS

Prohibited weapons and dangerous instruments include, but are not limited to:

1. Firearms: pistols, revolvers, shotguns, rifles, "zip guns," "stun guns," tasers, and any other device capable of propelling a projectile by the force of an explosion or other form of combustion

Note: Penal Code 626.10, as amended by AB 870 (Ch. 258, Statutes of 2009), has expanded the list of weapons and dangerous instruments prohibited at school to include razor blades and box cutters.

2. Knives, razor blades, and box cutters: any dirks, daggers, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than 2-1/2 inches, folding knives with a blade that locks into place, and razors with an unguarded blade (Education Code 48915; Penal Code 626.10)
3. Explosive and/or incendiary devices: pipe bombs, time bombs, cap guns, containers of inflammable fluids, and other hazardous devices
4. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun (Penal Code 626.10)
5. Any other dangerous device, instrument, or weapon, including those defined in Penal Code 12020, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
6. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (Education Code 48900; Penal Code 12550)

Note: The remainder of this regulation is optional and provides a process for an employee to use when taking possession of a weapon or dangerous instrument from a student. Pursuant to Education Code 49334, a school employee who initially contacts a law enforcement agency about any person possessing an unauthorized weapon or dangerous instrument on campus cannot be subject to any civil or administrative proceeding, including any disciplinary action, for doing so, notwithstanding any district policy or regulation to the contrary. The employee must follow any other requirements of district policy or regulation upon notifying the law enforcement agency. See BP 4158/4258/4358 - Employee Security for language regarding employee reports of adults possessing injurious objects.

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the district. (Education Code 49331, 49332)

(cf. 5145.12 - Search and Seizure)

WEAPONS AND DANGEROUS INSTRUMENTS (continued)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the principal

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.3 - District/Police Security Department)

(cf. 4158/4258/4358 - Employee Security)

When informing the principal about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The principal shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

Administrative Regulation

Weapons And Dangerous Instruments

AR 5131.7

Students

Weapons and dangerous instruments include, but are not limited to:

- 1. Firearms: pistols, revolvers, shotguns, rifles, "zip guns," "stun guns," tasers, and any other device capable of propelling a projectile by the force of an explosion or other form of combustion**
- 2. Knives: any dirks, daggers or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than 3-1/2 inches, folding knives with a blade that locks into place, and razors with an unguarded blade (Education Code 48915)**
- 3. Explosive and/or incendiary devices: pipe bombs, time bombs, cap guns, containers of inflammable fluids, and other hazardous devices**
- 4. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure or spring action, or any spot marker gun (Penal Code 626.10)**
- 5. Any other dangerous device, instrument or weapon, especially those defined in Penal Code 12020, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon**
- 6. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (Education Code 48900)**

If an employee knows that a student possesses any of the above devices, he/she shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall immediately notify the principal, who shall take appropriate action

(cf. 4158/4258/4358 - Employee Security)

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

The principal shall report any possession of a weapon or dangerous instrument, including

imitation firearm, to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: December 19, 2001 Antelope, California

Delete

Board Policy

Tuberculosis Testing

BP 5141.26
Students

The Governing Board recognizes that tuberculosis poses a public health threat. Treatment of active cases of this disease is the most effective means of controlling its spread.

The number of tuberculosis cases in our county is on the rise. The County Public Health officer therefore requires tuberculosis testing, and follow-up if appropriate, before students enter school.

The Superintendent or designee may require a tuberculosis skin test when qualified medical personnel reasonably suspect that a student has active tuberculosis. If there is an outbreak of tuberculosis at any school, the Superintendent or designee may require all students at the school to undergo tuberculosis skin tests.

Students known to have had a positive tuberculosis skin test shall be excluded from school until they provide evidence of a follow-up x-ray and appropriate medical care or are no longer suspected of having active tuberculosis.

(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.3 - Health Examinations)

All district staff shall receive information on how tuberculosis is spread and how it can be prevented and treated.

(cf. 4119.43 - Universal Precautions)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Infectious Disease Prevention)

Legal Reference:

EDUCATION CODE

49450 Rules to insure proper care and secrecy

49451 Parent's refusal to consent

HEALTH AND SAFETY CODE

199.81 Providing information to school districts on AIDS, AIDS-related conditions and Hepatitis B

199.82 Information to employees of school district

3118 Exclusion of persons from school

3400-3409 Tuberculosis tests for pupils

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: October 4, 1993 Antelope, California

TUBERCULOSIS TESTING

Note: The following optional administrative regulation may be revised to reflect district practice.

Any student with active tuberculosis shall be excluded from attendance at a district school in accordance with AR 5112.2 - Exclusions from Attendance.

(cf. 5112.2 - Exclusions from Attendance)

Note: Item #1 below is for use by districts that maintain elementary schools. See AR 5141.32 - Health Screening for School Entry for detailed requirements of the comprehensive health screening required by Health and Safety Code 124085. Pursuant to Health and Safety Code 124040, this health screening must include screening for tuberculosis.

Students shall be screened or tested for tuberculosis under the following circumstances:

1. As part of the comprehensive health screening required for school entry, parents/guardians shall provide evidence within 90 days after their child's entry into first grade that their child has been screened for risk of tuberculosis within the preceding 18 months. (Health and Safety Code 124040, 124085)

(cf. 5141.32 - Health Screening for School Entry)

Note: Health and Safety Code 121515 requires the Governing Board to cooperate with the county or city health officer in carrying out any programs ordered by the health officer for the tuberculosis examinations of individuals applying for first admission to any elementary or secondary school in the district, as provided in item #2 below. The Board is authorized to use district funds, property, and personnel for this purpose.

Pursuant to 22 CCR 41301-41303, the following requirements also pertain to children enrolling in a child care center or preschool.

2. Whenever ordered by the local health officer, students seeking admission for the first time to a district school at any grade level shall submit to tuberculosis testing. Any student subject to the order shall be admitted to school as follows:
 - a. The Superintendent or designee shall unconditionally admit the student if he/she, prior to admission, submits a certificate, signed by any public or private medical provider, indicating that he/she has completed an approved tuberculosis examination and is free from active tuberculosis. (Health and Safety Code 121485, 121490, 121500; 22 CCR 41305, 41311, 41313)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

TUBERCULOSIS TESTING (continued)

A student shall not be required to obtain the certificate if his/her parent/guardian or custodian provides the Superintendent or designee with an affidavit stating that the required examination is contrary to his/her beliefs. If there is probable cause to believe that such a student has active tuberculosis, he/she may be excluded from school until the Superintendent or designee is satisfied that he/she is not afflicted. (Health and Safety Code 121505)

- b. A student who has not submitted the certificate may be conditionally admitted provided that he/she receives an approved tuberculin skin test within 10 school days after admission. A student who had a positive skin test and has not subsequently obtained a chest x-ray may be conditionally admitted if he/she receives a chest x-ray within 20 school days after admission. Any student who fails to provide the certificate within those time periods shall be prohibited from further attendance until he/she provides the certificate. (Health and Safety Code 121495; 22 CCR 41315, 41327)
 - c. Whenever the local health officer so orders, a student may be required to complete an additional examination and provide another certificate indicating that he/she is free of communicable tuberculosis. (Health and Safety Code 121485)
 - d. At the discretion of the local health officer, the district may admit a student without a certificate if he/she is undergoing or has already undergone preventive treatment for tuberculosis infection or treatment for tuberculosis disease. (22 CCR 41319)
3. Whenever the Superintendent or designee suspects that a student who has not been examined for tuberculosis either has the disease or has been exposed, he/she shall immediately report by telephone to the local health officer. When required by the local health officer, the district shall exclude the student from school until he/she is certified to be free of communicable tuberculosis. (22 CCR 41329)

The Superintendent or designee shall maintain a record of any student's tuberculosis examination as part of the student's mandatory permanent student record. (22 CCR 41323)

(cf. 5125 - Student Records)

The Superintendent or designee shall annually file a report with the local health department on the results of tuberculosis examinations for all individuals required to complete such examinations in accordance with item #2 above, including, but not necessarily limited to, the number of individuals unconditionally and conditionally admitted and the number of individuals exempted on the basis of their personal beliefs. (22 CCR 41325)

TUBERCULOSIS TESTING (continued)

Note: The following paragraph is optional.

All district staff shall receive information on how tuberculosis is spread and how it can be prevented and treated.

(cf. 4112.4/4212.4/4312.4 - *Health Examinations*)
(cf. 4119.43/4219.43/4319.43 - *Universal Precautions*)
(cf. 4131 - *Staff Development*)
(cf. 4231 - *Staff Development*)
(cf. 4331 - *Staff Development*)
(cf. 5141.22 - *Infectious Diseases*)

Legal Reference:

EDUCATION CODE

48213 *Prior parent notification of exclusion; exemption*
49451 *Parent's refusal to consent to health examination*

HEALTH AND SAFETY CODE

120230 *Exclusion of persons from school when residence is in isolation or quarantine*
121365 *Duties of local health officer re: tuberculosis control*
121475-121520 *Tuberculosis tests for students*
124025-124110 *Child Health and Disability Prevention Program*

CODE OF REGULATIONS, TITLE 5

202 *Exclusion of students with contagious disease*
432 *Student records*
3030 *Eligibility for special education; tuberculosis that adversely affects educational performance*

CODE OF REGULATIONS, TITLE 22

41301-41329 *Tuberculosis tests for students*

Management Resources:

WEB SITES

American Lung Association: <http://www.lungusa.org>
California Department of Public Health, Tuberculosis Control: <http://www.cdph.ca.gov/programs/tb>
Centers for Disease Control and Prevention, Tuberculosis: <http://www.cdc.gov/tb>
Health Officers Association of California: <http://www.calhealthofficers.org>

Administrative Regulation

Tuberculosis Testing

AR 5141.26

Students

The following protocol shall be followed for any student who has a positive TB skin test:

1. The parent/guardian must provide the school with the results of a chest x-ray before the student enters class. If no x-ray has been done, the parent/guardian shall be given a TB follow-up form to take to his/her personal physician or to the county public health office. The student must then obtain a chest x-ray and bring proof that the film was taken for school entry.
2. If the TB form is not returned with x-ray results within two weeks, the Superintendent or designee shall contact the student and family for information about the x-ray report.
3. If the student is found to have active infectious tuberculosis on chest x-ray and sputum tests, the student shall not be admitted to school until a physician's note is presented, showing that the student is free of communicable tuberculosis. (Health and Safety Code 3402, 3404)
4. If the x-ray is negative and the student admitted, the Superintendent or designee may contact the student and family again in four to six weeks to determine that they have followed through with a medical appointment for the INH preventive medication program, if indicated.

Regulation
approved: October 4, 1993

CENTER UNIFIED SCHOOL DISTRICT
Antelope, California

CHILD ABUSE PREVENTION AND REPORTING

Note: Education Code 32282 requires that the district and/or school safety plan include child abuse reporting procedures. See AR 0450 - Comprehensive Safety Plan.

Definitions

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

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

Child abuse or neglect does not include:

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

(cf. 3515.3 - District Police/Security Department)

Note: Education Code 44807 provides that physical control of a student under the conditions specified in item #3 below is not subject to criminal prosecution or penalties.

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

(cf. 5144 - Discipline)

CHILD ABUSE PREVENTION AND REPORTING (continued)

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

Note: The following definition of "mandated reporters" does not list non-school persons (e.g., physicians, clergy members) who are also mandated to report suspected child abuse or neglect, and may be revised to reflect additional positions applicable to the district as specified in Penal Code 11165.7.

Penal Code 11165.7 clarifies that volunteers whose duties require direct contact with and supervision of children are not mandated reporters. However, the law encourages such volunteers to obtain training in the identification and reporting of child abuse and neglect and to report known or suspected incidences of child abuse or neglect.

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

Note: Pursuant to Penal Code 11166, the pregnancy of a minor, regardless of her age, does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. (Penal Code 11166)

Reportable Offenses

Note: Penal Code 11166 specifies that a mandated reporter has a duty to report when acting in his/her professional capacity or within the scope of employment. When a mandated reporter is acting in a private capacity, like other private citizens, he/she has the discretion whether or not to make a report.

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

Note: Penal Code 11166.05 provides that reports may be made if a mandated reporter knows or suspects that a child is suffering serious emotional damage, as specified below. Penal Code 11167 specifies that, if such reports are made, they must conform to the procedures applicable to mandated child abuse reporting.

CHILD ABUSE PREVENTION AND REPORTING (continued)

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

Note: Pursuant to Penal Code 152.3, it may be a misdemeanor, with specified exceptions, for a witness to not report a murder, rape, or lewd or lascivious act as defined in Penal Code 288(b)(1) where the victim is under age 14. Persons who fail to report such offenses may be subject to a fine and/or imprisonment.

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

Responsibility for Reporting

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

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

Note: Penal Code 11166.01 provides that it may be a crime, punishable by a fine and/or imprisonment, for a supervisor or administrator to knowingly inhibit or impede a mandated reporter from making a report.

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

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

Reporting Procedures

1. Initial Telephone Report

Note: Penal Code 11165.9 specifies the agencies that are authorized to receive reports of suspected child abuse and neglect, as detailed in the following paragraph. The agency must accept a report even if it lacks subject matter or geographical jurisdiction to investigate the case; the agency is then responsible for referring the case to an agency with proper jurisdiction.

CHILD ABUSE PREVENTION AND REPORTING (continued)

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

Note: It is recommended that the district's administrative regulation include the name, address, and phone number of the appropriate agencies in its area.

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(916) 874-4001

Note: The following paragraph is optional.

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

2. Written Report

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

Note: Pursuant to Penal Code 11168, the Department of Justice form shall be distributed by the police department, sheriff's department, county probation department, or county welfare department as appropriate and is available on the Department of Justice's web site. It may also be made available at the district office or school site. The following optional paragraph should be revised to reflect district practice.

Mandated reporters may obtain copies of the Department of Justice form from either the district or the appropriate agency.

Note: Penal Code 11167 requires the mandated reporter to give his/her name when reporting known or suspected child abuse. However, the reporter's name and the report are confidential and are only disclosed in limited circumstances provided by law.

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

CHILD ABUSE PREVENTION AND REPORTING (continued)

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

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

Information relevant to the incident of child abuse or neglect also may be given to an investigator from an agency that is investigating the case. (Penal Code 11167)

Note: Item #3 below is **optional** and may be revised to reflect district practice. Pursuant to Penal Code 11166, school districts may establish internal reporting procedures encouraging employees to notify supervisors and administrators of reports that are made. These internal procedures must not inhibit or impede immediate and direct reporting by employees to appropriate agencies. Penal Code 11166 prohibits internal procedures from requiring the employee to make a report to the district or requiring that the identity of the mandated reporter be disclosed to the district.

3. Internal Reporting

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

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

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

CHILD ABUSE PREVENTION AND REPORTING (continued)

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

Training

Note: The following section is **optional**. Penal Code 11165.7 specifies that districts that do not provide training to employees who are mandated reporters must report to the California Department of Education (CDE) the reasons that training has not been provided; see the accompanying Board policy.

Training of mandated reporters shall include identification and mandated reporting of child abuse and neglect. (Penal Code 11165.7)

Training shall also include guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5145.7 - Sexual Harassment)

Victim Interviews by Social Services

Note: Penal Code 11174.3 authorizes a representative from the Department of Social Services or government agency investigating suspected child abuse or neglect to interview a student during school hours, on school grounds, concerning a report of child abuse or neglect that occurred at home or in an out-of-home care facility. However, the 9th Circuit Court of Appeals has held in Greene v. Camreta that an interview of a student at school by a social worker and deputy sheriff, regarding allegations of sexual abuse by the student's father, violated her Fourth Amendment right against unreasonable "seizure" (i.e., questioning by law enforcement). According to the court, absent exigent circumstances, the social worker and sheriff could not question the student without obtaining a warrant, court order, or parent/guardian consent. It is likely that that an appeal will be filed requesting that the U.S. Supreme Court review the decision.

When a social worker interviews a student without law enforcement, it is CSBA's opinion that Penal Code 11174.3 applies to that situation. However, when the social worker is accompanied by law enforcement, the conditions in Greene likely apply and the interview should be conducted in accordance with the process specified in BP/AR 5145.11 - Questioning and Apprehension by Law Enforcement. Because the law on this topic is still developing, districts should proceed cautiously and consult with legal counsel as appropriate.

Whenever a representative from the Department of Social Services investigating suspected child abuse or neglect deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)

CHILD ABUSE PREVENTION AND REPORTING (continued)

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

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

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

Release of Child to Peace Officer

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

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

Parent/Guardian Complaints

Note: Education Code 48987 requires the district to disseminate guidelines, upon request, advising parents/guardians of procedures for filing child abuse complaints. As required by Education Code 33308.1, the CDE has prepared sample guidelines for this purpose (CDE Legal Advisory LO:3-93); however, the CDE has not updated these guidelines to reflect current law. Thus, the following paragraph specifies that, upon request, the district will provide parents/guardians with copies of the district's regulation or procedure. The following paragraph should be modified to reflect district practice.

Upon request, the Superintendent or designee shall provide parents/guardians with a copy of this administrative regulation which contain procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is other than English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

(cf. 5145.6 - Parental Notifications)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Note: If a complaint is filed against an employee for suspected child abuse or neglect, the district should consider whether it is necessary to remove the employee from the job site during the course of the investigation. Student safety should be the primary factor in making this decision. Other factors may include collective bargaining ramifications, if any, and the effects of long-term reassignment or paid leave on district resources. It is also recommended that the district consult with legal counsel before taking any disciplinary action such as removal of an employee from the classroom.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

Note: Parents/guardians of special education students also may file a complaint with the CDE as provided in the following paragraph. The CDE does not investigate allegations of child abuse or neglect, but may investigate conditions that may involve immediate physical danger or threaten the health, safety, or welfare of the child and which may result in denial of a free appropriate public education.

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

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

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

Before beginning employment, employees shall sign a statement indicating that they have knowledge of the reporting obligations under Penal Code 11166 and that they will comply with those provisions. The signed statements shall be retained by the Superintendent or designee. (Penal Code 11166.5)

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

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

CHILD ABUSE PREVENTION AND REPORTING (continued)

Note: The remainder of this section is optional and should be deleted by districts that do not provide these additional notifications.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)
3. No employee shall be subject to any sanction by the district for making a report. (Penal Code 11166)

Administrative Regulation

Child Abuse Prevention And Reporting

AR 5141.4
Students

Definitions

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

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

Child abuse or neglect does not include:

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

(cf. 3515.3 - District Police/Security Department)

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

(cf. 5144 - Discipline)

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

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

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. (Penal Code 11166)

Reportable Offenses

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

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

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

Responsibility for Reporting

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

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

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report.

(Penal Code 11166)

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

Reporting Procedures

1. Initial Telephone Report

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

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

2. Written Report

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

Mandated reporters may obtain copies of the Department of Justice form from either the district or the appropriate agency.

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

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter**
- b. The child's name and address, present location and, where applicable, school, grade, and class**
- c. The names, addresses, and telephone numbers of the child's parents/guardians**
- d. The information that gave rise to the reasonable suspicion of child abuse or neglect and**

the source(s) of that information

e. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child

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

Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case. (Penal Code 11167)

3. Internal Reporting

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

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

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

He/she may provide or mail a copy of the written report to the principal or Superintendent or designee without his/her signature or name.

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

Training

Training of mandated reporters shall include child abuse and neglect identification and mandated reporting. (Penal Code 11165.7)

Training shall also include guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 5145.7 - Sexual Harassment)

Victim Interviews

Whenever a representative of a government agency investigating suspected child abuse or neglect or the state Department of Social Services deems it necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)

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

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

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

Release of Child to Peace Officer

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

Peace officers shall be asked to sign an appropriate release or acceptance of responsibility form.

(cf. 5145.11 - Questioning and Apprehension)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with a copy of the district's administrative regulation that describes how to report suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is other than English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

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

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

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

Before beginning employment, employees shall sign the statement indicating that they have knowledge of the reporting obligations under Penal Code 11166 and that they will comply with those provisions. The signed statements shall be retained by the Superintendent or designee. (Penal Code 11166.5)

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

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

The Superintendent or designee shall also notify all employees that:

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

2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment.

(Penal Code 11166)

3. No employee shall be subject to any sanction by the district for making a report. (Penal Code 11166)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: June 18, 2008 Antelope, California

SUSPENSION AND EXPULSION/DUE PROCESS

Definitions

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

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

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

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Notice of Regulations

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

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Grounds for Suspension and Expulsion

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense. (Education Code 48900(a))

Note: Education Code 48900 allows for the suspension, but **not expulsion**, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. However, a student may be suspended or expelled pursuant to item #1 above if a juvenile court determines that he/she has committed, as an aider or abettor, a crime of physical violence in which the victim suffered either great or serious bodily injury. The term "aiding or abetting," as defined in Penal Code 31, is a complex legal term and requires that the aider or abettor be aware of the crime and specifically intend that the crime be committed. Because of the complexities of criminal law, this issue may be difficult for school administrators to apply in a school setting and legal counsel should be consulted as appropriate.

A student who *aids* or *abets* the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))

Note: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. See BP 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. Possessed an imitation firearm. (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))
17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

18. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Note: The following paragraph may be revised to reflect grade levels offered by the district.

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

19. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

20. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

21. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: As provided below, Education Code 32261 defines "bullying" to include harassment, sexual harassment, and acts of hate violence as defined in Education Code 48900.2, 48900.3, and 48900.4 respectively. Because these sections only apply to students in grades 4-12, it appears that bullying as a ground for suspension or expulsion also only applies to students in grades 4-12.

The legal issues regarding the discipline of students for cyberbullying are complex because the acts often originate off campus (e.g., using a home computer) and because such communications may be protected by the freedom of speech rights of students granted pursuant to Education Code 48907. Generally, courts have upheld discipline against students for off-campus conduct that constituted cyberbullying that posed a threat to the safety of other students, staff, or school property or presented a risk of substantial disruption of school activities. Districts should consult legal counsel as appropriate. See also BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.

22. Engaged in an act of bullying, including, but not limited to, bullying by means of an electronic act, directed toward a student or school personnel. (Education Code 48900(r))

Bullying means one or more acts by a student or group of students that constitute sexual harassment pursuant to Education Code 48900.2, as defined in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education Code 32261)

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including, but not limited to, the following circumstances: (Education Code 48900)

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

(cf. 5112.5 - Open/Closed Campus)

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

(cf. 5131.1 - Bus Conduct)

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(v))

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6164.2 - Guidance/Counseling Services)

Note: The following **optional** paragraph reflects the Legislature's intent, expressed in Education Code 48900, concerning disciplinary actions against truant, tardy, or absent students.

Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Truancy)

Removal from Class by a Teacher/Parental Attendance

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Note: The following optional paragraph is for use by districts that have adopted a policy regarding required parental attendance pursuant to Education Code 48900.1. See the accompanying Board policy.
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Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

Note: Items #1-3 below are optional and should be modified to reflect district practice.

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Suspension by Superintendent, Principal, or Principal's Designee

The Superintendent or principal may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possession of an explosive as defined in 18 USC 921

Explosive means a *destructive device* and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device. A *destructive device* includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)

Suspension also may be imposed upon a first offense if the Superintendent or principal determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

Note: Item #2 below should be revised to reflect district practice as to the processing and reporting of suspensions.

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

Note: The following optional section is for use by districts establishing a supervised on-campus suspension program pursuant to Education Code 48911.1. Use of a supervised suspension program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class.

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Authority to Expel

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

Note: Education Code 48915 requires a Board finding as described below for all expulsions other than those listed under "Mandatory Recommendation and Mandatory Expulsion."

The Board also may order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))

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

Mandatory Recommendation for Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Mandatory Recommendation and Mandatory Expulsion

Note: The Attorney General has determined, in 80 Ops.Cal.Atty.Gen. 347 (1997), that a district may not adopt a zero tolerance policy mandating expulsion of a student for a first offense of possession of a controlled substance or alcohol. See the section entitled "Zero Tolerance" in the accompanying Board policy.

The Gun-Free Schools Act, 20 USC 7151, requires districts and county offices of education to submit to the California Department of Education (CDE) assurances of compliance with state and federal laws related to incidents on campus involving the possession of firearms. Item #1 below reflects language that must be submitted to the CDE for compliance. For other such language that must be submitted to the CDE, see sections in this regulation entitled "Final Action by the Board" and "Notifications to Law Enforcement Authorities."

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

Note: Education Code 48918 mandates that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (Garcia v. Los Angeles Board of Education). In calculating timelines, districts should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Districts that have developed procedures to enable a student to waive his/her right to a hearing in exchange for an agreement as to the term of the expulsion, also known as a "stipulated expulsion," may wish to add those procedures here. Because such waivers are not covered in the Education Code, districts should consult legal counsel as appropriate.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Rights of Complaining Witness

<p>Note: Education Code 48918.5 mandates the following additional rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.</p>

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Note: Education Code 48918 mandates the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Conduct of Expulsion Hearing

Note: Education Code 48918 mandates the Board to adopt procedures that include the following items.

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Note: During the closed session described below, for the purpose of Board deliberations, the presence of person other than the Board in the closed session, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Note: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In Woodbury v. Dempsey, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with the Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Note: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; legal counsel should advise the district when appropriate.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

Note: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
- a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:

 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
- 6. **Decision Within 10 School Days:** The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))
- 7. **Decision Within 40 School Days:** If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

<p>Note: For districts that use a hearing officer or administrative panel, Education Code 48918 mandates the Board to adopt procedures that include the following section.</p>
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SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." (Education Code 48918(d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

Note: In Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education, a Court of Appeal determined that the 40-school-day deadline for reaching a decision regarding an expulsion is directory, not mandatory, and failure to meet the deadline does not deprive a district of the authority to expel a student. The Court did caution, however, that a Board may not delay a decision indefinitely since, in some circumstances, the delay could give rise to a due process violation.

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Final Action by the Board

Note: Education Code 48918 mandates the Board to adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Note: The Gun-Free Schools Act, 20 USC 7151, requires that the following paragraph be sent to the CDE for assurances of compliance with federal and state law. For other language that must be submitted to the CDE, see sections in this regulation entitled "Mandatory Recommendation and Mandatory Expulsion" and "Notifications to Law Enforcement Authorities."

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Note: The following paragraph is optional. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

Note: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are optional and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915. (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Note: The Gun-Free Schools Act, 20 USC 7151, requires that the following two paragraphs be sent to the CDE for assurances of compliance with federal and state law. In addition, Education Code 48902, as amended by AB 1390 (Ch. 292, Statutes of 2009), requires the principal or designee to notify law enforcement authorities when a student or nonstudent possesses a firearm or explosive or sells or furnishes a firearm at school. For language regarding disruptions by nonstudents, see BP/AR 3515.2 - Disruptions. For other language that must be submitted to the CDE, see sections above entitled "Mandatory Recommendation and Mandatory Expulsion" and "Final Action by the Board."

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

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

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Post-Expulsion Placements

Note: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the less serious acts described in Education Code 48900(f) through (r) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, comprehensive middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, comprehensive middle, junior, or senior high school, expelled students may be referred to the community school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #19-21 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Note: Education Code 48916 mandates the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. Items #2-4 below should be revised to reflect district practice.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

(cf. 5125 - Student Records)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Note: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

Administrative Regulation

Suspension And Expulsion/Due Process

AR 5144.1

Students

Definitions

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

- 1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level**
- 2. Referral to a certificated employee designated by the principal to advise students**
- 3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.**

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

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(t))

Notice of Regulations

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

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

12. Knowingly received stolen school property or private property. (Education Code 48900(l))

13. Possessed an imitation firearm. (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

18. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

19. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

20. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233)

(cf. 5145.9 - Hate-Motivated Behavior)

21. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

22. Engaged in an act of bullying, including, but not limited to, bullying by means of an electronic act, directed toward a student or school personnel. (Education Code 48900(r))

Bullying means one or more acts by a student or group of students that constitutes sexual harassment pursuant to Education Code 48900.2, as defined in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education

Code 32261)

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including, but not limited to, the following circumstances: (Education Code 48900)

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

(cf. 5112.5 - Open/Closed Campus)

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

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(u))

Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Truancy)

Removal from Class by a Teacher/Parental Attendance

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal, or Principal's Designee

The Superintendent or principal may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g), at another person

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possession of an explosive as defined in 18 USC 921

Explosive means a destructive device and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or similar device. A destructive device includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)

Suspension also may be imposed upon a first offense if the Superintendent or principal determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any

reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))

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

Mandatory Recommendation for Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

- 1. Causing serious physical injury to another person, except in self-defense**
- 2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student**
- 3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis**
- 4. Robbery or extortion**
- 5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee**

Mandatory Recommendation and Mandatory Expulsion

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

- 1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence**
- 2. Brandishing a knife as defined in Education Code 48915(g) at another person**

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy

of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.

7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in session Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at

the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining

witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

- (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
- (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
- (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision Within 10 School Days:** The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

7. **Decision Within 40 School Days:** If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." (Education Code 48918(d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional

program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program

may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board. (Education Code 48918(j)).

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

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

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School

regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion

2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

Regulation **CENTER UNIFIED SCHOOL DISTRICT**
approved: April 1, 2009 **Antelope, California**

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES)

Note: The following administrative regulation reflects the 2004 reauthorization of the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation. Because federal regulatory provisions related to discipline were amended and renumbered pursuant to 71 Fed. Reg. 156, it is likely that further state legislation will be needed to conform state law to the federal regulations. Note that in cases where state law provides greater protections to students, state law supersedes federal law.

Neither state nor federal law requires that these procedures apply to students identified under Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794). However, in some instances, the district may find it appropriate to apply portions of these procedures (e.g., the limitation that a student with a disability may not be suspended for more than 10 consecutive school days) to Section 504 students with 504 services plan. Districts that wish to apply IDEA procedures to Section 504 students should modify the following regulation accordingly.

Due to the complexity of the issue, districts should proceed carefully when suspending or expelling special education students and consult legal counsel as appropriate.

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

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

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a student with a disability pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)

The district shall be deemed to *have knowledge* that the student has a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.

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

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

The district would be deemed to *not have knowledge* that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to *not have knowledge* if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Suspension

Note: Pursuant to 20 USC 1415(k)(1), 34 CFR 300.530, and a 1988 U.S. Supreme Court decision (Honig v. Doe), districts receiving funds under the IDEA may suspend a student with a disability for no more than 10 consecutive school days, as long as the removal does not constitute a change in placement pursuant to 34 CFR 300.536. Education Code 48903 specifies that a student may not be suspended for more than 20 cumulative school days in a school year.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46715, explains that whether a bus suspension or "in-school suspension" would count as a day of suspension affecting the cumulative total depends on the unique circumstances of each case, such as whether bus transportation is part of the student's individualized education program (IEP). An "in-school suspension" or "supervised suspension classroom" as authorized by Education Code 48911.1 would not count towards the 20-day cumulative limit described above as long as the student is afforded the opportunity to continue to appropriately participate in the general curriculum, receive the services specified in his/her IEP, and participate with nondisabled students to the extent he/she would have in the current placement. However, the district should be careful that such actions do not constitute a change of placement and should carefully monitor such suspensions.

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (34 CFR 300.530; Education Code 48903)

Note: The following paragraph is **optional**.

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

The district shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A *change of placement* shall be deemed to have occurred under any of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the removal has been determined to be a *change of placement* as specified in items #1-2 above, the student's IEP team shall determine the appropriate educational services. (34 CFR 300.530)

Services During Suspension

Note: Pursuant to 20 USC 1412(a)(1)(A) and 34 CFR 300.530, a "free appropriate public education" (FAPE) must be available to all children, including any student with a disability who has been suspended for more than 10 school days in the same school year. The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46716, clarifies that the district is not required to provide a student who has been suspended for more than 10 school days in a school year for disciplinary reasons exactly the same services in exactly the same setting as the student was receiving prior to the imposition of discipline. However, the special education and related services the student does receive must enable him/her to continue to participate in the general curriculum and to progress toward meeting the goals set out in his/her IEP. The Analysis of Comments, 71 Fed. Reg. 156, pg. 46717, clarifies that services need not be provided when a student is removed for 10 school days or less, as long as the district does not provide services to nondisabled students removed for the same amount of time.

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as provided in 34 CFR 300.101(a), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

If a student with a disability is excluded from school bus transportation, the student shall be provided with an alternative form of transportation at no cost to the student or his/her parent/guardian, provided that transportation is specified in his/her IEP. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

Note: 20 USC 1415(k) and 34 CFR 300.530 permit an alternative placement for 45 school days when a student with a disability, while on school grounds, while going to or coming from school, or at a school function, either (1) carries or possesses a weapon, (2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, or (3) inflicts serious bodily injury upon another person. "Serious bodily injury" is defined in 18 USC 1365 as bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty. This alternative placement decision may be made unilaterally by the district.

The term "weapon," as used below, refers to a "dangerous weapon" as defined in 18 USC 930 and includes any device which is capable of causing death or serious bodily injury. The term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

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

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

Note: For requirements of the procedural safeguards notice, see AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. **Notice:** On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. **Manifestation Determination Review:** Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

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

Note: Education Code 48915.5 provides that, if a student is excluded from school bus transportation, alternative transportation must be provided at no cost, provided that transportation is specified in the student's IEP. See section entitled "Services During Suspension" above.

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)
(cf. 6185 - Community Day School)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Due Process Appeals

Note: As specified below, 34 CFR 300.532 provides that either the district or the parent/guardian may appeal a placement decision by filing a due process complaint pursuant to 34 CFR 300.507 and 300.508. For details regarding the due process complaint, see BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education. In addition, the district may file a request that the hearing officer order a change of placement to an interim alternative setting for up to 45 days when the hearing officer determines that maintaining the current placement is substantially likely to result in injury to the student or others.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46723, clarifies that the burden of proof in due process hearings is on the party that is responsible for the issue going forward to the due process hearing officer, consistent with the U.S. Supreme Court's decision in Schaffer v. Weast. Thus, if the district has requested that a hearing officer remove a student to an interim alternative educational setting, the burden of persuasion at the hearing is on the district.

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Note: Pursuant to 34 CFR 300.532, this due process hearing is the same as the impartial due process hearing held for other special education matters, except that the law specifies expedited timelines. For other due process hearing requirements, see BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Note: Nothing in law addresses readmission of expelled students with disabilities any differently from that of expelled students without disabilities; however, districts have an ongoing obligation to make FAPE available to students with disabilities.

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

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

Suspension of Expulsion

Note: The district should consult with its legal counsel when considering the suspension of a special education student's expulsion.

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

Notification to Law Enforcement Authorities

Note: Pursuant to 20 USC 1415(k)(6) and 34 CFR 300.535, the district is authorized to report crimes by students with disabilities to law enforcement in accordance with state law. Education Code 48902 provides procedures for this required notification. See also AR 5144.1 - Suspension and Expulsion/Due Process and BP 5131.7 - Weapons and Dangerous Instruments.

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

Note: Education Code 48203 requires the Superintendent to report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. Education Code 48203 specifies that it is the duty of the County Superintendent to examine the reports and, if any case exists in which the interest of the student or welfare of the state may need further examination, draw the reports to the attention of the Board and the County Board of Education.

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Legal Reference: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Legal Reference:

EDUCATION CODE

35146 Closed sessions re: suspensions
35291 Rules of governing board
48203 Reports of severance of attendance of disabled students
48900-48925 Suspension and expulsion
56000 Special education; legislative findings and declarations
56320 Educational needs; requirements
56321 Development or revision of individualized education program
56329 Independent educational assessment
56340-56347 Individualized education program teams
56505 State hearing

PENAL CODE

245 Assault with deadly weapon
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act
626.10 Dirks, daggers, knives, razors, or stun guns

UNITED STATES CODE, TITLE 18

930 Weapons
1365 Serious bodily injury

UNITED STATES CODE, TITLE 20

1412 State eligibility

1415 Procedural safeguards

UNITED STATES CODE, TITLE 21

812 Controlled substances

UNITED STATES CODE, TITLE 29

706 Definitions

794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and placement

104.36 Procedural safeguards

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.530-300.537 Discipline procedures

COURT DECISIONS

Schaffer v. Weast, (2005) 546 U.S. 549

Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489

M.P. v. Governing Board of Grossmont Union High School District, (1994) 858 F.Supp. 1044

Honig v. Doe, (1988) 484 U.S. 305

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

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

U.S. Department of Education, Office of Special Education Programs:

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

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
March 2010

Administrative Regulation

Suspension And Expulsion/Due Process (Students With Disabilities)

AR 5144.2

Students

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

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

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415(k)(5); 34 CFR 300.534)

The district shall be deemed to have knowledge that the student has a disability if one of the following conditions exists: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.

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

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

The district would be deemed to not have knowledge that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to not have knowledge if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

The district shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the removal has been determined to be a change of placement as specified in items #1-2 above, the student's IEP team shall determine the appropriate educational services. (34 CFR 300.530)

Services During Suspension

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as

provided in 34 CFR 300.101(a), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

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

(cf. 3541.2 - Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

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

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G), 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a

change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

a. Caused by or had a direct and substantial relationship to the student's disability

b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavior intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

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

4. Determination that Behavior is Not a Manifestation of the Student's Disability: If the

manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

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

Suspension of Expulsion

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

Notification to Law Enforcement Authorities

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

The principal or designee also shall notify appropriate city or county law enforcement authorities of acts by any student with a disability which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

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

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Legal Reference:

EDUCATION CODE

35146 Closed sessions (re suspensions)
35291 Rules (of governing board)
48203 Reports of severance of attendance of disabled students
48900-48925 Suspension and expulsion
56000 Special education; legislative findings and declarations
56320 Educational needs; requirements
56321 Development or revision of individualized education program
56329 Independent educational assessment
56340-56347 Individual education program teams
56505 State hearing

PENAL CODE

245 Assault with deadly weapon
626.2 Entry upon campus after written notice of suspension or dismissal without permission
626.9 Gun-Free School Zone Act
626.10 Dirks, daggers, knives, razors or stun guns

UNITED STATES CODE, TITLE 18

930 Weapons

1365 Serious bodily injury

UNITED STATES CODE, TITLE 20

1412 State eligibility
1415 Procedural safeguards
UNITED STATES CODE, TITLE 21
812(c) Controlled substances
UNITED STATES CODE, TITLE 29
706 Definitions
794 Rehabilitation Act of 1973, Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
104.35 Evaluation and placement
104.36 Procedural safeguards
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.530-300.537 Discipline procedures
COURT DECISIONS
Schaffer v. Weast (2005) 125 S. Ct. 528
Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489
M.P. v. Governing Board of Grossmont Union High School District, (1994) 858 F.Supp. 1044
Honig v. Doe, (1988) 484 U.S. 305

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

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

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osep/index.html>

Regulation **CENTER UNIFIED SCHOOL DISTRICT**
approved: May 2, 2007 Antelope, California

PARENTAL NOTIFICATIONS

Note: This exhibit lists those notices which the law requires be provided to parents/guardians. Unless otherwise indicated, code numbers below refer to Education Code sections.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. <u>Annually</u>			
Beginning of each school year	17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
Beginning of each school year	32255-32255.6, 48980	BP 5145.8 AR 5145.8	Right to refrain from harmful or destructive use of animals
Annually by February 1	35256	BP 0510	School Accountability Report Card provided
Beginning of each school year	35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year if high school open campus	44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year if Board has adopted resolution allowing such absence	46014, 48980	BP 5113 AR 5113	Absence for religious purposes
Beginning of each school year	48205, 48980	BP 5113 AR 5113	Absence for justifiable personal reasons
Beginning of each school year	48205, 48980	AR 6154	Grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	48206.3, 48207, 48208, 48980	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	48216, 48980	BP 5141.31 AR 5141.31	Immunizations

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. <u>Annually</u> (continued)			
Beginning of each school year	48980	AR 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency
Beginning of each school year	48980, 231.5	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	48980, 52244	AR 6141.5	Availability of state funds to cover costs of advanced placement exam fees
Beginning of each school year	48980	BP 6111	Schedule of minimum days
Beginning of each school year	49063, 49068, 49069; 20 USC 1232g; 34 CFR 99.7	BP 5125 AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine school official legitimate educational interest
Beginning of each school year	49063, 49070	AR 5125 AR 5125.3	Challenge, review and expunging of records
Beginning of each school year	49063, 49073	AR 5125.1	Release of directory information
Beginning of each school year	49063, 49091.14	AR 5020 AR 5125	Availability of course prospectus
Beginning of each school year	49423, 49480, 48980	AR 5141.21	Administration of prescribed medication
Beginning of each school year	49451, 48980	BP 5141.3	Refusal to consent to physical examination
Beginning of each school year	49472, 48980	AR 5143	Availability of insurance

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. <u>Annually</u> (continued)			
Beginning of each school year	49510-49520, 48980	BP 3553	Free and reduced price meals
Annually	56301	BP 6164.4	Rights of all parents related to special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	58501	BP 6181	Alternative schools
Beginning of each school year	20 USC 1681-1688; 42 USC 2000d-2000d-7; 34 CFR 106.9	BP 0410 BP 6178	Nondiscrimination on basis of sex, disability, ethnicity or lack of English skills
Annually	5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies, and identity of coordinator
Beginning of each school year	20 USC 1232h	AR 5022	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing
For districts receiving Title I funds, beginning of each school year	20 USC 6311	AR 4112.24 AR 4222	Right to request information re: professional qualifications of their child's teacher and paraprofessional
Annually to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<u>II. At Specific Times During the Student's Academic Career</u>			
At least once before counseling in grades 7-12	221.5, 48980	AR 6164.2	Course selection and career counseling
At beginning of each school year if student has been placed in structured English immersion program	310; 5 CCR 11309	AR 6174	Placement of child in program and opportunity to apply for parental exception waiver
Before high school student attends specialized secondary program on a university campus	17288	None	University campus buildings may not meet Education Code requirements for structural safety
To members of athletic teams	32221.5	AR 5143	Offer of insurance, no-cost and low-cost program options
Before presenting a course using live or dead animals or animal parts	32255-32255.6	BP 5145.8	Right to refrain from harmful or destructive use of animals
When child first enrolls in a public school, if the school offers a fingerprinting program	32390, 48980	BP 5142.1	Fingerprinting program
Beginning of each term for students who have not passed the exit exam by the end of grade 12 complaint	37254	AR 6179	Availability of intensive instruction and services for two consecutive academic years and right to file
Upon registration, if K-6 students have not previously been transported	39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year in grades 7-12	46010.1	BP 5113	Absence for confidential medical services

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. <u>At Specific Times During the Student's Academic Career</u> (continued)			
Upon admission to school	48216, 49403; Health & Safety Code 120365, 120370, 120375	AR 5141.31	Immunizations
Before early entry to kindergarten, if offered	48000	AR 5111	Effects, advantages and disadvantages of early entry
Beginning of each school year in grades 9-12 and when high school student transfers into the district	48980, 60850	AR 6162.52	Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation
When students entering grade 7	49452.7	None	Specified information on type 2 diabetes
When in kindergarten or 1st grade if not previously enrolled in public school	49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of teeth health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	51229, 48980	BP 6143	Explanation of college admission requirements, list of UC and CSU web sites that list certified courses, description of career technical education and CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12	51938, 48980	AR 6142.1	Explanation of sex and HIV/ AIDS instruction; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse
Upon assessment and reassessment of English proficiency and enrollment in program of education for English language learners	52164.1, 52164.3, 52173; 5 CCR 11303	AR 6174	Program of education for English language learners

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. <u>At Specific Times During the Student's Academic Career</u> (continued)			
Within 20 working days of receiving results of standardized achievement tests	60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
Annually to each high school student	66204	BP 6143	Copy of list of courses offered that are certified by UC as meeting admission criteria
When child is enrolled in kindergarten	Health & Safety Code 124100	AR 5141.32	Health screening examination
Prior to student participation in gifted and talented program	5 CCR 3831	AR 6172	Gifted and talented student program
Within 30 calendar days of receipt of CELDT results	5 CCR 11511.5	AR 6174	CELDT test results
To students in grades 11 and 12, early enough to enable registration for current fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program
III. <u>When Special Circumstances Occur</u>			
Upon receipt of a complaint alleging discrimination	262.3	AR 1312.3	Civil law remedies available to complainants
At least 72 hours before use of pesticide product not included in annual list	17612	AR 3514.2	Intended use of pesticide product
If school has lost its WASC accreditation status	35178.4	BP 6190	Loss of status, potential consequences

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. <u>When Special Circumstances Occur</u> (continued)			
At least six months before implementing a schoolwide uniform policy	35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	37616	BP 6117	Year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	46601	AR 5117	Appeal process
When student identified as being at risk of retention	48070.5	AR 5123	Student at risk of retention
When a student is classified a truant	48260.5	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences
When a truant is referred to a SARB or probation department	48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
Prior to involuntary transfer to continuation school	48432.5	AR 6184	Right to require meeting prior to involuntary transfer to continuation school
Prior to withholding grades, diplomas, or transcripts	48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	48904.3	AR 5125.2	Next school will continue withholding grades, diplomas or transcripts
When student is released to peace officer	48906	BP 5145.11	Release of student to peace officer
At time of suspension	48911	BP 5144.1 AR 5144.1	Notice of suspension

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When original period of suspension is extended	48911	AR 5144.1	Extension of suspension
Before holding a closed session re: suspension	48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	48916	AR 5144.1	Description of readmission procedures
10 calendar days before expulsion hearing	48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
One month before the scheduled minimum day	48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents request guidelines for filing complaint of child abuse at a school site	48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	49068	AR 5125	Right to receive copy of student's record and to challenge its content

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 24 hours of release of information to a judge or probation officer	49076	AR 5125	Release of student record information to a judge or probation officer for conducting a truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	49452.5	BP 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	49456	BP 5141.3	Vision or hearing test
Before any test questioning personal beliefs	51513	AR 5022	Permission for test, survey questioning personal beliefs
Within 14 days of instruction if arrangement made for guest speaker after beginning of school year	51938	BP 6142.1	Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant
When migrant education program is established	54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health & Safety Code 1596.857	AR 5148	Parent right to enter facility
When sharing student immunization information with an immunization system	Health & Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When providing written decision in response to a complaint re: discrimination, special education, or noncompliance with law regulating educational programs	5 CCR 4631	AR 1312.3	Appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: unexcused absences
For districts receiving Title I funds, when child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified"	20 USC 6311	AR 4112.24	Timely notice to parent of child's assignment
When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress	20 USC 6312	AR 0520.2	Notice of failure to parents of English language learners
When school identified for program improvement or corrective action	20 USC 6316	AR 0520.2 AR 5116.1	Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services
For districts with schools that have been identified for program improvement or corrective action, annually	20 USC 6316	AR 0520.2	Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers
When district identified for program improvement	20 USC 6316	AR 0520.3	Explanation status, reasons for identification, how parents can participate in upgrading district

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
For districts with secondary students receiving Title I funds	20 USC 7908	AR 5125.1	Notice that parents may request district to not release name, address, phone number of child to military recruiters without prior written consent
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
IV. Special Education Notices			
Prior to conducting initial evaluation	56301, 56321, 56321.5, 56321.6, 56329; 34 CFR 300.502	AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice
24 hours before IEP when district intending to record	56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent to attend IEP meeting	56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate
When parent orally requests review of IEP	56343.5	AR 6159	Need for written request
For student receiving exit exam waiver, prior to receipt of diploma	60852.4	AR 6162.52	Right to FAPE
Before functional behavioral assessment begins	5 CCR 3052	AR 6159.4	Notification and consent
Before modification of behavioral intervention plan	5 CCR 3052	AR 6159.4	Need for modification, right to question modification

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Within one school day of emergency intervention or serious property damage	5 CCR 3052	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE	20 USC 1415(c); 34 CFR 300.503	AR 6159.1	Prior written notice
Initial referral for evaluation	20 USC 1415(d); 34 CFR 300.503	AR 6159.1	Prior written notice and procedural safeguards notice
Registration of complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
Disciplinary action taken for dangerous behavior	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Suspension or change of placement for more than 10 days	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Child's name, address, school, description of problem, proposed resolution
V. Classroom Notices			
In each classroom in each school	35186	AR/E 1312.4	Complaint rights re: sufficiency instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with grades 10-12, right of students who did not pass the exit exam to receive intensive instruction after completion of grade 12

Exhibit

Parental Notifications

E 5145.6

Students

*****Note: This exhibit relates to notices which must be provided to parents/guardians. Unless otherwise indicated, code numbers below refer to Education Code sections.*****

I. Annually

When to Notify: Beginning of each school year

Education Code 17612, 48980.3

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Use of pesticide product, active ingredients, Internet address to access information

When to Notify: Beginning of each school year

Education Code 32255-32255.6, 48980

Board Policy/Administrative Regulation #: See BP 5145.8, See AR 5145.8

Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Annually by February 1

Education Code 35256

Board Policy/Administrative Regulation #: See BP 0510

Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year

Education Code 35291, 48980

Board Policy/Administrative Regulation #: See BP 5144, See AR 5144.1

Subject: District and site discipline rules

When to Notify: Beginning of each school year if high school open campus

Education Code 44808.5, 48980

Board Policy/Administrative Regulation #: See BP 5112.5

Subject: Open campus

When to Notify: Beginning of each school year if Board has adopted resolution allowing such absence

Education Code 46014, 48980

Board Policy/Administrative Regulation #: See BP 5113, See AR 5113

Subject: Absence for religious purposes

When to Notify: Beginning of each school year

Education Code 48205, 48980

Board Policy/Administrative Regulation #: See BP 5113, See AR 5113

Subject: Absence for justifiable personal reasons

When to Notify: Beginning of each school year

Education Code 48205, 48980

Board Policy/Administrative Regulation #: See AR 6154

Subject: Grade/credit cannot be reduced due to excused absence if work or test has been completed

When to Notify: Beginning of each school year

Education Code 48206.3, 48207, 48208, 48980

Board Policy/Administrative Regulation #: See AR 6183

Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year

Education Code 48216, 48980

Board Policy/Administrative Regulation #: See BP 5141.31, See AR 5141.31

Subject: Immunizations

When to Notify: Beginning of each school year

Education Code 48980

Board Policy/Administrative Regulation #: See AR 5111.1, See AR 5116.1 See AR 5117

Subject: All statutory attendance options and available local attendance options, available local attendance option, options for meeting residency

When to Notify: Beginning of each school year

Education Code 48980, 231.5

Board Policy/Administrative Regulation #: See AR 5145.7

Subject: Sexual harassment policy as related to students

When to Notify: Beginning of each school year

Education Code 48980, 52244

Board Policy/Administrative Regulation #: See AR 6141.5

Subject: Availability of state funds to cover costs of advanced placement exam fees

When to Notify: Beginning of each school year
Education Code 48980
Board Policy/Administrative Regulation #: See BP 6111
Subject: Schedule of minimum days

When to Notify: Beginning of each school year
Education Code 49063, 49068, 49069, 20 USC 1232g, 34 CFR 99.7
Board Policy/Administrative Regulation #: See BP 5125, See AR 5125
Subject: Student records; Inspect and review, access, types, location, persons responsible
location of log, access criteria, cost of copies, amendment requests, criteria to determine school
official legitimate educational interest

When to Notify: Beginning of each school year
Education Code 49063, 49070
Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3
Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year
Education Code 49063, 49073
Board Policy/Administrative Regulation #: See AR 5125.1
Subject: Release of directory information

When to Notify: Beginning of each school year
Education Code 49063, 49091.14
Board Policy/Administrative Regulation #: See AR 5020, See AR 5125
Subject: Availability of course prospectus

When to Notify: Beginning of each school year
Education Code 49423, 49480, 48980
Board Policy/Administrative Regulation #: See AR 5141.21
Subject: Administration of prescribed medication

When to Notify: Beginning of each school year
Education Code 49451, 48980
Board Policy/Administrative Regulation #: See BP 5141.3
Subject: Refusal to consent to physical examination

When to Notify: Beginning of each school year

Education Code 49472, 48980
Board Policy/Administrative Regulation #: See BP 5143
Subject: Availability of insurance

When to Notify: Beginning of each school year
Education Code 49510-49520, 48980
Board Policy/Administrative Regulation #: See BP 3553
Subject: Free and reduced price meals

When to Notify: Annually
Education Code 56301
Board Policy/Administrative Regulation #: See BP 6164.4
Subject: Rights of all parents related to special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year
Education Code 58501
Board Policy/Administrative Regulation #: See BP 6181
Subject: Alternative schools

When to Notify: Beginning of each school year
20 USC 1681-1688, 42 USC 2000d-2000d-7, 34 CFR 106.9
Board Policy/Administrative Regulation #: See BP 0410
Subject: Nondiscrimination on basis of sex, disability, ethnicity or lack of English skills

When to Notify: Beginning of each school year
20 USC 1232h
Board Policy/Administrative Regulation #: See AR 5022
Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing

When to Notify: For districts receiving Title I funds, beginning of each school year
20 USC 6311
Board Policy/Administrative Regulation #: See AR 4112.24, See AR 4222
Subject: Right to request information re: professional qualification of their child's teacher and paraprofessional

When to Notify: Annually

5 CCR 4622

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Uniform complaint procedures and available appeals and civil law remedies; identity of coordinators

When to Notify: Annually to parent, teacher and employee organizations; in absence of organizations, to individuals

40 CFR 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of complete, updated management plan for asbestos-containing material in school buildings

II. At Specific Times During the Student's Academic Career

When to Notify: At least once before counseling in grades 7 through 12

Education Code 221.5, 48980

Board Policy/Administrative Regulation #: See BP 6164.2

Subject: Course selection and career counseling

When to Notify: At beginning of school year if student had been placed in structured English immersion program

Education Code 310, 5 CCR 11309

Board Policy/Administrative Regulation #: See AR 6174

Subject: Placement of child in program and opportunity to apply for parental exception waiver

When to Notify: Before high school student attends specialized secondary program on a university campus

Education Code 17288

Board Policy/Administrative Regulation #: None

Subject: University campus buildings may not meet Education Code requirements for structural safety

When to Notify: To members of athletic teams

Education Code 32221.5

Board Policy/Administrative Regulation #: See AR 5143

Subject: Offer of insurance, no-cost and low-cost program options

When to Notify: Before presenting a course using live or dead animals or animal parts

Education Code 32255-32255.6

Board Policy/Administrative Regulation #: See BP 5145.8
Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each term for students who have not passed the exit examination by grade 12
Education Code 37254
Board Policy/Administrative Regulation #: See AR 6179
Subject: Availability of intensive instruction and services for two consecutive academic years and right to file complaint

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program
Education Code 32390, 48980
Board Policy/Administrative Regulation #: See BP 5142.1
Subject: Fingerprinting program

When to Notify: Upon registration, if K-6 students have not previously been transported
Education Code 39831.5
Board Policy/Administrative Regulation #: See AR 3543
Subject: School bus safety rules and information, list of stops, rules of conduct, red in a school bus light danger zones, walking to and from stops

When to Notify: Beginning of each school year in grades 7-12
Education Code 46010.1
Board Policy/Administrative Regulation #: See BP 5113
Subject: Absence for confidential medical services

When to Notify: Upon admission to school
Education Code 48216, 49403, Health and Safety Code 120365, 120370, 120375
Board Policy/Administrative Regulation #: See AR 5141.31
Subject: Immunizations

When to Notify: Before early entry to kindergarten, if offered
Education Code 48000
Board Policy/Administrative Regulation #: See AR 5111
Subject: Effects, advantages and disadvantages of early entry

When to Notify: Beginning each school year in grades 9-12 and when high school students transfers into the district

Education Code 48980, 60850

Board Policy/Administrative Regulation #: See AR 6146.1, See 6162.52

Subject: Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation

When to Notify: When in kindergarten or 1st grade if not previously law, enrolled in public school

Education Code 49452.8

Board Policy/Administrative Regulation #: See AR 5141.32

Subject: Requirement for oral health assessment, explanation of importance of teeth, health agency contact, privacy rights

When to Notify: Beginning of each school year for students in grades 9-12

Education Code 51229, 48980

Board Policy/Administrative Regulation #: See BP 6143

Subject: Explanation of college admission requirements, list of UC and CSU web sites that list certified courses, description of career technical education and CDE Internet address, how students may meet with counselors

When to Notify: Beginning of each school year for students in grades 7-12

Education Code 51938, 48980

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Explanation of sex and HIV/AIDS instruction, right to view A/V materials, who teaching, request specific Education Code sections, right to excuse

When to Notify: Upon assessment and reassessment of English proficiency and enrollment in program of education for English language learners

Education Code 52164.1, 52164.3, 52173, 5 CCR 11303

Board Policy/Administrative Regulation #: See AR 6174

Subject: Program of education for English language learners

When to Notify: Within 20 working days of receiving results of standardized achievement tests

Education Code 60641, 5 CCR 863

Board Policy/Administrative Regulation #: See AR 6162.51

Subject: Results of tests; test purpose, individual score and intended use

When to Notify: Annually to each high school
Education Code 66204
Board Policy/Administrative Regulation #: BP 6143
Subject: Copy of list of courses offered Student that are certified by UC as meeting admission criteria

When to Notify: When child is enrolled in kindergarten
Health and Safety Code 124085, 124100
Board Policy/Administrative Regulation #: See BP 5141.32
Subject: Health screening examination

When to Notify: Prior student participation in gifted and talented program
5 CCR 3831
Board Policy/Administrative Regulation #: See AR 6172
Subject: Gifted and talented student program

When to Notify: Within 30 calendar days of receipt of results
5 CCR 11511.5
Board Policy/Administrative Regulation #: See AR 6174
Subject: CELDT test results

When to Notify: To students in grades 11 and 12, early enough to enable registration for current fall test
5 CCR 11523
Board Policy/Administrative Regulation #: See AR 6146.2
Subject: Notice of proficiency examination provided under Education Code 48412

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners
20 USC 6312
Board Policy/Administrative Regulation #: See AR 6174
Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

III. When Special Circumstances Occur

When to Notify: Upon receipt of a complaint alleging discrimination
Education Code 262.3

Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Civil law remedies available to complaints

When to Notify: At least 72 hours before use of pesticide product not included in annual list
Education Code 17612

Board Policy/Administrative Regulation #: See AR 3514.2
Subject: Intended use of pesticide product

When to Notify: If school has lost its WASC accreditation status
Education Code 35178.4

Board Policy/Administrative Regulation #: See BP 6190
Subject: Loss of status, potential consequences

When to Notify: At least six months before implementing a schoolwide uniform policy
Education Code 35183

Board Policy/Administrative Regulation #: See AR 5132
Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a continuous school program
Education Code 37616

Board Policy/Administrative Regulation #: See BP 6117
Subject: Continuous school program

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days

Education Code 46601
Board Policy/Administrative Regulation #: See AR 5117
Subject: Appeal process

When to Notify: When student identified as being at risk of retention
Education Code 48070.5

Board Policy/Administrative Regulation #: See AR 5123
Subject: Student at risk of retention

When to Notify: When a student is classified a truant
Education Code 48260.5

Board Policy/Administrative Regulation #: See AR 5113
Subject: Parental obligation

When to Notify: When a truant is referred to a SARB or probation department
Education Code 48263
Board Policy/Administrative Regulation #: See AR 5113
Subject: Name and address of SARB or probation department and reason for referral

When to Notify: Prior to involuntary transfer to continuation school
Education Code 48432.5
Board Policy/Administrative Regulation #: See AR 6184
Subject: Right to require a meeting prior to involuntary transfer to continuation school

When to Notify: Prior to withholding grades, diplomas, or transcripts
Education Code 48904
Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student
Education Code 48904.3
Board Policy/Administrative Regulation #: See AR 5125.2
Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer
Education Code 48906
Board Policy/Administrative Regulation #: See BP 5145.11
Subject: Release of student to peace officer

When to Notify: At time of suspension
Education Code 48911
Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1
Subject: Notice of suspension

When to Notify: When original period of suspension is extended
Education Code 48911
Board Policy/Administrative Regulation #: See AR 5144.1
Subject: Extension of suspension

When to Notify: Before holding a closes session re: suspension
Education Code 48912
Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Intent to hold a closed session re: suspension

**When to Notify: When student expelled from another district for certain acts seeks admission
Education Code 48915.1, 48918**

Board Policy/Administrative Regulation #: See AR 5119

Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied

Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs

Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Description of readmission procedures

When to Notify: 10 calendar days before expulsion hearing

Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs

Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: One month before the scheduled minimum day

Education Code 48980

Board Policy/Administrative Regulation #: See BP 6111

Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents request guidelines for filing complaint of child abuse at a school site

Education Code 48987

Board Policy/Administrative Regulation #: See BP 1312.1

Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course
Education Code 49067
Board Policy/Administrative Regulation #: See AR 5121
Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school
Education Code 49068
Board Policy/Administrative Regulation #: See AR 5125
Subject: Right to receive copy of student's record and to challenge its content

When to Notify: Within 24 hours of release of information to a judge or probation officer
Education Code 49076
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of student record information to a judge or probation officer for conducting a truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena
Education Code 49077
Board Policy/Administrative Regulation #: See AR 5125
Subject: Release of information pursuant to court order or subpoena

When to Notify: When injurious object is taken from student
Education Code 49332
Board Policy/Administrative Regulation #: See AR 5131.7
Subject: Weapons and dangerous objects

When to Notify: When screening results in suspicion that student has scoliosis
Education Code 49452.5
Board Policy/Administrative Regulation #: See BP 5141.3
Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects
Education Code 49456
Board Policy/Administrative Regulation #: See BP 5141.3
Subject: Vision or hearing test

When to Notify: Before any test questioning personal beliefs

Education Code 51513
Board Policy/Administrative Regulation #: See AR 5022
Subject: Permission for test questioning personal beliefs

When to Notify: Within 14 days of instruction if arrangement made for guest speaker after beginning of school year
Education Code 51938
Board Policy/Administrative Regulation #: BP 6142.1
Subject: Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant

When to Notify: When migrant education program is established
Education Code 54444.2
Board Policy/Administrative Regulation #: See BP 6175, See AR 6175
Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program
Health and Safety Code 1596.857
Board Policy/Administrative Regulation #: See AR 5148
Subject: Parent right to enter facility

When to Notify: When sharing student immunization information with an immunization system
Health and Safety Code 120440
Board Policy/Administrative Regulation #: See AR 5125
Subject: Types of information to be shared, name and address of agency; acceptable use of they information; right to examine; right to refuse to share

When to Notify: When hearing is requested by person asked to leave school premises
Penal Code 627.5
Board Policy/Administrative Regulation #: See AR 3515.2
Subject: Notice of hearing

When to Notify: When providing written decision in response to a complaint re: discrimination, special education, or noncompliance with laws regulating educational program
5 CCR 4631
Board Policy/Administrative Regulation #: See AR 1312.3
Subject: Appeal rights and procedures

When to Notify: When child participates in licensed child care and development program
5 CCR 18066

Board Policy/Administrative Regulation #: See AR 5148
Subject: Policies re: unexcused absences

When to Notify: For districts receiving Title I funds, when a child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified"
20 USC 6311

Board Policy/Administrative Regulation #: See AR 4112.24
Subject: Timely notice to parent of child's assignment

When to Notify: When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress
20 USC 6312
Board Policy/Administrative Regulation #: See AR 0520.2
Subject: Notice of failure to parents of ELL students

When to Notify: When school identified for program improvement or corrective action
20 USC 6316
Board Policy/Administrative Regulation #: See AR 0520.2, See AR 5116.1
Subject Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services

When to Notify: For districts with schools that have been identified for program improvement or corrective action, annually
20 USC 6316
Board Policy/Administrative Regulation #: See AR 0520.2
Subject: Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers

When to Notify: When district identified for program improvement
20 USC 6316
Board Policy/Administrative Regulation #: See AR 0520.3
Subject: Explanation of status, reasons for identification, how parents can participate in upgrading district

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy
20 USC 6318
Board Policy/Administrative Regulation #: See AR 6171
Subject: Notice of policy

When to Notify: For districts with secondary students receiving Title I funds
20 USC 7908

Board Policy/Administrative Regulation #: See AR 5125.1

Subject: Notice that parents may request that district not release name, address, phone number of child to military recruiters without prior written consent

When to Notify: Prior to conducting initial evaluation

Education Code 56301, 56329 34 CFR 300.52

Board Policy/Administrative Regulation #: See AR 5125

Subject: Proposed evaluation plan, related parental rights, prior written notice

When to Notify: Within 15 days of referral for assessment, for special education programs

Education Code 56321

Board Policy/Administrative Regulation #: See AR 6164.4

Subject: Proposed assessment plan and related parental rights

IV. Special Education Notices

When to Notify: Prior to conducting initial evaluation

Education Code 56329, 34 CFR 300.502

Board Policy/Administrative Regulation #: See AR 6164.4

Subject: Proposed evaluation plan, related parental rights, prior written notice

When to Notify: 24 hours before IEP when district intending to record

Education Code 56341.1

Board Policy/Administrative Regulation #: See AR 6159

Subject: Intention to tape record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education Code 56341.5 34 CFR 300.322

Board Policy/Administrative Regulation #: See AR 6159

Subject: Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent orally requests review of IEP

Education Code 56343.5

Board Policy/Administrative Regulation #: See AR 6159

Subject: Need for written request

When to Notify: For student receiving exit exam waiver, prior to receipt of diploma
Education Code 60852.4
Board Policy/Administrative Regulation #: See AR 6162.52
Subject: Right to FAPE

When to Notify: Before functional behavioral assessment begins
5 CCR 3052
Board Policy/Administrative Regulation #: See AR 6159.4
Subject: Notification and consent

When to Notify: Before modification of behavioral intervention plan
5 CCR 3052
Board Policy/Administrative Regulation #: See AR 6159.4
Subject: Need for modification, right to question modification

When to Notify: Within one school day of emergency intervention or serious property damage
5 CCR 3052
Board Policy/Administrative Regulation #: See AR 6159.4
Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation or placement, or FAPE
20 USC 1415(c), **34 CFR** 300.503
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Prior written notice

When to Notify: Initial referral for evaluation
20 USC 1415(d) **34 CFR** 300.503
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Prior written notice and procedural safeguards notice

When to Notify: Registration of complaint
20 USC 1415(d) **34 CFR** 300.504
Board Policy/Administrative Regulation #: See AR 6159.1
Subject: Procedural safeguards notice

When to Notify: Disciplinary action taken for dangerous behavior

20 USC 1415(k) 34 CFR 300.530

Board Policy/Administrative Regulation #: See AR 5144.2

Subject: Decision and procedural safeguards notice

When to Notify: Suspension or change of placement for more than 10 days

20 USC 1415(k) 34 CFR 300.530

Board Policy/Administrative Regulation #: See AR 5144.2

Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing

20 USC 1415(k), 34 CFR 300.508

Board Policy/Administrative Regulation #: See AR 6159.1

Subject: Child's name, address, school, description of problem, proposed resolution

V. Classroom Notices

When to Notify: In each classroom in each school

Education Code 35186

Board Policy/Administrative Regulation #: See AR 1312.4, See E 1312.4

Subject: Complaint rights re: sufficiency instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with grades 10-12, right of students who did not pass the exit exam to receive intensive instruction after completion of grade 12

ExhibitCENTER UNIFIED SCHOOL DISTRICT

version: June 18, 2008 Antelope, California

PHYSICAL EDUCATION AND ACTIVITY

Note: The following **optional** policy may be revised to reflect district practice and the grade levels offered by the district. See the accompanying administrative regulation for definitions of "physical education" and "physical activity" based on the California Department of Education's (CDE) 2009 Physical Education Framework for California Public Schools.

The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1751 Note) mandates each district participating in federal meals programs to adopt a districtwide student wellness policy, including goals for physical activity. See BP 5030 - Student Wellness for language fulfilling this mandate. The following policy also may incorporate goals for physical activity.

Education Code 33352 requires the CDE, as part of the Categorical Program Monitoring (CPM) process, to monitor districts' compliance with specified state physical education requirements which are reflected in the following policy and the accompanying administrative regulation.

The Governing Board recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

Note: Education Code 51210 and 51220 require the district's course of study for grades 1-12 to include physical education, with an emphasis on physical activities conducive to health and vigor of body and mind; see AR 6143 - Courses of Study. The CDE's 2009 Physical Education Framework describes components of a comprehensive physical education program based on the voluntary Physical Education Model Content Standards adopted by the State Board of Education (SBE).

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

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

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

Note: The following two **optional** paragraphs are for use by districts that maintain high schools.

According to the CDE's Physical Education Framework, it is the obligation of the Governing Board to determine whether to grant physical education credit for a particular course, including, but not limited to, junior ROTC, marching band, cheerleading, or drill team. In making this determination, the Board must determine how the particular course supports an overall course of study for grades 9-12 that includes the eight content areas specified in Education Code 33352 and 5 CCR 10060 for physical education programs. While it is not necessary that each individual course include all eight content areas, the course offerings

PHYSICAL EDUCATION AND ACTIVITY (continued)

must be structured so that all students receive opportunities for instruction in each of the eight areas across grades 9-12. The CDE's Physical Education FAQs add that any course for which physical education credit is granted must also meet requirements in Education Code 33352 pertaining to minimum instructional minutes, various reporting requirements, and the assignment of an appropriately credentialed teacher.

The overall course of study for grades 9-12 shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

Note: The following optional paragraph is for use by all districts and may be revised to reflect district practice. The U.S. Department of Health and Human Services' (HHS) 2008 Physical Activity Guidelines for Americans recommends that children and adolescents participate in at least 60 minutes of moderate to vigorous physical activity per day, which can be accrued in smaller increments throughout the day. To help reach this goal, HHS recommends that students be engaged in moderate to vigorous physical activity for at least 50 percent of physical education class time. See the accompanying administrative regulation for definitions of "moderate physical activity" and "vigorous physical activity." Also see CSBA's Fact Sheet on Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes.

The district's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.2 - Certification)

(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)

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

Physical Fitness Testing

Note: The following section may be revised to reflect grade levels offered by the district. Education Code 60800 requires districts to administer a physical fitness test to students in grades 5, 7, and 9. The SBE has designated FITNESSGRAM as the required physical fitness test. See the accompanying administrative regulation for testing requirements.

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

Note: The following section is **optional**. Education Code 51241 authorizes, but does not require, the district to grant temporary exemptions from physical education under the conditions described in items #1-2 below.

The Superintendent or designee may grant a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

PHYSICAL EDUCATION AND ACTIVITY (continued)

Two-Year Exemptions

Note: The following optional section is for use by districts that maintain grades 10-12. Education Code 51241 authorizes, but does not require, the district to grant a two-year exemption from physical education to eligible students in grades 10-12.

Pursuant to Education Code 51241, in order to be eligible for the two-year exemption, students are required to "satisfactorily" meet at least five of the six standards of the state's physical fitness test in grade 9. Students are considered to have satisfactorily met a standard on the FITNESSGRAM if they score in the "healthy fitness zone" on that standard. The six fitness areas measured by FITNESSGRAM are aerobic capacity, body composition, abdominal strength and endurance, trunk extensor strength and flexibility, upper body strength and endurance, and flexibility.

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the state's physical fitness test in grade 9. (Education Code 51241)

Note: In addition to administering the physical fitness test to students in grade 9, Education Code 51241 authorizes districts to administer the test to students in grades 10-12 so that such students may qualify for the two-year exemption. The following paragraph is optional.

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the physical fitness test to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Permanent Exemptions

Note: The following section is optional. Education Code 51241 authorizes, but does not require, the district to grant permanent exemptions from physical education to an individual student under the conditions described in items #1-3 below.

The Board should delete any categories of exemptions that it does not wish to allow.

The Superintendent or designee may grant a permanent exemption from physical education to an individual student under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years.
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

PHYSICAL EDUCATION AND ACTIVITY (continued)

Other Exemptions

Note: The following **optional** section is for use by districts that maintain high schools. Education Code 51222, 51242, and 52316 authorize, but do not require, the following exemptions from physical education courses. **The Board should select the items that reflect the types of exemptions that it wishes to allow.**

The Superintendent or designee may grant an exemption from physical education under the following special circumstances:

1. The student in grades 10-12 is excused for up to 24 clock hours in order to participate in automobile driver training. (Education Code 51222)
2. The student in grades 10-12 attends a regional occupational center or program and attendance in physical education courses results in hardship because of the travel time involved. (Education Code 52316)
3. The student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Additional Opportunities for Physical Activity

Note: The following section is **optional**. See the accompanying administrative regulation for sample strategies for physical activity opportunities outside the physical education program. Also see CSBA's Fact Sheet on Maximizing Opportunities for Physical Activity During the School Day.

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)

(cf. 5142.2 - Safe Routes to School Program)

(cf. 5148 - Child Care and Development Program)

(cf. 5148.2 - Before/After School Program)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

Program Evaluation

Note: The following **optional** section should be revised to reflect district practice. Districts that do not maintain high schools or do not offer any of the exemptions described in the sections above on "Two-Year Exemptions" or "Permanent Exemptions" should modify the following paragraph to delete reports of two-year and permanent exemptions.

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Superintendent or designee shall annually report to the Board the results of the state physical fitness testing for each school and applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

*Legal Reference:*EDUCATION CODE

33126 School accountability report card

33350-33354 CDE responsibilities re: physical education

35256 School accountability report card

49066 Grades; physical education class

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51241 Temporary, two-year or permanent exemption from physical education

51242 Exemption from physical education for athletic program participants

52316 Excuse from attending physical education classes

60800 Physical performance test

CODE OF REGULATIONS, TITLE 5

1040-1048 Physical performance test

3051.5 Adapted physical education for individuals with exceptional needs

10060 Criteria for high school physical education programs

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

1751 Note Local wellness policy

ATTORNEY GENERAL OPINIONS

53 *Ops.Cal.Atty.Gen.* 230 (1970)

*Management Resources:*CSBA PUBLICATIONS

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009

Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

Management Resources continued: (see next page)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Management Resources: (continued)

CSBA PUBLICATIONS (continued)

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Adapted Physical Education Guidelines for California Schools, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide for Elementary and Middle/High Schools, 2000

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

2008 Physical Activity Guidelines for Americans, October 2008

WEB SITES

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

California Department of Education, Physical Fitness Testing: <http://www.cde.ca.gov/ta/tg/pf>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

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

Educational Data System, California physical fitness: <http://www.eddata.com/projects/current/cpf>

Healthy People 2010: <http://www.healthypeople.gov>

National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>

President's Council on Physical Fitness and Sports: <http://www.fitness.gov>

The California Endowment: <http://www.calendow.org>

U.S. Department of Health and Human Services: <http://www.health.gov>

Board Policy

Physical Education

BP 6142.7

Instruction

The Governing Board recognizes the positive benefits of physical activity on student health and academic achievement. The Board desires to provide a physical education program that supports the district's coordinated student wellness program, provides an adequate amount of moderate to vigorous physical activity, builds interest and proficiency in movement skills, and encourages students' lifelong fitness through physical activity. Besides promoting high levels of personal achievement and a positive self-image, physical education activities should teach students how to cooperate in the achievement of common goals.

(cf. 5030 - Student Wellness)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6145.2 - Athletic Competition)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

The Board shall approve the components of the physical education program. The district's program shall be aligned with state model content standards and curriculum frameworks for physical education and shall provide a developmentally appropriate sequence of instruction including, at appropriate grade levels, the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives such as self-defense and fencing.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

The district's program shall provide equal opportunities for participation in physical education instruction regardless of gender.

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

An appropriate alternative activity or exemption from the physical education class shall be provided for a student with disabilities in accordance with his/her individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Physical education staff shall appropriately adjust the amount or type of physical exercise

required of students during air pollution episodes, hot weather, or other inclement conditions or as needed to accommodate individual student health needs.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The district's physical education program shall be provided by appropriately credentialed teachers. Continuing professional development shall be offered to physical education teachers and to classroom teachers serving as instructors of physical education in order to enhance the quality of instruction and the variety of activities offered.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5, 7, and 9. (Education Code 60800)

The Superintendent or designee shall annually report to the Board the results of the physical fitness testing for each school and applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241 as described below, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

The Superintendent or designee shall report the aggregate results of the physical fitness testing in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Temporary Exemptions

The Superintendent or designee may grant a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With a student's consent, the Superintendent or designee may exempt the student from any two years of physical education courses during grades 10-12 provided that the student has satisfactorily met any five of the six standards of the state's physical fitness test in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the physical fitness test to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Permanent Exemptions

The Superintendent or designee may grant a permanent exemption from physical education to a student under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years.
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

Other Exemptions

The Superintendent or designee may grant an exemption from physical education under the following special circumstances:

1. The student in grades 10-12 is excused for up to 24 clock hours in order to participate in automobile driver training. (Education Code 51222)
2. The student in grades 10-12 attends a regional occupational center or program and attendance in physical education courses results in hardship because of the travel time involved. (Education Code 52316)

(cf. 6145.2 - Athletic Competition)

Legal Reference:

EDUCATION CODE

33126 School accountability report card
33350-33354 CDE responsibilities re: physical education
35256 School accountability report card
49066 Grades; physical education class
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51222 Physical education

51223 Physical education, elementary schools
51241 Temporary or permanent exemption from physical education
51242 Exemption from physical education for athletic program participants
52316 Excuse from attending physical education classes
60800 Physical performance test
CODE OF REGULATIONS, TITLE 5
1040-1048 Physical performance test
3051.5 Adapted physical education for individuals with exceptional needs
10060 Criteria for high school physical education programs
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
1751 Note Local wellness policy
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 230 (1970)

Management Resources:

CSBA PUBLICATIONS

Physical Education and California Schools, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

0418.89 Physical Education, April 18, 1989

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 1996

CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

School Idea and Resource Mini Kit, 2000

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide for Elementary and Middle/High Schools, 2000

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

WEB SITES

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

California Department of Education, Physical Fitness Testing: <http://www.cde.ca.gov/ta/tg/pf>

California Department of Health Services, School Health Connections:

<http://www.dhs.ca.gov/ps/cdic/shc/default.htm>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

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

Educational Data System, California physical fitness:

<http://www.eddata.com/projects/current/cpf>

FITNESSGRAMR, Cooper Institute: <http://www.fitnessgram.net>

Healthy People 2010: <http://www.healthypeople.gov>

National Association for Sports and Physical Education: <http://www.aahperd.org/naspe>

National Association of State Boards of Education (NASBE): <http://www.nasbe.org>

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

The California Endowment: <http://www.calendow.org>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: February 20, 2008 Antelope, California

PHYSICAL EDUCATION AND ACTIVITY**Definitions**

Note: The following **optional** section reflects definitions provided in the California Department of Education's (CDE) 2009 Physical Education Framework for California Public Schools.

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity for developing and maintaining physical fitness throughout their lifetimes, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Note: Education Code 51210 requires the adopted course of study for grades 1-6 to include instruction in physical education for at least 200 minutes each 10 school days, exclusive of recesses and the lunch period. For grades 7-12, Education Code 51222 requires that all students, except students excused or exempted pursuant to Education Code 51241, attend courses of physical education for at least 400 minutes each 10 school days. However, pursuant to Education Code 51223, elementary school districts maintaining grades 1-8 must provide instruction in physical education for students in grades 7-8 that matches the requirement for grades 1-6 of not less than 200 minutes each 10 school days, exclusive of recesses and the lunch period. The CDE's Categorical Program Monitoring process reviews district compliance with these instructional time requirements. The district should select the option below that reflects the grade levels offered by the district.

When determining the number of instructional minutes, it is recommended that districts exclude time spent walking to and from class or engaging in other physical activity conducted outside the physical education instructional program, such as in regular classroom activities or before/after school programs.

PHYSICAL EDUCATION AND ACTIVITY (continued)

~~OPTION 1: (Elementary Districts with any of Grades 1-8)~~

~~Instruction in physical education shall be provided for a total period of time of not less than 200 minutes each 10 school days. (Education Code 51210, 51223)~~

~~OPTION 2: (High School Districts)~~

~~Instruction in physical education shall be provided for a total period of time of not less than 400 minutes each 10 school days. (Education Code 51222)~~

OPTION 3: (Unified School Districts)

Instruction in physical education shall be provided for a total period of time of not less than 200 minutes each 10 school days for students in grades 1-6 and not less than 400 minutes each 10 school days for students in grades 7-12. (Education Code 51210, 51222)

Note: The remainder of this section is for use by districts that maintain high schools. See the accompanying Board policy for information about the exemptions described in the following paragraphs.

Students in grades 10-12 who have been granted a two-year exemption pursuant to Education Code 51241(b) shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)

Students in grades 10-12 who have been granted a two-year or permanent exemption from physical education pursuant to Education Code 51241(b)(1) or (c) shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

Students in a regional occupational program or center who are exempted from physical education pursuant to Education Code 52316 shall have a minimum school day of 180 minutes. (Education Code 52316)

(cf. 6178.2 - Regional Occupational Center/Program)

Monitoring Moderate to Vigorous Physical Activity

Note: The following optional section may be revised to reflect district practice. See the accompanying Board policy for language establishing an expectation for students to be engaged in moderate to vigorous physical activity for 50 percent of physical education class/session time.
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To monitor whether students are engaged in moderate to vigorous physical activity for at least 50 percent of physical education class or session time, the Superintendent or designee may:

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity or the number of students who are inactive during physical education classes
2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

Note: Education Code 60800 requires districts to administer a physical fitness test to students in grades 5, 7, and 9. The State Board of Education has designated FITNESSGRAM as the required physical fitness test. Pursuant to 5 CCR 1041, this requirement also applies to students who attend schools that are on a block schedule and students who may not be enrolled in physical education classes during the annual assessment window.

The following paragraph should be modified to reflect grade levels offered by the district. In addition, if the district has chosen to administer the test in any of grades 10-12 (see accompanying Board policy), the following paragraph should be modified accordingly.

During the annual assessment window between the months of February through May, students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education. (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

Note: The following paragraph is **optional**. 5 CCR 1043.4 authorizes, but does not require, the district to designate a physical fitness test coordinator. If the district chooses to designate a test coordinator, his/her duties must include those described in 5 CCR 1043.4.

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and California Department of Education for all matters related to the physical fitness test. His/her duties shall be those specified in 5 CCR 1043.4, including, but not limited to, overseeing the administration of the test and the collection and return of all test data to the test contractor. (5 CCR 1043.4)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Students shall be provided with their individual results after completing the physical performance testing. The test results may be provided in writing or orally as the student completes the testing and shall be included in his/her cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

Note: The following paragraph is optional.
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Each student's test results shall also be provided to his/her parents/guardians.

The Superintendent or designee shall report the aggregate results of the physical fitness testing in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the state's physical fitness test with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that they are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor
2. Administration of the test by a test examiner to the student at home or in the hospital
3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that they are directly supervised by the test examiner
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

Note: The following optional section may be revised to reflect district practice. Item #1 below should be modified or deleted by districts that do not maintain elementary schools.

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess and lunch supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)

(cf. 4231 - Staff Development)

(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom
3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, special events, and competitions

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

PHYSICAL EDUCATION AND ACTIVITY (continued)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development Program)

(cf. 5148.2 - Before/After School Program)

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

(cf. 1700 - Relations Between Private Industry and the Schools)

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

Administrative Regulation

Physical Education

AR 6142.7

Instruction

Instruction in physical education shall be provided for a total period of time of not less than 200 minutes each 10 school days for students in grades 1-6 and not less than 400 minutes each 10 school days for students in grades 7-12. (Education Code 51210, 51222)

Students in grades 10-12 who are exempted from physical education pursuant to Education Code 51241(b)(1) or (c) shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. Students in a regional occupational program or center who are exempted from physical education pursuant to Education Code 52316 shall have a minimum school day of 180 minutes. (Education Code 51241, 52316)

Physical Performance Testing

During the month of February, March, April or May, students in grades 5, 7 and 9 shall undergo the physical performance testing designated by the State Board of Education. Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800)

(cf. 6162.5 - Student Assessment)

Students shall be provided with their individual results after completing the physical performance testing. The test results may be provided orally as the student completes the testing. (Education Code 60800)

Each student's scores on the physical performance test shall be included in his/her cumulative record. (5 CCR 1044)

(cf. 5125 - Student Records)

Regulation **CENTER UNIFIED SCHOOL DISTRICT**
approved: March 3, 2004 Antelope, California

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: June 16, 2010

Attached Pages

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:

**SUBJECT: Second Reading: Board Policies/Regulations/Exhibits
(Significant Changes)**

Replace	BP/AR	1240	Volunteer Assistance
Replace	BP/AR	3320	Claims and Actions Against the District
Replace	BP/AR	3515.2	Disruptions
Replace	BP/AR	4127/4227/4327	Temporary Athletic Team Coaches
Replace	BP	5145.11	Questioning and Apprehension by Law Enforcement
Delete	AR	5145.11	Questioning and Apprehension by Law Enforcement
Add	E	5145.11	Questioning and Apprehension by Law Enforcement
Replace	BP	5145.3	Nondiscrimination/Harassment

RECOMMENDATION: CUSD Board of Trustees approve the second reading of presented policies/regulations/exhibits.

VOLUNTEER ASSISTANCE

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

(cf. 1000 - Concepts and Roles)

(cf. 1700 - Relations Between Private Industry and the Schools)

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

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

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

(cf. 1020 - Youth Services)

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

Note: Education Code 45347 and 45349 require certain volunteers, depending on the types of duties they will be performing, to meet qualifications pertaining to basic skills proficiency, tuberculosis testing, and/or criminal background checks; see the accompanying administrative regulation. In addition, beginning July 1, 2010, Education Code 49024, added by AB 1025 (Ch. 379, Statutes of 2009), requires any volunteer who supervises, directs, or coaches a student activity program sponsored by or affiliated with the district to submit to a criminal background check in order to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing.

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

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

VOLUNTEER ASSISTANCE (continued)

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

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

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

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3515.2 - Disruptions)

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

(cf. 1150 - Commendations and Awards)

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

Legal Reference: (see next page)

VOLUNTEER ASSISTANCE (continued)

Legal Reference:

EDUCATION CODE

8482-8484.6 *After School Education and Safety program*

8484.7-8484.9 *21st Century Community Learning Center program*

35021 *Volunteer aides*

35021.1 *Automated records check*

35021.3 *Registry of volunteers for before/after school programs*

44010 *Sex offense; definition*

44227.5 *Classroom participation by college methodology faculty*

44814-44815 *Supervision of students during lunch and other nutrition periods*

45125 *Fingerprinting requirements*

45340-45349 *Instructional aides*

45360-45367 *Teacher aides*

49024 *Activity Supervisor Clearance Certificate*

49406 *Examination for tuberculosis*

GOVERNMENT CODE

3543.5 *Prohibited interference with employees' rights*

HEALTH AND SAFETY CODE

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

LABOR CODE

1720.4 *Public works; exclusion of volunteers from prevailing wage law*

3364.5 *Persons performing voluntary services for school districts*

PENAL CODE

290 *Registration of sex offenders*

290.4 *Information re: sex offenders*

290.95 *Disclosure by person required to register as sex offender*

CODE OF REGULATIONS, TITLE 22

101170 *Criminal record clearance*

101216 *Health screening, volunteers in child care centers*

UNITED STATES CODE, TITLE 20

6319 *Qualifications and duties of paraprofessionals, Title I programs*

ATTORNEY GENERAL OPINIONS

62 *Ops. Cal. Atty. Gen. 325 (1979)*

COURT DECISIONS

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

Management Resources:

WEB SITES

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

California Department of Education, Parents/Family and Community: <http://www.cde.ca.gov/ls/pf>

California Department of Justice, Megan's Law: <http://www.meganslaw.ca.gov>

California Parent Teacher Association: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National Parent Teacher Association: <http://www.pta.org>

Board Policy

Volunteer Assistance

BP 1240

Community Relations

The Governing Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in schools enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the schools' relationships with the community. The Board also encourages community members to serve as mentors providing support and motivation to students.

(cf. 1000 - Concepts and Roles)

(cf. 1700 - Relations Between Private Industry and the Schools)

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

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

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

(cf. 0420.3 - School-Based Student Motivation and Maintenance Program)

(cf. 1020 - Youth Services)

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

The Superintendent or designee shall establish procedures to protect the safety of students and adults. These procedures shall include laws related to tuberculosis testing and may also include laws related to criminal record checks including Megan's Law database. Volunteers who are likely to be alone with students will also be finger printed and drug tested.

Volunteers shall be provided with information about school goals, programs and practices and shall receive an orientation and other training related to their specific responsibilities as appropriate. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that capitalize on their skills and expertise and maximize their contribution to the educational program.

Volunteers shall act in accordance with district policies, regulations and school rules. At their discretion, employees who supervise volunteers may ask any volunteer who violates school rules to leave the campus. Employees also may confer with the principal or designee regarding any such volunteers. The Superintendent or designee shall be responsible for investigating and

resolving complaints regarding volunteers.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3515.2 - Disruptions)

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

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

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

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

Legal Reference:

EDUCATION CODE

35021 Volunteer aides

35021.1 Automated records check

44010 Sex offense; definition

44227.5 Classroom participation by college methodology faculty

44814-44815 Supervision of students during lunch and other nutrition periods

45125 Fingerprinting requirements

45340-45349 Instructional aides

45360-45367 Teacher aides

49406 Examination for tuberculosis

GOVERNMENT CODE

3100-3109 Oath or affirmation of allegiance

3543.5 Prohibited interference with employees' rights

HEALTH AND SAFETY CODE

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

LABOR CODE

3364.5 Persons performing voluntary services for school districts

PENAL CODE

290 Registration of sex offenders

290.4 Information re sex offenders

CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance

101216 Health screening, volunteers in child care centers

UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

ATTORNEY GENERAL OPINIONS

62 Ops. Cal. Atty. Gen. 325 (1979)

COURT DECISIONS

Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

Management Resources:

NATIONAL PTA PUBLICATIONS

National Standards for Parent/Family Involvement Programs, 1997

Building Successful Partnerships: A Guide for Developing Parent and Family Involvement Programs, 2000

WEB SITES

California PTA: <http://www.capta.org>

National PTA: <http://www.pta.org>

California Partners in Education: <http://www.capie.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

**U.S. Department of Education, Partnership for Family Involvement in Education:
<http://pfie.ed.gov>**

CDE: <http://www.cde.ca.gov>

California Department of Justice, Megan's Law mapping: <http://www.meganslaw.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: March 2, 2005 Antelope, California

VOLUNTEER ASSISTANCE

Duties of Volunteers

Note: Education Code 45349 authorizes the use of volunteers in the supervision and instruction of students, subject to Education Code 35021 and 45340-45349.

Volunteers may assist certificated personnel in the performance of their duties, in the supervision of students, and in instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45343, 45344, 45349)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

Volunteers may supervise students during lunch, breakfast, or other nutritional periods or may serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities. (Education Code 35021, 44814, 44815)

Volunteers may work on short-term facilities projects pursuant to Board policy and the section below entitled "Volunteer Facilities Projects."

Qualifications of Volunteers

Volunteers providing supervision or instruction of students pursuant to Education Code 45349 shall give evidence of basic skills proficiency. (Education Code 45344.5, 45349)

(cf. 4212 - Appointment and Conditions of Employment)

Note: Beginning July 1, 2010, Education Code 49024, added by AB 1025 (Ch. 379, Statutes of 2009), requires any volunteer who supervises, directs, or coaches a student activity program to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing (CTC). The certificate, valid for five years, requires a character and fitness review by the CTC and submission of fingerprints, which will be used for both state and federal criminal record checks.

Beginning July 1, 2010, any volunteer who supervises, directs, or coaches a student activity program shall be required to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. Student activity programs include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. This requirement shall not apply to volunteer supervisors for breakfast, lunch, or other

VOLUNTEER ASSISTANCE (continued)

nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021. (Education Code 49024)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

Note: Pursuant to Education Code 35021 and 45349, a district is prohibited from assigning a registered sex offender as a volunteer who assists certificated personnel in the performance of their duties; supervises students during lunch, breakfast, or other nutritional period; or serves as a nonteaching aide to perform noninstructional tasks. In addition, Penal Code 290.95 requires any person registered as a sex offender to disclose his/her status as a registrant when he/she applies for or accepts a position as a volunteer where the work would require him/her to work directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis, to have supervision or disciplinary power over minor children, or to touch minor children on more than an incidental basis. AB 307 (Ch. 430, Statutes of 2009) amended Penal Code 290.95 to also require disclosure when the person would be working directly and in an unaccompanied setting providing goods or services to minors. See BP/AR 3515.5 - Sex Offender Notification.

The Superintendent or designee shall not assign any person required to register as a sex offender pursuant to Penal Code 290 as a volunteer who assists certificated personnel in the performance of their duties; supervises students during lunch, breakfast, or other nutritional period; or serves as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

(cf. 3515.5 - Sex Offender Notification)

Note: Districts may verify whether a person is a registered sex offender by checking the Department of Justice's Megan's Law web site, asking law enforcement to conduct a check pursuant to Education Code 35021.1, and/or requiring volunteers to certify as to their status. The following paragraph should be modified to reflect district practice.

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

Note: Education Code 45347 and 45349 require that volunteers providing supervision or instruction meet the obligations required of classified staff. Pursuant to Education Code 49406, tuberculosis testing is one of these obligations; see AR 4112.4/4212.4/4312.4 - Health Examinations. In areas where there is a high incidence of tuberculosis, the district may revise the following paragraph to require more frequent tests or to require that all volunteers be tested.

VOLUNTEER ASSISTANCE (continued)

No volunteer shall be assigned to supervise or instruct students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Volunteers who test negative shall thereafter be required to take a tuberculosis test every four years in accordance with Education Code 49406. (Education Code 45106, 45347, 45349, 49406)

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

Note: The following paragraph is **optional** pursuant to Education Code 49406.

The Superintendent or designee may exempt from tuberculosis testing requirements those volunteers who serve less than a school year and whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

Note: See AR 5148.2 - Before/After School Programs for information about health screening and fingerprint clearance requirements for volunteers in the After School Education and Safety program and 21st Century Community Learning Center program pursuant to Education Code 8483.4 and 35021.3.

Volunteer Facilities Projects

Note: The following **optional** section should be revised to reflect district practice.

Pursuant to Labor Code 1720.4, volunteers are exempt from laws requiring workers employed in public works projects (e.g., construction and repair work) to be paid not less than the general prevailing rate of per diem wages.

All volunteer facilities projects shall have approximate start and completion dates and shall be approved by the principal in advance.

Projects approved by the principal shall also be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions, or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling, or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting
6. Installation of carpet

VOLUNTEER ASSISTANCE (continued)

7. Installation of playground equipment and benches
8. Installation of sprinkler systems
9. Paving
10. Installation of marquees and signs
11. Tree planting, pruning, or removal

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

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7140 - Architectural and Engineering Services)

Administrative Regulation

Volunteer Assistance

AR 1240

Community Relations

Duties of Volunteers

Volunteers may assist certificated personnel in the performance of their duties, in the supervision of students, and in instructional tasks which, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45343, 45344, 45349)

(cf. 4222 - Teacher Aides/Paraprofessionals)

Volunteers may supervise students during lunch and/or breakfast periods or may serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities. (Education Code 35021, 44814, 44815)

Volunteers may work on short-term facilities projects pursuant to Governing Board policy and administrative regulation.

Qualifications of Volunteers

Volunteers providing supervision or instruction of students pursuant to Education Code 45349 shall give evidence of basic skills proficiency. (Education Code 45344.5, 45349)

(cf. 4212 - Appointment and Conditions of Employment)

A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a volunteer instructional aide or as a volunteer nonteaching aide under the direct supervision of a certificated employee. (Education Code 35021)

The Superintendent or designee shall verify by reasonable means that persons serving as volunteer instructional aides and nonteaching volunteer aides are not required to register as a sex offender pursuant to Penal Code 290. All volunteers will be required to complete a Volunteer Information Form (E(1) 1240).

(cf. 3515.5 - Sex Offender Notification)

No volunteer shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of

active tuberculosis. Volunteers who test negative shall thereafter be required to take a tuberculosis test every four years in accordance with Education Code 49406. (Education Code 45106, 45347, 45349, 49406)

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

The Superintendent or designee may exempt from tuberculosis testing requirements those volunteers who serve less than a school year and whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

Volunteer Facilities Projects

All volunteer facilities projects shall have approximate start and completion dates and must be approved by the principal in advance.

Projects approved by the principal shall also be approved in advance by the Superintendent or designee if they involve the following types of work:

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

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

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7140 - Architectural and Engineering Services)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: March 2, 2005 Antelope, California

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The following optional policy and accompanying administrative regulation reflect the claims procedure in the Government Claims Act, also known as the Tort Claims Act, pursuant to Government Code 810-996.6. The Act details requirements for the filing of claims against public entities such as school districts.

Because a district's insurance carrier or Joint Powers Authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is **strongly recommended** that, prior to adoption by the Governing Board, this board policy and accompanying administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

The Governing Board desires to ensure that the district's operations are conducted in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with law, Board policy, and administrative regulation as well as the district's Joint Powers Authority (JPA) agreement or insurance coverage.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

Note: Government Code 935 authorizes a district to establish its own procedure for the processing of claims which are either excluded from the claims procedures in the Government Claims Act or not listed as exceptions to the Act as specified in Government Code 905. A local claims requirement must be similar to and be no more restrictive than those established by the Government Claims Act. For example, the district's procedures may not allow a longer time for the Board to take action on a claim than the timeline provided for claims under the Government Claims Act.

The following optional paragraph is for use by districts that wish to adopt local requirements and should be modified for consistency with the district's insurance or JPA agreement, as well as advice from the district's legal counsel or risk manager.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law.

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: Government Code 935.4 authorizes, but does not require, the Board to delegate to any employee the authority to allow, compromise, or settle a claim of \$50,000 or less. However, management of the defense or settlement of the claim may be subject to contractual requirements contained in the district's insurance policy, memorandum of coverage, or contractual indemnity agreements. Thus, even when the Board has authorized the Superintendent to settle such claims, the authority is subject to any such requirements or conditions of coverage. The following paragraph is optional and boards that do not wish to delegate such authority should delete the following paragraph. Boards that wish to delegate this authority may modify the following paragraph to specify a different employee to whom the authority is delegated and/or an amount less than \$50,000.

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance.

This policy applies retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies

Note: Government Code 53051 requires public agencies, such as school districts, to register the information specified below, including the names of all Board members, with the Secretary of State and County Clerk. If the information on file is not accurate or if no information is on file, the court may allow a person to proceed with a claim against the district even if the time limit for filing such a claim has expired. Thus, it is imperative that all required information be current and accurate.

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board. (Government Code 53051)

Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)

Legal Reference: (see next page)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Legal Reference:

EDUCATION CODE

35200 *Liability for debts and contracts*

35202 *Claims against districts; applicability of Government Code*

CODE OF CIVIL PROCEDURE

340.1 *Damages suffered as result of childhood sexual abuse*

GOVERNMENT CODE

800 *Cost in civil actions*

810-996.6 *Claims and actions against public entities*

6500-6536 *Joint exercise of powers*

53051 *Information filed with secretary of state and county clerk*

PENAL CODE

72 *Fraudulent claims*

COURT DECISIONS

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal.App.4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Management Resources:

WEB SITES

California Secretary of State's Office: <http://www.sos.ca.gov>

Board Policy

Claims And Actions Against The District

BP 3320

Business and Noninstructional Operations

The Governing Board intends that the district's operations minimize risk, protect district resources, and promote the safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with Board policy and administrative regulation.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

Claims for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law. Such compliance is a prerequisite to any court action consistent with the provisions of Government Code 945.4.

The Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less. (Government Code 935.4)

This policy is intended to apply retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)

This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board. (Government Code 53051)

Legal Reference:

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as result of childhood sexual abuse

GOVERNMENT CODE

800 Cost in civil actions

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

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COURT DECISIONS

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

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Management Resources:

WEB SITES

California Secretary of State's Office: <http://www.sos.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: June 3, 2009 Antelope, California

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The following **optional** administrative regulation reflects Government Code 810-996.6 (the Government Claims Act), which sets forth prelitigation requirements and deadlines for claims against public entities, including school districts, as well as statute of limitations and other requirements for lawsuits. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 905 also apply to claims for breach of contract. The court also decided that the phrase "Government Claims Act" is more appropriate than the common phrase "Tort Claims Act."

Because a district's insurance carrier or Joint Powers Authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

Time Limitations

Note: Items #1-2 below list timelines for claims presented pursuant to the Government Claims Act. If a claimant misses a deadline for a claim required to be submitted in accordance with item #1 below, he/she may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are either excluded from the claims procedure in the Government Claims Act or are not listed as exceptions to the Act as specified in Government Code 905. See the accompanying Board policy for language establishing such a requirement. When such a claim is received, the district should immediately contact district legal counsel, as well as the district's insurance carrier and/or JPA, to determine the appropriate time limit.

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)

Note: Government Code 905 lists exceptions to the six-month time limitation for the filing of claims and many of the exceptions have specified claim procedures in other statutes. For example, Government Code 905 specifies that claims for the recovery of damages for injuries suffered as a result of childhood sexual abuse are subject to the statute of limitations specified in Code of Civil Procedure 340.1. The statute of limitations in Code of Civil Procedure 340.1 allows claims to be presented before the victim is 26 years old or within three years after the victim discovers that his/her psychological injury is a result of the sexual abuse. This provision applies to claims arising from conduct occurring on or after January 1, 2009.

2. Claims for money or damages as authorized in Government Code 905 and not included in item #1 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Receipt of Claims

Note: Government Code 53051 requires districts to file information about Governing Board members for the "Roster of Public Agencies" with the Secretary of State and County Clerk. If the information on file is not accurate or if no information is on file, a court may allow a person to proceed with a claim against the district even if the time limit for filing such a claim has expired. See the accompanying Board policy.

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

Note: Government Code 910.4 no longer requires districts to provide a claim form, however most JPAs and insurance carriers provide a form for these purposes. The person submitting the claim need not use the claim form provided by the district, but the claim must contain a signature and all of the information listed in Government Code 910.

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the public employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000 as of the date of the presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a "limited civil case."
7. The signature of the claimant or the person acting on his/her behalf

Notice of Claim Insufficiency

Note: Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided under the section entitled "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Late Claims

For claims under item #1 in the section entitled "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 911.4)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Note: If the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action, the claim is considered to be rejected, but the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

Administrative Regulation

Claims And Actions Against The District

AR 3320

Business and Noninstructional Operations

Time Limitations

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
2. Claims for money or damages as authorized in Government Code 905 and not included in item #1 above, including claims for damages to real property, shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Late Claims

Any person presenting a claim under item #1 above later than six months after the accrual of the cause of action shall present, along with the claim, an application to file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)

If a claim under item #1 is filed late and is not accompanied by an application to file a late claim, the Board or Superintendent shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.

The Board or Superintendent shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board or Superintendent provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board or Superintendent shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense of the claim by the failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.

4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code 911.8. (Government Code 911.8)

If the Board or Superintendent does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Delivery of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the office of the Superintendent or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Claim Form

Claims shall be submitted on the district claim form. The Board or Superintendent may return a claim not using the district's claim form and the claim may be resubmitted using the district's form. (Government Code 910.4)

Notice of Claim Insufficiency

The Superintendent shall review all claims for sufficiency of information.

If the claim is found insufficient or found not to satisfy the form requirements under Government Code 910.4, the Board or Superintendent may, within 20 days of receipt of the claim, either personally deliver or mail to the claimant, at the address stated in the claim or application, a notice stating with particularity the defects or omission in the claim. (Government Code 910.8, 915.4)

The Superintendent or Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Claims may be amended within the time limits provided under the section entitled "Time

Limitations" above or prior to final action by the Board, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not been commenced or barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.

If the Board allows the claim in whole, or in part, or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Superintendent or designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

Regulation **CENTER UNIFIED SCHOOL DISTRICT**
approved: June 3, 2009 **Antelope, California**

DISRUPTIONS

Note: The following **optional** policy and administrative regulation address the disruption of school activities by nonstudents. For language regarding disturbances by students, see BP/AR 5131.4 - Student Disturbances and BP/AR 5144.1 - Suspension and Expulsion/Due Process. Employees who cause a disruption may be subject to disciplinary action in accordance with the district's collective bargaining agreement and/or Board policy; see BP/AR 4118 - Suspension/Disciplinary Action and AR 4218 - Dismissal/Suspension/Disciplinary Action.

In Reeves v. Rocklin Unified School District, a California Court of Appeal held that a "disruption," in the context of school access, means the disruption of normal school activities. Since school officials have a duty to prevent disruptions, the court found that they need not wait until an actual disruption occurs before restricting access to school grounds.

~~The Governing Board is committed to providing a safe environment for district students, staff, and others while they are on district property or engaged in school activities.~~

~~The Superintendent or designee shall remove any individual who, by his/her presence or action, disrupts or threatens to disrupt normal district or school operations, threatens the health or safety of anyone on district property, or causes or threatens to cause damage to district property or to any property on school grounds.~~

In order to help maintain an educational environment that provides for student safety, the Governing Board is committed to keeping the schools free from disruptions and to keeping unauthorized persons from entering school grounds. The Superintendent or designee shall provide for the prompt removal of any individual from school grounds who disrupts or threatens to disrupt normal school operations, threatens the health and safety of students or staff, or threatens to cause property damage in accordance with law, Board policy, or administrative regulation.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4158/4258/4358 - Employee Security)

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

(cf. 5131.4 - Student Disturbances)

Note: Specific strategies for responding to disruptions may be included in the district's emergency and disaster preparedness plan (see BP/AR 3516 - Emergencies and Disaster Preparedness Plan) or may be developed as part of the district's comprehensive school safety plan (see BP/AR 0450 - Comprehensive Safety Plan).

The Superintendent or designee shall establish a plan describing staff responsibilities and actions to be taken when an individual is causing a disruption. In developing such a plan, the Superintendent or designee shall consult with law enforcement to create guidelines for law enforcement support and intervention in the event of a disruption.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.3 - District Police/Security Department)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

DISRUPTIONS (continued)

The Superintendent or designee shall provide training to school staff on how to identify and respond to actions or situations that may constitute a disruption.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Education Code 48902, as amended by AB 1390 (Ch. 292, Statutes of 2009), requires the principal or designee to notify law enforcement authorities when anyone possesses a firearm or explosive or sells or furnishes a firearm at school. In addition, pursuant to 20 USC 7151, districts are mandated to develop a policy to notify law enforcement whenever a student brings a firearm to school. For policies implementing this mandate, see BP/AR 5131.7 - Weapons and Dangerous Instruments and AR 5144.1 - Suspension and Expulsion/Due Process.

Any employee who believes that a disruption may occur shall immediately contact the principal. The principal or designee shall notify law enforcement in accordance with Education Code 48902 and 20 USC 7151 and in other situations, as appropriate.

Safe School Zone

Note: Penal Code 626.9 (the Gun Free School Zone Act) prohibits possession of a firearm within 1000 feet of school grounds. Other weapons and dangerous instruments, including knives, dirks, stun guns, and instruments that may expel metallic projectiles such as BBs or pellets, are also prohibited on school grounds pursuant to Penal Code 626.10 and 12556. Pursuant to Penal Code 626.10, as amended by AB 870 (Ch. 258, Statutes of 2009), the list of such prohibited items has been expanded to include razor blades and box cutters. In addition, Penal Code 12556 prohibits open display of any imitation firearm on school property. Limited exceptions to these prohibitions are listed in Penal Code 626.9, 626.10, and 12556.

Possession of a firearm within 1000 feet of any district school is prohibited except when authorized by law. (Penal Code 626.9)

Possession of any other unauthorized weapon or dangerous instrument is prohibited on school grounds or buses and at school-related or school-sponsored activities without the written permission of school authorities.

(cf. 5131.7 - Weapons and Dangerous Instruments)

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

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

Legal Reference: (see next page)

DISRUPTIONS (continued)

Legal Reference:

EDUCATION CODE

32210 *Willful disturbance of public school or meeting, misdemeanor*
32211 *Threatened disruption or interference with classes; misdemeanor*
35160 *Authority of governing boards*
44810 *Willful interference with classroom conduct*
44811 *Disruption of classwork or extracurricular activities*
48902 *Notification of law enforcement authorities*
51512 *Prohibited use of electronic listening or recording device*

PENAL CODE

243.5 *Assault or battery on school property*
415.5 *Disturbance of peace of school*
626-626.11 *Schools, crimes, especially:*
626.7 *Failure to leave campus or facility; wrongful return; penalties; notice; exceptions*
626.8 *Disruptive presence at schools*
626.81 *Misdemeanor for registered sex offender to come onto school grounds*
626.85 *Misdemeanor for specified drug offender presence on school grounds*
626.9 *Gun Free School Zone Act*
627-627.10 *Access to school premises*
653b *Loitering about schools or public places*
12556 *Imitation firearms*

UNITED STATES CODE, TITLE 20

7151 *Gun-Free Schools Act*

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

In Re Joseph F., (2000) 85 Cal.App.4th 975

In Re Jimi A., (1989) 209 Cal.App.3d 482

In Re Oscar R., (1984) 161 Cal.App.3d 770

ATTORNEY GENERAL OPINIONS

79 *Ops.Cal.Atty.Gen.* 58 (1996)

Management Resources:

CSBA PUBLICATIONS

911! A Manual for Schools and the Media During a Campus Crisis, 2001

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

U.S. Department of Education, Emergency Planning:

<http://www.ed.gov/admins/lead/safety/emergencyplan>

Board Policy

Disruptions

BP 3515.2

Business and Noninstructional Operations

In order to help maintain an educational environment that provides for student safety, the Governing Board is committed to keeping the schools free from disruptions and to keeping unauthorized persons from entering school grounds. The Superintendent or designee shall provide for the prompt removal of any individual from school grounds who disrupts or threatens to disrupt normal school operations, threatens the health and safety of students or staff, or threatens to cause property damage in accordance with law, Board policy, or administrative regulation.

(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4158/4258/4358 - Employee Security)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131.4 - Student Disturbances)

The Superintendent or designee shall establish a plan describing actions to be taken, including staff responsibilities, when an individual is causing a disruption. In developing such a plan, the Superintendent or designee shall consult with law enforcement to create guidelines for law enforcement support and intervention in the event of a disruption.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.3 - District Police/Security Department)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School staff shall be trained to recognize when an individual has committed acts that constitute a disruption in violation of Board policy or administrative regulation. Staff who believe that a disruption may occur shall immediately contact the principal.

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

Gun Free School Zone

Possession of unauthorized firearms, weapons, or other dangerous instruments is prohibited within 1,000 feet of school grounds without the written permission of school authorities. (Penal Code 626.9, 626.10)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting, misdemeanor
32211 Threatened disruption or interference with classes; misdemeanor
35160 Authority of governing boards
44810 Willful interference with classroom conduct
44811 Disruption of classwork or extracurricular activities
51512 Prohibited use of electronic listening or recording device

PENAL CODE

243.5 Assault or battery on school property
415.5 Disturbance of peace of school
626-626.11 Schools, crimes, especially:
626.7 Failure to leave campus or facility; wrongful return; penalties; notice; exceptions
626.8 Disruptive presence at schools
626.81 Misdemeanor for registered sex offender to come onto school grounds
626.9 Gun Free School Zone Act
627-627.10 Access to school premises
653b Loitering about schools or public places

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652
In Re Joseph F., (2000) 85 Cal.App.4th 975
In Re Jimi A., (1989) 209 Cal. App.3d 482
In Re Oscar R., (1984) 161 Cal. App 3d 770

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 58 (1996)

Management Resources:

CSBA PUBLICATIONS

911! A Manual for Schools and the Media During a Campus Crisis, 2001

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

U.S. Department of Education, Emergency Planning:

<http://www.ed.gov/admins/lead/safety/emergencyplan>

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

DISRUPTIONS

Note: The following administrative regulation is optional and may be revised to reflect district practice. Education Code 35160 authorizes the Governing Board to maintain order in schools under its jurisdiction. Therefore, the district, in accordance with law, may authorize school administrators to direct certain individuals, as specified below, to leave school grounds. Penal Code 626.7 provides that a person who is directed to leave the campus and fails to leave, or later reenters without following the school's posted registration requirements, may be guilty of a misdemeanor. In addition, Penal Code 653b, as amended by SB 492 (Ch. 592, Statutes of 2009), makes it a misdemeanor for anyone to loiter around a school and enhances penalties for loiterers who are required to register as sex offenders or to register with the local chief of police or sheriff for committing specified street gang offenses. For information regarding visitor registration requirements, see BP/AR 1250 - Visitors/Outsiders.

The principal or designee may direct any person, except a student, school employee, or other person required by his/her employment to be on school grounds, to leave school grounds if: (Education Code 44810, 44811; Penal Code 415.5, 626.7, 626.8, 626.81, 626.85)

1. The principal or designee has reasonable basis for concluding that the person is committing or has entered the campus with the purpose of committing an act which is likely to interfere with the peaceful conduct, discipline, good order, or administration of the school or a school activity, or with the intent of inflicting damage to any person or property.

(cf. 3515.3 - District Police/Security Department)

2. The person fights or challenges another person to a fight, willfully disturbs another person by loud and unreasonable noise, or uses offensive language which could provoke a violent reaction.

(cf. 4158/4258/4358 - Employee Security)

3. The person loiters around a school without lawful business for being present or reenters a school within 72 hours after he/she was asked to leave.
4. The person is required to register as a sex offender pursuant to Penal Code 290.

However, a registered sex offender may be on school grounds if he/she has a lawful purpose and written permission from the principal or designee.

(cf. 3515.5 - Sex Offender Notification)

5. The person is a specified drug offender as defined in Penal Code 626.85.

(cf. 1240 - Volunteer Assistance)

However, a specified drug offender may be on school grounds with written permission from the principal or designee or, if he/she is a parent/guardian of a child enrolled in that school, to attend a school activity.

DISRUPTIONS (continued)

6. The person has otherwise established a continued pattern of unauthorized entry on school grounds.

The principal or designee shall allow a parent/guardian who was previously directed to leave school grounds to reenter for the purpose of retrieving his/her child for disciplinary reasons, medical attention, or family emergencies, or with the principal or designee's prior written permission. (Penal Code 626.7, 626.85)

When directing any person to leave school premises, the principal or designee shall inform the person that he/she may be guilty of a crime if he/she:

1. Fails to leave or remains after being directed to leave (Penal Code 626.7, 626.8, 626.85)
2. Returns to the campus without following the school's posted registration requirements (Penal Code 626.7)
3. Returns within seven days after being directed to leave (Penal Code 626.8, 626.85)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1250 - Visitors/Outsiders)

Appeal Procedure

Any person who is asked to leave a school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee and the person making the appeal, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code 32211)

The decision of the Superintendent or designee may be appealed to the Governing Board. Such an appeal shall be made no later than the second school day after the Superintendent or designee has rendered his/her decision. The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final. (Education Code 32211)

Administrative Regulation

Disruptions

AR 3515.2

Business and Noninstructional Operations

The principal or designee may direct a person to leave school grounds when there is a reasonable basis for concluding that the person is committing, or has entered campus with the purpose of committing, an act that is likely to interfere with the peaceful conduct, discipline, good order, or administration of school activities or with the intent to inflict damage on any person or property. He/she may also ask a person to leave who uses loud and/or offensive language which could provoke a violent reaction or a person who has otherwise established a continued pattern of unauthorized entry on school grounds. This shall not apply if that person is a student, school employee, or other person required by his employment to be on school grounds. (Education Code 44810, 44811; Penal Code 415.5, 626.7, 626.8)

The principal or designee may also direct a specified drug offender to leave school grounds, unless that person is a student at the school, a parent/guardian of a child attending the school, or he/she has prior written permission for entry from the principal or designee. (Penal Code 626.85)

When directing any person to leave school premises, the principal or designee shall inform the person that he/she will be guilty of a crime if he/she:

1. Remains after being directed to leave (Education Code 44811; Penal Code 626.8)
2. Returns to the campus without following the school's posted registration requirements (Penal Code 626.7)
3. Returns within seven days after being directed to leave (Penal Code 626.8, 626.85)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5131.4 - Student Disturbances)

The principal or designee may direct a person who is required to register as a sex offender to immediately leave school grounds, unless he/she is on school grounds for lawful business or with the principal's permission. If such a person does not leave school grounds, the principal or designee shall inform the person that he/she may be guilty of a crime.

(cf. 3515.5 - Sex Offender Notification)

The principal or designee shall notify law enforcement as appropriate.

Appeal Procedure

Any person who is asked to leave a school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee and the person making the appeal, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code 32211)

The decision of the Superintendent or designee may be appealed to the Governing Board. Such an appeal shall be made no later than the second school day after the Superintendent or designee has rendered his/her decision. The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final. (Education Code 32211)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: May 2, 2007 Antelope, California

All Personnel

BP 4127(a)

4227

4327

TEMPORARY ATHLETIC TEAM COACHES

The Governing Board desires to employ highly qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes.

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee may employ a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. (5 CCR 5590)

(cf. 4121 - Temporary/Substitute Personnel)

Note: When hiring a temporary athletic team coach, Education Code 44919 requires districts to first make the position available to a credentialed teacher presently employed by the district. In CTA v. Rialto Unified School District, the California Supreme Court held that the law is intended to accord a current certificated employee a limited advantage in the hiring process over a noncertificated employee or a nonemployee, provided that the applicant applies for the position and meets qualification criteria established by the district.

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

Note: 5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see section entitled "Qualifications" in the accompanying administrative regulation.

In addition, beginning July 1, 2010, Education Code 49024, added by AB 1025 (Ch. 379, Statutes of 2009), requires any noncertificated employee or volunteer who supervises, directs, or coaches an interscholastic athletic team to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing (CTC). The application process includes submission of fingerprints to the CTC, which will be used for both state and federal criminal record checks, and a character and fitness review by the CTC. For any noncertificated employee who supervises, directs, or coaches an interscholastic athletic team, this requirement applies regardless of whether he/she is employed by the district or a parent or booster club, or whether he/she has already completed a state fingerprint clearance for his/her employment.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess the proper credential or Activity Supervisor Clearance Certificate and an appropriate level of competence, knowledge, and skill.

Note: 5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

TEMPORARY ATHLETIC TEAM COACHES (continued)

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.63 - Steroids)

Noncertificated coaches have no authority to give grades to students. (5 CCR 5591)

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

Legal Reference:

EDUCATION CODE

35179-35179.7 Interscholastic athletics
44010 Sex offense
44011 Controlled substance offense
44258.7 Credential types; Activity Supervisor Clearance Certificate
44332-44332.5 Temporary certificates
44424 Conviction of a crime
44808 Liability when students are not on school property
44919 Classification of temporary employees
49024 Activity Supervisor Clearance Certificate
49030-49034 Performance-enhancing substances

CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities
5590-5596 Duties of temporary athletic team coaches

COURT DECISIONS

CTA v. Rialto Unified School District, (1997) 14 Cal. 4th 627
San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal.App.3d 1376

Management Resources:

CSBA PUBLICATIONS

Steroids and Students: What Boards Need to Know, Policy Brief, July 2005
A School Board Member's Guide to CIF and Interscholastic Sports, 1997
CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS
Pursuing Victory with Honor, 1999

California Interscholastic Federation Constitution and Bylaws

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

09-19 Implementation of Assembly Bill 1025 Concerning the Activity Supervisor Clearance Certificate (ASCC), December 2, 2009

WEB SITES

CSBA: <http://www.csba.org>
California Athletic Trainers' Association: <http://www.ca-at.org>
California Department of Education: <http://www.cde.ca.gov>
California Interscholastic Federation: <http://www.cifstate.org>
National Athletic Trainers' Association: <http://www.nata.org>

Board Policy

Temporary Athletic Team Coaches

BP 4127 4227,4327

Personnel

The Governing Board recognizes the importance of qualified temporary athletic team coaches to the district's sports program and to the success of students in sports and interscholastic athletic activities.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and with district standards and priorities. These criteria shall ensure that all coaches possess an appropriate level of competence, knowledge, and skill.

Any certificated teacher employed by the district who applies for a position as a temporary athletic team coach and who satisfies the qualification criteria established for the position shall first be offered the position. (Education Code 44919)

By December 31, 2008, all district coaches, including volunteer coaches, shall have completed a coaching education program that meets the standards developed by the California Interscholastic Federation (CIF). Coaches shall bear the expense of the program. (Education Code 49032)

(cf. 5131.63 - Steroids)

All coaches shall be subject to Board policy and administrative regulation, as well as CIF bylaws and codes of ethical conduct.

(cf. 5131.1 - Bus Conduct)

(cf. 6145.2 - Athletic Competition)

Volunteer Coaches

Volunteer athletic team coaches shall meet all the qualification criteria required of temporary athletic team coaches employed by the district.

(cf. 1240 - Volunteer Assistance)

Legal Reference:

EDUCATION CODE

35179-35179.7 Interscholastic athletics

44010 Sex offense

44011 Controlled substance offense

44424 Conviction of a crime

44808 Liability when students are not on school property

44919 Classification of temporary employees

49030-39033 Performance-enhancing substances

CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities of pupils

5590-5596 Duties of temporary athletic team coaches

COURT DECISIONS

CTA v. Rialto Unified School District, (1997)14 Cal. 4th 627

San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal. App. 3d 1376

Management Resources:

CSBA POLICY BRIEFS

Steroids and Students: What Boards Need to Know, July 2005

WEB SITES

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

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

California Interscholastic Federation: <http://www.cifstate.org>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: June 7, 2006 Antelope, California

TEMPORARY ATHLETIC TEAM COACHES

Qualifications

<p>Note: 5 CCR 5593 establishes minimum qualifications for certificated and noncertificated employees assigned as temporary athletic team coaches. The district should modify the following section to reflect any additional criteria. Districts should consider developing specific criteria for each coaching position.</p>

The Superintendent or designee shall establish minimum qualification criteria for temporary athletic team coaches. These criteria shall include, but not necessarily be limited to, competencies in the following areas: (5 CCR 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures, as evidenced by one or more of the following:
 - a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card
 - b. A valid sports injury certificate or first aid card, and a valid CPR card
 - c. A valid Emergency Medical Technician (EMT) I or II card
 - d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)
 - e. Possession of both valid CPR and first aid cards and practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning
2. Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:
 - a. Completion of a college course in coaching theory and techniques
 - b. Completion of inservice programs arranged by a school district or county office of education
 - c. Prior service as a student coach or assistant athletic coach in the sport or game being coached
 - d. Prior coaching in community youth athletic programs in the sport being coached
 - e. Prior participation in organized competitive athletics at high school level or above in the sport being coached

TEMPORARY ATHLETIC TEAM COACHES (continued)

3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at the high school level, regulations of the California Interscholastic Federation (CIF)
4. Knowledge of child or adolescent psychology, as appropriate, as it relates to sport participation, as evidenced by one or more of the following:
 - a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions
 - b. Completion of a seminar or workshop on human growth and development of youth
 - c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Governing Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

Note: The qualifications required by 5 CCR 5593 for employees serving as temporary athletic team coaches do not apply to volunteer coaches. The following optional paragraph is for use by districts that require volunteers who supervise or direct an athletic program to meet those same qualifications.

Volunteers who supervise or direct an athletic program shall meet the qualification criteria specified in 5 CCR 5593 required for temporary athletic team coaches employed by the district. Any volunteer who does not meet such criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

(cf. 1240 - Volunteer Assistance)

TEMPORARY ATHLETIC TEAM COACHES (continued)

Additional Qualifications of Noncertificated Personnel and Volunteers

In addition to the qualifications listed above, any noncertificated person employed as a temporary athletic team coach shall: (5 CCR 5592)

1. Be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district

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

2. Not have been convicted of any offense referred to in Education Code 44010, 44011, or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children

Note: Beginning July 1, 2010, Education Code 49024, added by AB 1025 (Ch. 379, Statutes of 2009), requires any noncertificated employee or volunteer who supervises, directs, or coaches an interscholastic athletic team to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing (CTC). The certificate, valid for five years, does not assess an individual's professional experience, education, or other qualifications but rather provides evidence that the person has passed state and federal criminal record checks and CTC character and fitness reviews.

CTC Coded Correspondence 09-19 states that it is the district's responsibility to determine which district positions would be considered to supervise, direct, or coach an athletic activity and thus be subject to the new requirement. The district may also require those positions that do not supervise, direct, or coach to obtain the certificate.

CTC Coded Correspondence 09-19 clarifies that the district may issue a temporary certificate of clearance pursuant to Education Code 44332 and 44332.5 to an individual while his/her application is being processed. However, this temporary certificate should be rescinded if the district is notified by the CTC that the application has been denied or delayed.

Beginning July 1, 2010, any noncertificated employee or volunteer who supervises, directs, or coaches an interscholastic athletic team shall be required to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. (Education Code 49024)

(cf. 1240 - Volunteer Assistance)

High School Coaching Education Program

Note: The following section is for use by districts that maintain high schools. Education Code 49032 requires that all high school coaches complete a coaching education program developed by the district or the

TEMPORARY ATHLETIC TEAM COACHES (continued)

California Interscholastic Federation (CIF) that meets the guidelines listed in Education Code 35179.1. Districts that wish to set their own standards for the coaching education program instead of using the standards developed by the CIF should modify the following paragraph accordingly.
--

Each high school athletic team coach or volunteer coach shall complete, at his/her expense, a coaching education program that meets the standards developed by the CIF. A high school coach who has completed the education program in another California school district shall be deemed to have met the requirement for this district. (Education Code 49032)

An individual who has not completed the education program may be assigned as a coach for no longer than one season of interscholastic competition. (Education Code 49032)

Code of Ethical Conduct

Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (5 CCR 5596)

1. Show respect for players, officials, and other coaches
2. Respect the integrity and judgment of game officials
3. Establish and model fair play, sportsmanship, and proper conduct
4. Establish player safety and welfare as the highest priority
5. Provide proper supervision of students at all times
6. Use discretion when providing constructive criticism and when reprimanding players
7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game
8. Properly instruct players in the safe use of equipment
9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution
10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics

TEMPORARY ATHLETIC TEAM COACHES (continued)

11. Avoid suggesting, providing, or encouraging any athlete to use nonprescriptive drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General, or the American Medical Association

(cf. 5131.63 - Steroids)

12. Avoid recruitment of athletes from other schools
13. Follow the rules of behavior and the procedures for crowd control as established by the district and the league in which the district participates

Administrative Regulation

Temporary Athletic Team Coaches

AR 4127 4227,4327

Personnel

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (Code of Regulations, Title 5, Section 5594)

Upon the recommendation of the Superintendent or designee, the Board shall certify to the State Board of Education, by April 1 of each year, that the district conforms with state requirements governing the employment of temporary athletic team coaches. (Title 5, Section 5594)

Competencies

The Superintendent or designee shall determine whether a temporary athletic team coach is knowledgeable and competent in the areas of: (Code of Regulations, Title 5, Section 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures

The Superintendent or designee shall establish qualifications in this competency area as evidenced by one or more of the following:

- a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card
- b. A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation (CPR) card
- c. A valid Emergency Medical Technician (EMT) I or II card
- d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)
- e. Practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning and both valid CPR and first aid cards

2. Coaching techniques

The Superintendent or designee shall establish qualifications in coaching theory and techniques in the sport or game being coached as evidenced by one or more of the following:

- a. Completion of a college course in coaching theory and techniques
 - b. Completion of inservice programs arranged by a school district or county office of education
 - c. Prior service as a student coach or assistant athletic coach in the sport or game being coached
 - d. Prior coaching in community youth athletic programs in the sport being coached
 - e. Prior participation in organized competitive athletics at high school level or above in the sport being coached
3. Rules and regulations in the athletic activity being coached

The Superintendent or designee shall establish knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules and, at the high school level, regulations of the California Interscholastic Federation.

4. Child or adolescent psychology, whichever is appropriate to the grade level of the involved activity

The Superintendent or designee shall establish competency in knowledge of child or adolescent psychology as it relates to sport participation as evidenced by one or more of the following:

- a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions
- b. Completion of a seminar or workshop on human growth and development of youth
- c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (Code of Regulations, Title 5, Section 5593)

Additional Competencies for Noncertificated Personnel

In addition to the competencies listed above, the Superintendent or designee shall determine that a noncertificated person employed as a temporary athletic team coach: (Code of Regulations, Title 5, Section 5592)

- 1. Has not been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children.

(cf. 4212.5 - Criminal Record Check)

2. Is free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district.

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

Noncertificated coaches have no authority to give grades to students. (Title 5, Section 5591)

Code of Ethical Conduct

Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (Code of Regulations, Title 5, Section 5596)

- 1. Show respect for players, officials and other coaches**
- 2. Respect the integrity and judgment of game officials**
- 3. Establish and model fair play, sportsmanship and proper conduct**
- 4. Establish player safety and welfare as the highest priority**
- 5. Provide proper supervision of students at all times**
- 6. Use discretion when providing constructive criticism and when reprimanding players**
- 7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game**
- 8. Properly instruct players in the safe use of equipment**
- 9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution**
- 10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics**
- 11. Avoid suggesting, providing or encouraging any athlete to use nonprescriptive drugs, anabolic steroids or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General or the American Medical Association**
- 12. Avoid recruitment of athletes from other schools**
- 13. Follow the rules of behavior and the procedures for crowd control as established by the Board and the league in which the district participates**

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: September 24, 1997 Antelope, California

QUESTIONING AND APPREHENSION BY LAW ENFORCEMENT

Note: The following policy is optional and should be modified to reflect district practice.

California Attorney General opinions have long recognized law enforcements' authority to question students (a "seizure") at school without parental consent and required school officials to cooperate with the police in their investigations. However, the 9th Circuit Court of Appeals has held in Greene v. Camreta that an interview of a student at school by a social worker and deputy sheriff, regarding allegations of sexual abuse by the student's father, violated her Fourth Amendment right against unreasonable "seizure" (i.e., questioning by law enforcement). According to the court, absent exigent circumstances, the social worker and sheriff could not question the student without obtaining a warrant, court order, or parent/guardian consent. The applicability of this case to questioning of students by law enforcement in school districts regarding issues of child abuse or other matters is unclear and the case law is still developing. It is likely that an appeal will be filed requesting that the U.S. Supreme Court review the decision; in the meantime, in order to protect against liability, districts should proceed cautiously.

The following policy applies only to questioning by law enforcement and does not apply to questioning by school resource officers or district personnel in connection with school discipline issues. In addition, this policy does not apply to the interviewing of suspected child abuse victims by a child protective agency representative not accompanied by law enforcement; see AR 5141.4 - Child Abuse Prevention and Reporting. For searches of students and/or their belongings, see BP/AR 5145.12 - Search and Seizure.

The Governing Board is committed to providing a safe learning environment and cooperating with law enforcement officials and peace officers as necessary to help ensure the safety of students, staff, and the community and in carrying out their official duties.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.3 - District Police/Security Department)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.12 - Search and Seizure)

In accordance with standards specified in law and court decisions, law enforcement officers may interview and question students on school premises. The Superintendent or designee shall collaborate with local law enforcement agencies to develop parameters under which law enforcement officers will interview students at school.

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

Note: The following paragraph is optional. Although it is the responsibility of law enforcement, not district personnel, to determine if the questioning is lawful and that the conditions detailed in the Greene v. Camreta case are satisfied, CSBA has developed a sample form for use by the district when acquiescing to such interviews in order to help the district avoid the possibility of liability for the interview. See the accompanying Exhibit. If law enforcement refuses to complete the form, the district should consult with legal counsel to determine whether the interview should move forward. Districts that do not wish to use such a form should also consult with legal counsel to determine how to best protect the district and the student's rights.

QUESTIONING AND APPREHENSION BY LAW ENFORCEMENT (continued)

When any law enforcement official requests an interview with a student, the principal or designee shall request that the official provide verification of his/her identity and official capacity and certify the legal authority under which the interview is being conducted. If the officer refuses to provide certification of the legal authority for the interview, the principal or designee shall document such refusal and should consult with district legal counsel, as appropriate, before allowing the interview to proceed. The principal or designee shall maintain a record of all documentation relative to law enforcement interviews of students.

If the officer needs to interview or question the student immediately, the principal or designee shall accommodate the process in a way that causes the least possible disruption for the student and school, gives the student appropriate privacy, and models exemplary cooperation with law enforcement authorities.

Except in cases of child abuse or neglect, the principal or designee shall attempt to notify the student's parent/guardian as soon as practicable after law enforcement has interviewed the student on school premises.

At law enforcement's discretion and with the student's approval, the principal or designee may be present during the interview.

If a minor student is removed from school into the custody of law enforcement, the principal or designee shall immediately notify the parent/guardian or responsible relative regarding the student's release and the place to which he/she is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse. (Education Code 48906)

Subpoenas

Note: Penal Code 1328 requires that the serving of a subpoena on a minor in a criminal action must be made by delivering a copy of the subpoena to the minor's parent/guardian, conservator, or similar fiduciary. If one of those individuals cannot be located with reasonable diligence, the subpoena may be served on a minor age 12 or older.

Although subpoenas may legally be served at school on students age 12 or older, the Board believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. When served at school, the principal or designee shall take all reasonable steps to ensure a minimum of embarrassment or loss of class time for the student.

Legal Reference: (see next page)

QUESTIONING AND APPREHENSION BY LAW ENFORCEMENT (continued)

Legal Reference:

EDUCATION CODE

44807 *Duty concerning conduct of pupils*

48264 *Arrest of truants*

48265 *Delivery of truant*

48902 *Notice to law enforcement authorities*

48906 *Release of minor pupil to peace officers; notice to parent, guardian*

48909 *Narcotics and other hallucinogenic drugs (re arrest)*

CODE OF CIVIL PROCEDURE

416.60 *Service of summons or complaint to a minor*

PENAL CODE

830-832.17 *Peace officers*

1328 *Service of subpoena*

WELFARE AND INSTITUTIONS CODE

627 *Custody of minor*

CODE OF REGULATIONS, TITLE 5

303 *Duty to remain at school*

COURT DECISIONS

People v. Lessie, (2010) 47 Cal. 4th 1152

Greene v. Camreta, (2009, 9th Cir.) 588 F.3d 1011

In re William V., (2003) 111 Cal.App.4th 1464

ATTORNEY GENERAL OPINIONS

54 *Ops.Cal.Atty.Gen.* 96 (1971)

34 *Ops.Cal. Atty.Gen.* 93 (1959)

Management Resources:

WEB SITES

California Department of Justice, Office of the Attorney General: <http://caag.state.ca.us>

Board Policy

Questioning And Apprehension

BP 5145.11
Students

Law enforcement officers have the right to interview and question students on school premises. When such an interview is requested, the principal or designee shall ascertain the officer's identity, official capacity, and the authority under which he/she acts. If the officer needs to interview or question the student immediately, the principal or designee shall accommodate the process in a way that causes the least possible disruption to the school, gives the student appropriate privacy, and models exemplary cooperation with community law enforcement authorities.

Except in cases of neglect or child abuse, or where the law enforcement officer requests that the student's parent/guardian not be notified, the principal or designee shall make reasonable efforts to notify the student's parent/guardian when a law enforcement officer requests an interview on school premises.

At the law officer's discretion and with the student's approval, the principal or designee may be present during the interview.

If the law officer finds it necessary to remove the student from school, the principal or designee shall first ascertain the reason for such action. Upon releasing the student, the principal or designee shall immediately attempt to inform the student's parent/guardian.

Personnel responsible for releasing a student from school custody shall exercise extreme diligence to prevent such release to any unauthorized or unidentified person.

(cf. 5142 - Safety)

Subpoenas

Although subpoenas may legally be served at school, the Board believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. In these situations, steps should be taken to ensure a minimum of embarrassment or loss of class time for the student.

Legal Reference:
EDUCATION CODE
44807 Duty concerning conduct of pupils
48264 Arrest of truants
48265 Delivery of truant

48902 Notice to law authorities

48906 Release of minor pupil to peace officers; notice to parent, guardian or relative

48909 Narcotics and other hallucinogenic drugs (re arrest)

PENAL CODE

830-832.8 re peace officers

833-851.85 re arrests

1328 Service of subpoena

CODE OF REGULATIONS, TITLE 5

303 Duty to remain at school

People v. Burton (1971) 6 Cal. 3d 375

In re Donaldson (1969) 269 Cal. App. 2d 509

Baines v. Brady (1953) 122 Cal. App. 2d 957, 960

In the matter of Paul P., 85 Daily Journal D.A.R. 2594

32 Ops. Cal. Atty. Gen. 46 (1958)

34 Ops. Cal. Atty. Gen. 93 (1959)

54 Ops. Cal. Atty. Gen. 96 (1971)

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: October 1, 1997 Antelope, California

Delete

Administrative Regulation

Questioning And Apprehension

AR 5145.11

Students

Questioning on School Grounds

The school shall keep a record of any interviews of students by law officers on school premises. Such records shall include the date and time, name and identifying number of the officer, the agency employing the officer and his/her official capacity, the time when he/she arrived and left, the fact that the principal or designee was or was not present during the interview, the reason for the questioning and/or release, and any other pertinent information.

The school shall fully cooperate with law enforcement officers, however, it is not within the duty or authority of school officials to compel a student to participate in an interview with law enforcement officers.

Apprehension

Police officers, officers of the juvenile court, and other authorized law enforcement officials have an absolute right to enter a school to take a student into custody or to make an arrest of a student.

If a minor student is removed from school into the custody of a peace officer, the principal or designee shall immediately notify the parent/guardian or responsible relative regarding the student's release and the place to which he/she is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse or neglect, or when the officer requests the student's parent/guardian not be notified by the principal or designee. In these cases, the officer then has the responsibility of parent/guardian notification. (Education Code 48906)

The principal or designee shall record the time(s) of contact or attempted contact with the parent/guardian.

If the student is suspected of being a victim of child abuse, the Superintendent or designee shall give the telephone number and address of the student's parent/guardian to the law enforcement officer, and the officer then has the responsibility of immediately notifying the parent/guardian. (Education Code 48906)

(cf. 5141.4 - Child Abuse Reporting Procedures)

The Superintendent or designee shall immediately be notified of the student's removal. This initial verbal notice will be followed by a written report by the principal or designee and shall include the date and time of arrest, the identity, badge number and official capacity of the officer

and the reason for release.

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: October 1, 1997 Antelope, California

Add

Students

E 5145.11

QUESTIONING AND APPREHENSION BY LAW ENFORCEMENT

Note: In December 2009, the 9th Circuit Court of Appeals held in Greene v. Camreta that an interview of a student at school by a social worker and deputy sheriff, regarding allegations of sexual abuse by the student's father, violated her Fourth Amendment right against unreasonable "seizure" (i.e., questioning by law enforcement). According to the court, the social worker and sheriff could not question the student, absent exigent circumstances or without obtaining a warrant, court order, or parent/guardian consent. The applicability of this case to questioning of students by law enforcement in California school districts is unclear. It is likely that an appeal will be filed requesting that the U.S. Supreme Court review the decision; in the meantime, districts should proceed cautiously to avoid possible liability.

Although it is the responsibility of law enforcement, not district personnel, to determine if the questioning is lawful, the following sample form may be used by the district when acquiescing to such interviews. Law enforcement should be asked to complete the form prior to allowing the interview to proceed and the form should be placed in a record, separate from the student's educational record. If law enforcement refuses to complete the form, district legal counsel should be consulted; see the accompanying policy.

QUESTIONING OF STUDENTS BY LAW ENFORCEMENT

Instructions to law enforcement: In response to the decision of the 9th Circuit Court of Appeals in Greene v. Camreta, the Center Joint Unified School District requests that law enforcement officials provide the information below prior to interviewing a district student on school grounds as part of an investigation. Failure to provide this information or satisfy the criteria below may result in the principal or designee's refusal to allow the interview to proceed. Your cooperation is appreciated.

Please indicate, by checking the box below, the authority upon which this student interview is based:

- ☐ Parent/guardian consent
- ☐ Court order or warrant
- ☐ Exigent circumstances

Name of Interviewer and Badge Number

Student's Name

Interviewer Signature

Date of Interview

Name of Agency

Name of School Official Receiving Form

Exhibit
version:

CSBA MANUAL MAINTENANCE SERVICE
March 2010

NONDISCRIMINATION/HARASSMENT

Note: The following optional policy reflects the provisions of Title VI (42 USC 2000d-2000e-17) and Title IX (20 USC 1681-1688) which prohibit discrimination based on race, color, national origin, or sex and Education Code 220 which prohibits discrimination on the basis of actual or perceived disability, gender, nationality, race or ethnicity, religion, color, or sexual orientation.

Education Code 260 prohibits discrimination on the basis of both sex and gender. Education Code 210.7 provides that "gender" means "sex" and includes a person's gender identity and gender-related appearance and behavior, whether or not stereotypically associated with the person's sex at birth. Therefore, California law prohibits discrimination against transgender and gender nonconforming students.

Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities.

The Governing Board desires to ensure equal opportunities for all students in admission and access to the district's educational programs, guidance and counseling programs, athletic programs, testing procedures, and other activities. 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.

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

(cf. 5145.9 - Hate-Motivated Behavior)

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

(cf. 6164.6 - Identification and Education Under Section 504)

The Board prohibits discrimination, intimidation, or harassment of any student by any employee, student, or other person in the district. Prohibited harassment includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the purpose or effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects the student's educational opportunities.

School staff and volunteers shall carefully guard against segregation, bias, and stereotyping in the delivery of services, including, but not limited to, instruction, guidance, and supervision.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

NONDISCRIMINATION/HARASSMENT (continued)

Note: Education Code 210.7 and 260 prohibit discrimination on the basis of sexual orientation and on the basis of a person's actual or perceived gender. To protect a student from such discrimination, the district may need to consider additional protections that might be necessary to help ensure student safety and civility. Examples of the types of actions that may be taken include allowing a student to dress in accordance with the gender identity the student consistently uses at school, directing staff and students to address the student by a preferred name or pronoun, or providing a student with adequate access to appropriate facilities, such as restrooms. However, each situation will need to be analyzed on a case-by-case basis to determine the most appropriate course of action to meet the safety needs of the student.

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Note: Policies related to discrimination or harassment must be consistent with First Amendment rights to free speech. Education Code 48950 provides that no district with one or more high schools shall make or enforce any rule subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved.

Students who engage in discrimination or harassment in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in harassment or prohibited discrimination shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
 (cf. 4119.21/4219.21/4319.21- Professional Standards)
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
 (cf. 5131 - Conduct)
 (cf. 5144 - Discipline)
 (cf. 5144.1 - Suspension and Expulsion/Due Process)
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Grievance Procedures

Note: Pursuant to 34 CFR 104.7 and 106.8, the district is required to designate the person(s) responsible for the overall implementation of the requirements of Title IX and Section 504, which prohibit discrimination on the bases of sex and disability. In its January 1999 Notice of Non-Discrimination, the U.S. Department of Education's Office for Civil Rights states that it is acceptable for the district to identify such designated person(s) by position title(s) rather than by name. This individual may be the same person designated in the district's Uniform Complaint Procedures to ensure compliance with specified programs and to receive complaints; see AR 1312.3 - Uniform Complaint Procedures. In addition, districts may designate more than one person to receive complaints (e.g., one person at each high school).

NONDISCRIMINATION/HARASSMENT (continued)

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

Chief Administrative Officer
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6413

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

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

Note: Site-level grievance procedures for investigation of sexual harassment claims are detailed in AR 5145.7 - Sexual Harassment. The following paragraph provides for the application of those procedures to the investigation of other claims of harassment or discrimination. Districts that wish to use other such procedures should modify the following paragraph accordingly.

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.

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination or harassment, and the resources that are available to students who feel that they have been the victim of discrimination or harassment. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

Legal Reference continued: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

48950 Freedom of speech

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

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

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

Notice of Non-Discrimination, January 1999

WEB SITES

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

California Safe Schools Coalition: <http://www.casafeschools.org>

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

First Amendment Center: <http://www.firstamendment.org>

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Board Policy

Nondiscrimination/Harassment

BP 5145.3

Students

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.

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

(cf. 5145.9 - Hate-Motivated Behavior)

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

(cf. 6164.6 - Identification and Education under Section 504)

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.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

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.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 5145.7 - Sexual Harassment)

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.

(cf. 4118 - Suspension/Disciplinary Action)

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

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

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

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

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**

**(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)**

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.

Legal Reference:

EDUCATION CODE

**200-262.4 Prohibition of discrimination on the basis of sex, especially:
221.5 Prohibited sex discrimination
221.7 School-sponsored athletic programs; prohibited sex discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
49020-49023 Athletic programs
51006-51007 Equitable access to technological education programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials**

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4621 District policies and procedures

4622 Notice requirements

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

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

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

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

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

OFFICE OF CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January, 1999

Racial Incidents and Harassment Against Students at Educational Institutions; Investigative Guidance, 59 FR 47, March, 1994

WEB SITES

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

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

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: June 23, 2004 Antelope, California

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept/Site: Business Department

Date: 06/16/10

Action Item X

To: Board of Trustees

Information Item

From: Jeanne Bess 
Director of Fiscal Services

Attached Page

SUBJECT: Public Hearing and Authorization Tier III Categorical Funding Flexibility Transfer For FY 2010/11

To take advantage of the flexibility provisions described in the 2009/10 Budget Act, school districts have the ability to transfer all "Tier III" categorical programs for "any educational purpose to the extent permitted by federal and state law". The flexibility to transfer funds from these programs is authorized for five years from the current year through 2012/13. The Tier III programs for Center Unified are:

Resource	Program	Budget Amount	Transfer Amt
0000	Supplemental Hourly Programs	\$72,250	\$0.00
0020/1200	Morgan-Hart Class Size Reduction	\$126,903	\$126,903
0024/6205	Deferred Maintenance	\$196,702	\$196,702
0028/6285	Community Based Tutoring Grant	\$17,834	\$0.00
0031/6405	School Safety Block Grant	\$69,280	\$69,280
0032/6760	Arts and Music Block Grant	\$76,014	\$76,014
0033/7055	CAHSEE Intervention Grants	\$48,934	\$0.00
0034/7080	Counselors, Grades 7-12	\$165,082	\$0.00
0036/7140	Gifted and Talented Education (GATE)	\$34,417	\$0.00
0037/7156	Instructional Materials Fund	\$297,100	\$277,100
0040/7271	PAR	\$20,566	\$20,566
0049/7390	Pupil Retention Block Grant	\$134,398	\$116,425
0052/7393	Professional Development Block Grant	\$146,252	\$0.00
0053/7394	Targeted Instructional Improvement Block Grant	\$146,252	\$146,252
0054/7395	School & Library Improvement Block Grant	\$315,653	\$0.00

The fiscal impact of this action would shift the funds in these programs from restricted to unrestricted purposes. All funds will be used to support current core programs. The amounts listed are based on estimated awards.

RECOMMENDATION: To approve the transfer of the above restricted programs to be used for unrestricted purposes.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept/Site: Business Department

Date: 6/16/10

Action Item X

To: Board of Trustees

Information Item

From: Jeanne Bess 
Director of Fiscal Services

Attached Page

SUBJECT:

**Adopted Budget
For Fiscal Year 2010/11**

**Jeanne Bess, Director of Fiscal Services is presenting the
2010/11 Budget report for adoption.**

**RECOMMENDATION: To adopt the fiscal year 2010/11 budget
as presented.**

CENTER UNIFIED SCHOOL DISTRICT

8408 Watt Avenue
Antelope, CA 95843



SCOTT LOEHR
SUPERINTENDENT

2010/11 Adopted Budget

Governing Board

Libby Williams, President

Donald Wilson

Matthew Friedman

Gary Blenner

Nancy Anderson

PREPARED BY

Jeanne Bess, Director of Fiscal Services

Center Joint Unified School District

**To: Board of Trustees
 Scott Loehr, Superintendent**

From: Jeanne Bess, Director of Fiscal Services

Date: June 16, 2010

Subject: Assumptions Used for the Budget Adoption for 2010/11

No significant changes in the 2009/10 budget have been made since second interim. All budgets were reviewed for potential funds that would increase the ending fund balance. These undesignated funds would be used during the 2010/11 fiscal year.

The Budget for the 2010/11 fiscal year was built on the following assumptions.

- a. The budget year COLA of -0.39% was used to calculate our revenue limit base and then reduced by the 18.3557% deficit for the budget year.**
- b. A new on-going reduction of 3.85% was calculated on the undeficit base revenue limit. This reduction amounted to \$1.169 million.**
- c. ADA was based on prior year P-2 due to declining enrollment.**
- d. All reclassified categorical programs have been budgeted as unrestricted funds. For the District this includes the following.**
 - a. Morgan Hart 9th grade CSR**
 - b. Pupil Retention Block Grant**
 - c. GATE**
 - d. Professional Development Block Grant**
 - e. PAR**
 - f. School Safety and Violence Prevention**
 - g. Adult Education**
 - h. Deferred Maintenance**
 - i. Arts and Music Grant**
 - j. Supplemental Secondary Counseling**
 - k. Instructional Materials**
 - l. School & Library Improvement Program**
 - m. Targeted Instruction Improvement Grant**
 - n. Community Based English Tutoring**
- e. The K-3 CSR award has been reduced to compensate for the expected penalty for maintaining class size at 22:1 rather than 20.44:1.**
- f. State stimulus money is expected to be fully expended at year end closing. (An exception to that may be in the area of Special Education and Title I funds).**

- g. Contributions to Deferred Maintenance and Instructional Materials were reduced.**
- h. The transfer from the general fund to Routine Repair and Maintenance budget was reduced from 3% of total general fund expenditures to 2%.**

For the multi-year projection that covers fiscal years 2011/12 and 2012/13, the following assumptions were used.

- a. The COLA's for each of the out years has been used as recommended by School Services at 2.1% and 2.4% respectively. If the COLA is not awarded, deeper reductions will need to be made such as staffing and/or step & column awards, furlough days, etc. Those reductions are subject to negotiation with the collective bargaining units.**
- b. The Deficit remained steady at 18.355% for both years.**
- c. The additional reduction of the 3.85% on the undeficit base revenue limit continues.**
- d. ADA was decreased by 56 students for 2011/12 and 25 for 2012/13.**
- e. Federal revenues were held steady. No new stimulus funds are expected in the multi year projection.**
- f. State funds were reduced to reflect the anticipated penalty for maintaining K-3 CSR at 30:1. For fiscal year 2012/13, a total loss of funding is anticipated due to class size increases and the loss of flexibility. Local funds were reduced slightly.**
- g. Certificated salary adjustments in 2011/12 reflect the layoff of 31 FTE in the area of CSR at both K-3 and Morgan Hart Grade 9 (class size of 30:1) and the realignment of staff to student ratio district wide. The average salary of a certificated FTE was figured at \$66,000 plus \$14,617 in taxes and benefits. Other areas of salary adjustments could include the suspension of step and column, furlough days or salary roll backs. Many items are subject to negotiation. Fiscal year 2012/13 still needs further reductions due to the loss of all CSR funding and declining enrollment.**
- h. No increase was projected in the District's contributions for health and welfare in the 2011/12 or 2012/13 multi-year projection.**
- i. Site and Department budgets were adjusted as needed from 2009/10 levels.**
- j. The contribution to Routine Maintenance was held at 2% of General Fund expenditures for fiscal years 2011/12 and 2012/13.**
- k. A strict hiring freeze will continue unless legally required.**

In summary, the 2010/11 budget takes into account all known information as of the release of the Governor's May revised state budget.

Fund 09

The fund consists of two charter schools that operate within the district. Antelope View Charter School (AVCS) is an independent study charter school and Global Youth (GY) is a site-based charter school.

AVCS' revenues were based on School Services' per ADA projections as of the Governor's May revised budget. The budget was based on the P-2 ADA of 169. Categorical Block Grant funds were calculated at \$399 per ADA, Lottery at \$111 and restricted Lottery at \$14.50 per ADA. The 3% indirect was calculated on total revenues (not restricted) budgeted.

Any growth in the ADA for AVCS will be adjusted once school begins in August.

GY's P-2 ADA of 95.06 was the basis for 2010/11 revenues. The same assumptions were made as with AVCS for Lottery, taxes, and categorical block grant revenues.

Expenditures were calculated with existing staff. The 3% indirect was calculated on total revenues. GY is a growing charter school and I anticipate an adjustment to their budget in a positive direction once school begins in August.

Fund 11

Adult Education fund received a pass through from the General fund to meet its operating expenses as a result of the reclassification of the program from restricted to unrestricted resource status. Once the books are closed for fiscal year 2009/10, if the pass through from the General Fund is not necessary the pass through will be reversed at first interim.

Fund 13

The Cafeteria fund reflects the change in the district's demographics allowing for increased participation in the Federal and State free and reduced nutrition program. Federal revenues were increased due to the increased participation in the program.

No additions were made to staffing levels. Other costs were adjusted to reflect current year expenditures.

Fund 17

The Special Reserve fund is projected to end 2009/10 with a balance that exceeds \$2,414,000. Of that, approximately \$1.302 million is held in reserve to cover the shortfall in Fund 25, Developer Fee fund. To fully reserve the general fund, a contribution of \$1.01 million was built into the budget. Approximately \$158,000 remains undesignated in Fund 17.

Fund 21

This fund accounts for all our expenses relating to bond projects. No new bond sales are anticipated for fiscal year 2010/11. Funds that remain after the close of the stadium project at the high school will be considered for future projects.

Fund 35

This fund accounts for our hardship planning dollars for the future elementary school when the need arises. No major expenses are planned during the 2010/11 fiscal year.

			2009-10 Estimated Actuals			2010-11 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) Revenue Limit Sources		8010-8099	23,043,828.00	1,081,296.00	24,125,124.00	22,044,799.00	1,303,084.00	23,347,883.00	-3.2%
2) Federal Revenue		8100-8299	1,856.00	4,770,432.00	4,772,288.00	0.00	2,423,393.00	2,423,393.00	-49.2%
3) Other State Revenue		8300-8599	4,227,243.00	1,128,030.00	5,355,273.00	4,006,018.00	1,068,880.00	5,074,898.00	-5.2%
4) Other Local Revenue		8600-8799	474,377.94	1,900,714.00	2,375,091.94	405,000.00	1,883,838.00	2,288,838.00	-3.6%
5) TOTAL, REVENUES			27,747,304.94	8,880,472.00	36,627,776.94	26,455,817.00	6,679,195.00	33,135,012.00	-9.5%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	14,272,275.00	5,018,128.00	19,290,403.00	14,138,338.00	3,595,249.00	17,733,587.00	-8.1%
2) Classified Salaries		2000-2999	3,523,088.00	2,883,754.00	6,406,842.00	3,384,873.00	2,725,853.00	6,110,726.00	-4.6%
3) Employee Benefits		3000-3999	4,716,944.00	2,335,426.00	7,052,370.00	4,597,487.00	1,905,572.00	6,503,059.00	-7.8%
4) Books and Supplies		4000-4999	574,035.93	1,648,331.50	2,222,367.43	483,054.00	803,319.00	1,286,373.00	-42.1%
5) Services and Other Operating Expenditures		5000-5999	3,291,732.01	853,525.50	4,145,257.51	2,994,062.00	854,251.00	3,848,313.00	-7.2%
6) Capital Outlay		6000-6999	0.00	26,421.00	26,421.00	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299							
		7400-7499	328,761.00	175,576.00	504,337.00	324,465.00	115,000.00	439,465.00	-12.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(193,122.00)	73,566.00	(119,556.00)	(221,424.00)	94,236.00	(127,188.00)	6.4%
9) TOTAL, EXPENDITURES			26,513,713.94	13,014,728.00	39,528,441.94	25,700,855.00	10,093,480.00	35,794,335.00	-9.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,233,591.00	(4,134,256.00)	(2,900,665.00)	754,962.00	(3,414,285.00)	(2,659,323.00)	-8.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	100,000.00	0.00	100,000.00	1,010,000.00	0.00	1,010,000.00	910.0%
b) Transfers Out		7600-7629	65,194.00	100,000.00	165,194.00	76,037.00	0.00	76,037.00	-54.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(1,804,503.00)	2,364,503.00	560,000.00	(3,414,284.00)	3,414,284.00	0.00	-100.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,769,697.00)	2,264,503.00	494,806.00	(2,480,321.00)	3,414,284.00	933,963.00	88.8%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(536,106.00)	(1,869,753.00)	(2,405,859.00)	(1,725,359.00)	(1.00)	(1,725,360.00)	-28.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,487,236.47	2,433,590.81	5,920,827.28	2,951,130.47	563,837.81	3,514,968.28	-40.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,487,236.47	2,433,590.81	5,920,827.28	2,951,130.47	563,837.81	3,514,968.28	-40.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,487,236.47	2,433,590.81	5,920,827.28	2,951,130.47	563,837.81	3,514,968.28	-40.6%
2) Ending Balance, June 30 (E + F1e)			2,951,130.47	563,837.81	3,514,968.28	1,225,771.47	563,836.81	1,789,608.28	-49.1%
Components of Ending Fund Balance									
a) Reserve for									
Revolving Cash		9711	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
Stores		9712	39,302.45	0.00	39,302.45	39,302.45	0.00	39,302.45	0.0%
Prepaid Expenditures		9713	78,876.16	4,926.45	83,802.61	83,802.61	0.00	83,802.61	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	556,356.36	556,356.36	0.00	563,836.81	563,836.81	1.3%
b) Designated Amounts									
Designated for Economic Uncertainties		9770	1,190,810.00	0.00	1,190,810.00	1,076,112.00	0.00	1,076,112.00	-9.6%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Undesignated Amount		9790	1,632,141.86	2,555.00	1,634,696.86				
d) Unappropriated Amount		9790				16,554.41	0.00	16,554.41	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	4,619,705.20	(4,134,058.78)	485,646.42				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	10,000.00	0.00	10,000.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	687,322.82	226,137.85	913,460.67				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	39,302.45	0.00	39,302.45				
7) Prepaid Expenditures		9330	78,876.16	4,926.45	83,802.61				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Fixed Assets		9400							
10) TOTAL, ASSETS			5,435,206.63	(3,902,994.48)	1,532,212.15				
H. LIABILITIES									
1) Accounts Payable		9500	2,275,359.36	70,348.13	2,345,707.49				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	2,790,000.00	0.00	2,790,000.00				
5) Deferred Revenue		9650	0.00	0.00	0.00				
6) Long-Term Liabilities		9660							
7) TOTAL, LIABILITIES			5,065,359.36	70,348.13	5,135,707.49				
I. FUND EQUITY									
Ending Fund Balance, June 30 (G10 - H7)			369,847.27	(3,973,342.61)	(3,603,495.34)				

			2009-10 Estimated Actuals			2010-11 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
REVENUE LIMIT SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	17,814,017.00	0.00	17,814,017.00	17,368,267.00	0.00	17,368,267.00	-2.5%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	62,704.00	0.00	62,704.00	62,704.00	0.00	62,704.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	4,798,295.00	0.00	4,798,295.00	4,824,995.00	0.00	4,824,995.00	0.6%
Unsecured Roll Taxes		8042	398,011.00	0.00	398,011.00	187,611.00	0.00	187,611.00	-52.9%
Prior Years' Taxes		8043	160,030.00	0.00	160,030.00	408,134.00	0.00	408,134.00	155.0%
Supplemental Taxes		8044	352,600.00	0.00	352,600.00	37,300.00	0.00	37,300.00	-89.4%
Education Revenue Augmentation Fund (ERAF)		8045	703,900.00	0.00	703,900.00	708,200.00	0.00	708,200.00	0.6%
Supplemental Educational Revenue Augmentation Fund (SERAF)		8046	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			24,289,557.00	0.00	24,289,557.00	23,597,211.00	0.00	23,597,211.00	-2.9%
Revenue Limit Transfers									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(1,081,296.00)		(1,081,296.00)	(1,303,084.00)		(1,303,084.00)	20.5%
Continuation Education ADA Transfer	2200	8091		0.00	0.00		0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Special Education ADA Transfer	6500	8091		1,081,296.00	1,081,296.00		1,303,084.00	1,303,084.00	20.5%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	141,549.00	0.00	141,549.00	82,914.00	0.00	82,914.00	-41.4%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(305,982.00)	0.00	(305,982.00)	(332,242.00)	0.00	(332,242.00)	8.6%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			23,043,828.00	1,081,296.00	24,125,124.00	22,044,799.00	1,303,084.00	23,347,883.00	-3.2%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	1,742,501.00	1,742,501.00	0.00	920,725.00	920,725.00	-47.2%
Special Education Discretionary Grants		8182	0.00	133,904.00	133,904.00	0.00	66,622.00	66,622.00	-50.2%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290		2,633,082.00	2,633,082.00		1,252,290.00	1,252,290.00	-52.4%
Vocational and Applied Technology Education	3500-3699	8290		43,753.00	43,753.00		39,294.00	39,294.00	-10.2%
Safe and Drug Free Schools	3700-3799	8290		17,171.00	17,171.00		0.00	0.00	-100.0%
JTPA / WIA	5600-5625	8290		0.00	0.00		0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	1,856.00	200,021.00	201,877.00	0.00	144,462.00	144,462.00	-28.4%
TOTAL, FEDERAL REVENUE			1,856.00	4,770,432.00	4,772,288.00	0.00	2,423,393.00	2,423,393.00	-49.2%

			2009-10 Estimated Actuals			2010-11 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
OTHER STATE REVENUE									
Other State Apportionments									
Community Day School Additional Funding									
Current Year	2430	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	2430	8319		0.00	0.00		0.00	0.00	0.0%
ROC/P Entitlement									
Current Year	6355-6360	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6355-6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
Home-to-School Transportation	7230	8311		222,877.00	222,877.00		222,447.00	222,447.00	-0.2%
Economic Impact Aid	7090-7091	8311		503,113.00	503,113.00		501,201.00	501,201.00	-0.4%
Spec. Ed. Transportation	7240	8311		39,760.00	39,760.00		39,683.00	39,683.00	-0.2%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	8,855.00	758.00	9,613.00	0.00	0.00	0.00	-100.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	1,533,672.00	0.00	1,533,672.00	1,451,449.00	0.00	1,451,449.00	-5.4%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	532,827.00	58,479.00	591,306.00	516,940.00	63,526.00	580,466.00	-1.8%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources									
		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Instructional Materials	7155, 7156, 7157, 7158, 7160, 7170	8590		0.00	0.00		0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590		4,800.00	4,800.00		3,000.00	3,000.00	-37.5%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,151,889.00	298,243.00	2,450,132.00	2,037,629.00	239,023.00	2,276,652.00	-7.1%
TOTAL, OTHER STATE REVENUE			4,227,243.00	1,128,030.00	5,355,273.00	4,006,018.00	1,068,880.00	5,074,898.00	-5.2%

			2009-10 Estimated Actuals			2010-11 Budget			
		Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Description	Resource Codes								
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-Revenue									
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	290.00	0.00	290.00	0.00	0.00	0.00	-100.0%
Leases and Rentals		8650	164,486.00	0.00	164,486.00	165,000.00	0.00	165,000.00	0.3%
Interest		8660	195,000.00	0.00	195,000.00	100,000.00	0.00	100,000.00	-48.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	17,768.00	17,768.00	0.00	8,000.00	8,000.00	-55.0%
Transportation Services	7230, 7240	8677		0.00	0.00		0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Local Revenue									
Plus: Misc Funds Non-Revenue									
Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From									
Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	114,601.94	0.00	114,601.94	140,000.00	0.00	140,000.00	22.2%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		1,882,946.00	1,882,946.00		1,875,838.00	1,875,838.00	-0.4%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			474,377.94	1,900,714.00	2,375,091.94	405,000.00	1,883,838.00	2,288,838.00	-3.6%
TOTAL, REVENUES			27,747,304.94	8,880,472.00	36,627,776.94	26,455,817.00	6,679,195.00	33,135,012.00	-9.5%

			2009-10 Estimated Actuals			2010-11 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	12,436,037.00	4,681,265.00	17,117,302.00	12,472,902.00	3,234,167.00	15,707,069.00	-8.2%
Certificated Pupil Support Salaries		1200	576,060.00	176,611.00	752,671.00	462,114.00	198,042.00	660,156.00	-12.3%
Certificated Supervisors' and Administrators' Salaries		1300	1,132,594.00	32,514.00	1,165,108.00	1,146,724.00	37,051.00	1,183,775.00	1.6%
Other Certificated Salaries		1900	127,584.00	127,738.00	255,322.00	56,598.00	125,989.00	182,587.00	-28.5%
TOTAL, CERTIFICATED SALARIES			14,272,275.00	5,018,128.00	19,290,403.00	14,138,338.00	3,595,249.00	17,733,587.00	-8.1%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	50,303.00	1,527,856.00	1,578,159.00	40,053.00	1,434,367.00	1,474,420.00	-6.6%
Classified Support Salaries		2200	1,492,376.00	808,919.00	2,301,295.00	1,422,912.00	820,957.00	2,243,869.00	-2.5%
Classified Supervisors' and Administrators' Salaries		2300	310,747.00	215,183.00	525,930.00	307,620.00	216,229.00	523,849.00	-0.4%
Clerical, Technical and Office Salaries		2400	1,523,379.00	309,130.00	1,832,509.00	1,539,670.00	231,690.00	1,771,360.00	-3.3%
Other Classified Salaries		2900	146,283.00	22,666.00	168,949.00	74,618.00	22,610.00	97,228.00	-42.5%
TOTAL, CLASSIFIED SALARIES			3,523,088.00	2,883,754.00	6,406,842.00	3,384,873.00	2,725,853.00	6,110,726.00	-4.6%
EMPLOYEE BENEFITS									
STRS		3101-3102	1,175,667.00	429,994.00	1,605,661.00	1,164,948.00	296,639.00	1,461,587.00	-9.0%
PERS		3201-3202	322,770.00	264,212.00	586,982.00	361,577.00	286,360.00	647,937.00	10.4%
OASDI/Medicare/Alternative		3301-3302	482,349.00	304,237.00	786,586.00	467,962.00	260,604.00	728,566.00	-7.4%
Health and Welfare Benefits		3401-3402	2,054,322.00	1,051,386.00	3,105,708.00	1,930,714.00	805,176.00	2,735,890.00	-11.9%
Unemployment Insurance		3501-3502	54,184.00	25,048.00	79,232.00	126,723.00	45,493.00	172,216.00	117.4%
Workers' Compensation		3601-3602	335,296.00	158,110.00	493,406.00	314,841.00	113,292.00	428,133.00	-13.2%
OPEB, Allocated		3701-3702	50,303.00	302.00	50,605.00	0.00	0.00	0.00	-100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	50,000.00	0.00	50,000.00	New
PERS Reduction		3801-3802	141,549.00	0.00	141,549.00	82,914.00	0.00	82,914.00	-41.4%
Other Employee Benefits		3901-3902	100,504.00	102,137.00	202,641.00	97,808.00	98,008.00	195,816.00	-3.4%
TOTAL, EMPLOYEE BENEFITS			4,716,944.00	2,335,426.00	7,052,370.00	4,597,487.00	1,905,572.00	6,503,059.00	-7.8%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	23,077.00	0.00	23,077.00	32,995.00	0.00	32,995.00	43.0%
Books and Other Reference Materials		4200	25,928.00	37,583.00	63,511.00	25,424.00	31,448.00	56,872.00	-10.5%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Materials and Supplies		4300	481,010.93	1,481,789.50	1,962,800.43	385,435.00	744,540.00	1,129,975.00	-42.4%
Noncapitalized Equipment		4400	44,020.00	128,959.00	172,979.00	39,200.00	27,331.00	66,531.00	-61.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			574,035.93	1,648,331.50	2,222,367.43	483,054.00	803,319.00	1,286,373.00	-42.1%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	65,800.00	59,937.50	125,737.50	65,969.00	40,655.00	106,624.00	-15.2%
Dues and Memberships		5300	26,573.00	1,000.00	27,573.00	26,797.00	1,000.00	27,797.00	0.8%
Insurance		5400 - 5450	309,402.00	0.00	309,402.00	310,000.00	0.00	310,000.00	0.2%
Operations and Housekeeping Services		5500	1,021,782.00	0.00	1,021,782.00	1,022,000.00	0.00	1,022,000.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	166,184.51	133,309.00	299,493.51	117,700.00	126,500.00	244,200.00	-18.5%
Transfers of Direct Costs		5710	17,193.00	(17,193.00)	0.00	4,854.00	(4,854.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(3,500.00)	0.00	(3,500.00)	(3,000.00)	0.00	(3,000.00)	-14.3%
Professional/Consulting Services and Operating Expenditures		5800	1,472,021.50	673,804.00	2,145,825.50	1,261,492.00	690,500.00	1,951,992.00	-9.0%
Communications		5900	216,276.00	2,668.00	218,944.00	188,250.00	450.00	188,700.00	-13.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,291,732.01	853,525.50	4,145,257.51	2,994,062.00	854,251.00	3,848,313.00	-7.2%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	10,683.00	10,683.00	0.00	0.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	15,738.00	15,738.00	0.00	0.00	0.00	-100.0%
TOTAL, CAPITAL OUTLAY			0.00	26,421.00	26,421.00	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	11,226.00	11,226.00	0.00	15,000.00	15,000.00	33.6%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	45,000.00	164,350.00	209,350.00	95,000.00	100,000.00	195,000.00	-6.9%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	16,105.00	0.00	16,105.00	15,898.00	0.00	15,898.00	-1.3%
Other Debt Service - Principal		7439	267,656.00	0.00	267,656.00	213,567.00	0.00	213,567.00	-20.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			328,761.00	175,576.00	504,337.00	324,465.00	115,000.00	439,465.00	-12.9%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(73,566.00)	73,566.00	0.00	(94,236.00)	94,236.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(119,556.00)	0.00	(119,556.00)	(127,188.00)	0.00	(127,188.00)	6.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(193,122.00)	73,566.00	(119,556.00)	(221,424.00)	94,236.00	(127,188.00)	6.4%
TOTAL, EXPENDITURES			26,513,713.94	13,014,728.00	39,528,441.94	25,700,855.00	10,093,480.00	35,794,335.00	-9.4%

			2009-10 Estimated Actuals			2010-11 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	1,010,000.00	0.00	1,010,000.00	New
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	100,000.00	0.00	100,000.00	0.00	0.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			100,000.00	0.00	100,000.00	1,010,000.00	0.00	1,010,000.00	910.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	65,194.00	100,000.00	165,194.00	76,037.00	0.00	76,037.00	-54.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			65,194.00	100,000.00	165,194.00	76,037.00	0.00	76,037.00	-54.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(2,613,942.00)	2,613,942.00	0.00	(3,414,284.00)	3,414,284.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	809,439.00	(249,439.00)	560,000.00	0.00	0.00	0.00	-100.0%
(e) TOTAL, CONTRIBUTIONS			(1,804,503.00)	2,364,503.00	560,000.00	(3,414,284.00)	3,414,284.00	0.00	-100.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(1,769,697.00)	2,264,503.00	494,806.00	(2,480,321.00)	3,414,284.00	933,963.00	88.8%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	1,508,542.00	1,532,695.00	1.6%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	125,062.00	141,210.00	12.9%
4) Other Local Revenue		8600-8799	14,806.00	2,000.00	-86.5%
5) TOTAL, REVENUES			1,648,410.00	1,675,905.00	1.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	888,023.00	912,270.00	2.7%
2) Classified Salaries		2000-2999	275,237.00	271,416.00	-1.4%
3) Employee Benefits		3000-3999	320,484.00	335,462.00	4.7%
4) Books and Supplies		4000-4999	76,416.00	35,475.00	-53.6%
5) Services and Other Operating Expenditures		5000-5999	84,882.00	22,371.00	-73.6%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	91,171.00	98,911.00	8.5%
9) TOTAL, EXPENDITURES			1,736,213.00	1,675,905.00	-3.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(87,803.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(87,803.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	205,468.60	117,665.60	-42.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			205,468.60	117,665.60	-42.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			205,468.60	117,665.60	-42.7%
2) Ending Balance, June 30 (E + F1e)			117,665.60	117,665.60	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	117,665.60		
d) Unappropriated Amount		9790		117,665.60	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(508,126.25)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	68,522.87		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			(439,603.38)		
H. LIABILITIES					
1) Accounts Payable		9500	20.64		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			20.64		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			(439,624.02)		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
REVENUE LIMIT SOURCES					
Principal Apportionment					
Charter Schools General Purpose Entitlement - State Aid		8015	1,202,560.00	1,200,453.00	-0.2%
State Aid - Prior Years		8019	0.00	0.00	0.0%
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	305,982.00	332,242.00	8.6%
Property Taxes Transfers		8097	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL REVENUE LIMIT SOURCES			1,508,542.00	1,532,695.00	1.6%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	0.00	0.00	0.0%
TOTAL FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
Special Education Transportation	7240	8311	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	25,267.00	33,480.00	32.5%
Instructional Materials	7155, 7156, 7157, 7158, 7160, 7170	8590	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	99,795.00	107,730.00	8.0%
TOTAL, OTHER STATE REVENUE			125,062.00	141,210.00	12.9%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	(710.00)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Transportation Services	7230, 7240	8677	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	15,516.00	2,000.00	-87.1%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			14,806.00	2,000.00	-86.5%
TOTAL, REVENUES			1,648,410.00	1,675,905.00	1.7%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	724,887.00	750,449.00	3.5%
Certificated Pupil Support Salaries		1200	25,000.00	20,000.00	-20.0%
Certificated Supervisors' and Administrators' Salaries		1300	138,136.00	141,821.00	2.7%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL CERTIFICATED SALARIES			888,023.00	912,270.00	2.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	24,097.00	20,206.00	-16.1%
Classified Support Salaries		2200	60,483.00	60,730.00	0.4%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	190,657.00	190,480.00	-0.1%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			275,237.00	271,416.00	-1.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	75,858.00	75,265.00	-0.8%
PERS		3201-3202	26,671.00	29,043.00	8.9%
OASDI/Medicare/Alternative		3301-3302	34,192.00	34,000.00	-0.6%
Health and Welfare Benefits		3401-3402	157,257.00	167,432.00	6.5%
Unemployment Insurance		3501-3502	3,645.00	8,527.00	133.9%
Workers' Compensation		3601-3602	22,861.00	21,195.00	-7.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL EMPLOYEE BENEFITS			320,484.00	335,462.00	4.7%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	16,905.00	0.00	-100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	50,011.00	35,475.00	-29.1%
Noncapitalized Equipment		4400	9,500.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL BOOKS AND SUPPLIES			76,416.00	35,475.00	-53.6%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,288.00	1,370.00	-68.1%
Dues and Memberships		5300	720.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,993.00	7,500.00	-31.8%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	65,731.00	13,401.00	-79.6%
Communications		5900	3,150.00	100.00	-96.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			84,882.00	22,371.00	-73.6%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	91,171.00	98,911.00	8.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			91,171.00	98,911.00	8.5%
TOTAL EXPENDITURES			1,736,213.00	1,675,905.00	-3.5%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,606.00	17,834.00	107.2%
4) Other Local Revenue		8600-8799	22,183.00	30,500.00	37.5%
5) TOTAL REVENUES			30,789.00	48,334.00	57.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	80,703.00	75,308.00	-6.7%
2) Classified Salaries		2000-2999	32,054.00	24,525.00	-23.5%
3) Employee Benefits		3000-3999	24,845.00	28,456.00	14.5%
4) Books and Supplies		4000-4999	11,256.00	8,338.00	-25.9%
5) Services and Other Operating Expenditures		5000-5999	4,300.00	950.00	-77.9%
6) Capital Outlay		6000-6999	10,100.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			163,258.00	137,577.00	-15.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(132,469.00)	(89,243.00)	-32.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	65,194.00	76,037.00	16.6%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	(60,000.00)	0.00	-100.0%
4) TOTAL OTHER FINANCING SOURCES/USES			5,194.00	76,037.00	1363.9%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(127,275.00)	(13,206.00)	-89.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	174,806.32	47,531.32	-72.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			174,806.32	47,531.32	-72.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			174,806.32	47,531.32	-72.8%
2) Ending Balance, June 30 (E + F1e)			47,531.32	34,325.32	-27.8%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	47,531.32		
d) Unappropriated Amount		9790		34,325.32	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	85,584.78		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL ASSETS			85,584.78		
H. LIABILITIES					
1) Accounts Payable		9500	12.82		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL LIABILITIES			12.82		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			85,571.96		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB / IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
Adult Education					
Current Year	6390	8311	0.00	0.00	0.0%
Prior Years	6390	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	8,606.00	0.00	-100.0%
All Other State Revenue		8590	0.00	17,834.00	New
TOTAL, OTHER STATE REVENUE			8,606.00	17,834.00	107.2%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	500.00	500.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	21,683.00	30,000.00	38.4%
Tuition		8710	0.00	0.00	0.0%
TOTAL OTHER LOCAL REVENUE			22,183.00	30,500.00	37.5%
TOTAL REVENUES			30,789.00	48,334.00	57.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	80,703.00	75,308.00	-6.7%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			80,703.00	75,308.00	-6.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	9,493.00	9,965.00	5.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	15,561.00	13,560.00	-12.9%
Other Classified Salaries		2900	7,000.00	1,000.00	-85.7%
TOTAL, CLASSIFIED SALARIES			32,054.00	24,525.00	-23.5%
EMPLOYEE BENEFITS					
STRS		3101-3102	6,553.00	6,214.00	-5.2%
PERS		3201-3202	5,151.00	2,670.00	-48.2%
OASDI/Medicare/Alternative		3301-3302	4,455.00	2,971.00	-33.3%
Health and Welfare Benefits		3401-3402	5,687.00	14,245.00	150.5%
Unemployment Insurance		3501-3502	335.00	721.00	115.2%
Workers' Compensation		3601-3602	2,105.00	1,635.00	-22.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	559.00	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			24,845.00	28,456.00	14.5%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	585.00	0.00	-100.0%
Materials and Supplies		4300	10,671.00	8,338.00	-21.9%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,256.00	8,338.00	-25.9%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	650.00	750.00	15.4%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,000.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	500.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	500.00	100.00	-80.0%
Communications		5900	650.00	100.00	-84.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,300.00	950.00	-77.9%
CAPITAL OUTLAY					
Land		6100	10,100.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			10,100.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			163,258.00	137,577.00	-15.7%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	65,194.00	76,037.00	16.6%
(a) TOTAL, INTERFUND TRANSFERS IN			65,194.00	76,037.00	16.6%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	(60,000.00)	0.00	-100.0%
(e) TOTAL, CONTRIBUTIONS			(60,000.00)	0.00	-100.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			5,194.00	76,037.00	1363.9%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	729,680.00	726,907.00	-0.4%
4) Other Local Revenue		8600-8799	7,200.00	4,250.00	-41.0%
5) TOTAL, REVENUES			736,880.00	731,157.00	-0.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	885.00	New
5) Services and Other Operating Expenditures		5000-5999	673,321.00	701,995.00	4.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	28,385.00	28,277.00	-0.4%
9) TOTAL, EXPENDITURES			701,706.00	731,157.00	4.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			35,174.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	35,174.00	0.00	-100.0%
b) Transfers Out		7600-7629	35,174.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			35,174.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	33,594.45	68,768.45	104.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			33,594.45	68,768.45	104.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			33,594.45	68,768.45	104.7%
2) Ending Balance, June 30 (E + F1e)			68,768.45	68,768.45	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	68,768.45		
d) Unappropriated Amount		9790		68,768.45	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	186,771.67		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			186,771.67		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			186,771.67		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	729,680.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6055-6056	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	726,907.00	New
TOTAL, OTHER STATE REVENUE			729,680.00	726,907.00	-0.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	7,200.00	4,250.00	-41.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,200.00	4,250.00	-41.0%
TOTAL, REVENUES			736,880.00	731,157.00	-0.8%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	885.00	New
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	885.00	New

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	673,321.00	701,995.00	4.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			673,321.00	701,995.00	4.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	28,385.00	28,277.00	-0.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			28,385.00	28,277.00	-0.4%
TOTAL EXPENDITURES			701,706.00	731,157.00	4.2%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	35,174.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			35,174.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	35,174.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			35,174.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	886,835.00	933,691.00	5.3%
3) Other State Revenue		8300-8599	107,250.00	82,966.00	-22.6%
4) Other Local Revenue		8600-8799	609,751.00	445,657.00	-26.9%
5) TOTAL, REVENUES			1,603,836.00	1,462,314.00	-8.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	598,221.00	592,222.00	-1.0%
3) Employee Benefits		3000-3999	238,701.00	247,786.00	3.8%
4) Books and Supplies		4000-4999	732,651.83	575,296.00	-21.5%
5) Services and Other Operating Expenditures		5000-5999	50,762.17	47,010.00	-7.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,620,336.00	1,462,314.00	-9.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(16,500.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(16,500.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	127,963.78	111,463.78	-12.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			127,963.78	111,463.78	-12.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			127,963.78	111,463.78	-12.9%
2) Ending Balance, June 30 (E + F1e)			111,463.78	111,463.78	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	550.00	0.00	-100.0%
Stores		9712	32,068.10	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	78,845.68		
d) Unappropriated Amount		9790		111,463.78	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(91,395.62)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	550.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	179.35		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	32,068.10		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			(58,598.17)		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			(58,598.17)		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
REVENUE LIMIT SOURCES					
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Child Nutrition Programs		8220	880,757.00	933,691.00	6.0%
Other Federal Revenue (incl. ARRA)		8290	6,078.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			886,835.00	933,691.00	5.3%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	107,250.00	82,966.00	-22.6%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			107,250.00	82,966.00	-22.6%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	608,251.00	445,157.00	-26.8%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,000.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	500.00	500.00	0.0%
TOTAL, OTHER LOCAL REVENUE			609,751.00	445,657.00	-26.9%
TOTAL, REVENUES			1,603,836.00	1,462,314.00	-8.8%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	505,350.00	499,635.00	-1.1%
Classified Supervisors' and Administrators' Salaries		2300	64,630.00	66,314.00	2.6%
Clerical, Technical and Office Salaries		2400	28,241.00	26,273.00	-7.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			598,221.00	592,222.00	-1.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	48,184.00	63,349.00	31.5%
OASDI/Medicare/Alternative		3301-3302	45,879.00	45,317.00	-1.2%
Health and Welfare Benefits		3401-3402	124,263.00	110,302.00	-11.2%
Unemployment Insurance		3501-3502	1,840.00	4,270.00	132.1%
Workers' Compensation		3601-3602	11,527.00	10,585.00	-8.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	7,008.00	13,963.00	99.2%
TOTAL EMPLOYEE BENEFITS			238,701.00	247,786.00	3.8%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	76,347.83	75,000.00	-1.8%
Noncapitalized Equipment		4400	54,078.00	45,000.00	-16.8%
Food		4700	602,226.00	455,296.00	-24.4%
TOTAL BOOKS AND SUPPLIES			732,651.83	575,296.00	-21.5%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,660.00	1,160.00	-68.3%
Dues and Memberships		5300	4,000.00	4,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	29,902.17	28,650.00	-4.2%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	3,000.00	3,000.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	10,000.00	10,000.00	0.0%
Communications		5900	200.00	200.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			50,762.17	47,010.00	-7.4%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,620,336.00	1,462,314.00	-9.8%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	196,702.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	25,000.00	26,668.00	6.7%
5) TOTAL REVENUES			221,702.00	26,668.00	-88.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	294,778.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	140,518.00	126,668.00	-9.9%
6) Capital Outlay		6000-6999	123,822.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			559,118.00	126,668.00	-77.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(337,416.00)	(100,000.00)	-70.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	(500,000.00)	0.00	-100.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(500,000.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(837,416.00)	(100,000.00)	-88.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	937,416.91	100,000.91	-89.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			937,416.91	100,000.91	-89.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			937,416.91	100,000.91	-89.3%
2) Ending Balance, June 30 (E + F1e)			100,000.91	0.91	-100.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	100,000.91		
d) Unappropriated Amount		9790		0.91	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,216,850.09		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			1,216,850.09		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			1,216,850.09		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER STATE REVENUE					
Deferred Maintenance Allowance		8540	0.00	0.00	0.0%
All Other State Revenue		8590	196,702.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			196,702.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	25,000.00	26,668.00	6.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			25,000.00	26,668.00	6.7%
TOTAL, REVENUES			221,702.00	26,668.00	-88.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	284,300.00	0.00	-100.0%
Noncapitalized Equipment		4400	10,478.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			294,778.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	139,043.00	126,668.00	-8.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,475.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			140,518.00	126,668.00	-9.9%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	16,000.00	0.00	-100.0%
Equipment Replacement		6500	107,822.00	0.00	-100.0%
TOTAL, CAPITAL OUTLAY			123,822.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			559,118.00	126,668.00	-77.3%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From General, Special Reserve, & Building Funds		8915	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	(500,000.00)	0.00	-100.0%
(e) TOTAL, CONTRIBUTIONS			(500,000.00)	0.00	-100.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			(500,000.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	120,000.00	56,058.00	-53.3%
5) TOTAL, REVENUES			120,000.00	56,058.00	-53.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			120,000.00	56,058.00	-53.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	1,010,000.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(1,010,000.00)	New

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			120,000.00	(953,942.00)	-895.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,294,540.81	2,414,540.81	5.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,294,540.81	2,414,540.81	5.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,294,540.81	2,414,540.81	5.2%
2) Ending Balance, June 30 (E + F1e)			2,414,540.81	1,460,598.81	-39.5%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	1,302,356.22	1,302,356.22	0.0%
c) Undesignated Amount		9790	1,112,184.59		
d) Unappropriated Amount		9790		158,242.59	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,310,450.81		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			2,310,450.81		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			2,310,450.81		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8650	120,000.00	56,058.00	-53.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			120,000.00	56,058.00	-53.3%
TOTAL, REVENUES			120,000.00	56,058.00	-53.3%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To General Fund/CSSF		7612	0.00	1,010,000.00	New
To State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL INTERFUND TRANSFERS OUT			0.00	1,010,000.00	New
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL USES			0.00	0.00	0.0%
TOTAL OTHER FINANCING SOURCES/USES					
(a - b + c - d)			0.00	(1,010,000.00)	New

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	238,530.00	36,473.00	-84.7%
5) TOTAL, REVENUES			238,530.00	36,473.00	-84.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,987.00	0.00	-100.0%
3) Employee Benefits		3000-3999	673.00	0.00	-100.0%
4) Books and Supplies		4000-4999	41,811.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	252,859.00	36,473.00	-85.6%
6) Capital Outlay		6000-6999	9,623,472.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			9,923,802.00	36,473.00	-99.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(9,685,272.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(9,685,272.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,341,041.55	655,769.55	-93.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,341,041.55	655,769.55	-93.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,341,041.55	655,769.55	-93.7%
2) Ending Balance, June 30 (E + F1e)			655,769.55	655,769.55	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	655,769.55		
d) Unappropriated Amount		9790		655,769.55	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,641,420.82		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	210,959.90		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			1,852,380.72		
H. LIABILITIES					
1) Accounts Payable		9500	1,388.80		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			1,388.80		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			1,850,991.92		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.0%
TOTAL FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	238,530.00	36,473.00	-84.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL OTHER LOCAL REVENUE			238,530.00	36,473.00	-84.7%
TOTAL REVENUES			238,530.00	36,473.00	-84.7%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	4,987.00	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			4,987.00	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	194.00	0.00	-100.0%
OASDI/Medicare/Alternative		3301-3302	370.00	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	15.00	0.00	-100.0%
Workers' Compensation		3601-3602	94.00	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL EMPLOYEE BENEFITS			673.00	0.00	-100.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	8,077.00	0.00	-100.0%
Noncapitalized Equipment		4400	33,734.00	0.00	-100.0%
TOTAL BOOKS AND SUPPLIES			41,811.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	252,859.00	36,473.00	-85.6%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			252,859.00	36,473.00	-85.6%
CAPITAL OUTLAY					
Land		6100	40,800.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	9,567,672.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	15,000.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			9,623,472.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			9,923,802.00	36,473.00	-99.6%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	(1,302,356.22)	(1,302,356.22)	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			(1,302,356.22)	(1,302,356.22)	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			(1,302,356.22)	(1,302,356.22)	0.0%
2) Ending Balance, June 30 (E + F1e)			(1,302,356.22)	(1,302,356.22)	0.0%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	(1,302,356.22)		
d) Unappropriated Amount		9790		(1,302,356.22)	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds					
Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	(25,000.00)	(31,667.00)	26.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	25,000.00	31,667.00	26.7%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	15,082.00	2,862.00	-81.0%
5) TOTAL, REVENUES			15,082.00	2,862.00	-81.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	7,219.00	2,862.00	-60.4%
6) Capital Outlay		6000-6999	209,680.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			216,899.00	2,862.00	-98.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(201,817.00)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(201,817.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,025,592.62	823,775.62	-19.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,025,592.62	823,775.62	-19.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,025,592.62	823,775.62	-19.7%
2) Ending Balance, June 30 (E + F1e)			823,775.62	823,775.62	0.0%
Components of Ending Fund Balance					
a) Reserve for Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	823,775.62		
d) Unappropriated Amount		9790		823,775.62	

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,034,489.02		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			1,034,489.02		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)			1,034,489.02		

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
FEDERAL REVENUE					
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	12,219.00	2,862.00	-76.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,863.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,082.00	2,862.00	-81.0%
TOTAL, REVENUES			15,082.00	2,862.00	-81.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,219.00	2,862.00	-60.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,219.00	2,862.00	-60.4%
CAPITAL OUTLAY					
Land		6100	664.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	209,016.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			209,680.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			216,899.00	2,862.00	-98.7%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2009-10 Estimated Actuals	2010-11 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	2009-10 Estimated Actuals			2010-11 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
ELEMENTARY						
1. General Education			3,233.38	3,102.74	3,102.74	3,115.24
a. Kindergarten	331.18	331.18				
b. Grades One through Three	1,016.19	1,016.19				
c. Grades Four through Six	1,032.42	1,032.42				
d. Grades Seven and Eight	734.91	734.91				
e. Opportunity Schools and Full-Day Opportunity Classes						
f. Home and Hospital	0.54	0.54				
g. Community Day School						
2. Special Education						
a. Special Day Class	125.56	125.56	130.37	125.56	125.56	125.56
b. Nonpublic, Nonsectarian Schools (EC 56366[a](7))	4.86	4.86	4.81	4.86	4.86	4.86
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.61	0.61	1.07	0.61	0.61	0.61
3. TOTAL, ELEMENTARY	3,246.27	3,246.27	3,369.63	3,233.77	3,233.77	3,246.27
HIGH SCHOOL						
4. General Education			1,416.92	1,354.73	1,354.73	1,367.23
a. Grades Nine through Twelve	1,279.11	1,279.11				
b. Continuation Education	88.12	88.12				
c. Opportunity Schools and Full-Day Opportunity Classes						
d. Home and Hospital						
e. Community Day School						
5. Special Education						
a. Special Day Class	66.75	66.75	66.25	66.75	66.75	66.75
b. Nonpublic, Nonsectarian Schools (EC 56366[a](7))	6.83	6.83	11.38	6.83	6.83	6.83
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	1.00	1.00	0.08	1.00	1.00	1.00
6. TOTAL, HIGH SCHOOL	1,441.81	1,441.81	1,494.63	1,429.31	1,429.31	1,441.81
COUNTY SUPPLEMENT						
7. County Community Schools (EC 1982[a])						
a. Elementary						
b. High School						
8. Special Education						
a. Special Day Class - Elementary	20.05	20.05	18.56	20.05	20.05	20.05
b. Special Day Class - High School	15.84	15.84	14.21	15.84	15.84	15.84
c. Nonpublic, Nonsectarian Schools - Elementary						
d. Nonpublic, Nonsectarian Schools - High School						
e. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - Elementary						
f. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - High School						
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	35.89	35.89	32.77	35.89	35.89	35.89
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	4,723.97	4,723.97	4,897.03	4,698.97	4,698.97	4,723.97
11. ADA for Necessary Small Schools also included in lines 3 and 6.						
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS*						

Description	2009-10 Estimated Actuals			2010-11 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
CLASSES FOR ADULTS						
13. Concurrently Enrolled Secondary Students*						
14. Adults Enrolled, State Apportioned*						
15. Students 21 Years or Older and Students 19 or Older Not Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study*						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)						
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	4,723.97	4,723.97	4,897.03	4,698.97	4,698.97	4,723.97
SUPPLEMENTAL INSTRUCTIONAL HOURS						
19. ELEMENTARY*						
20. HIGH SCHOOL*						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)						
COMMUNITY DAY SCHOOLS - Additional Funds						
22. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
23. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
CHARTER SCHOOLS						
24. Charter ADA Funded Through the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL)						
b. All Other Block Grant Funded Charters						
25. Charter ADA Funded Through the Revenue Limit						
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b, and 25)	0.00	0.00	0.00	0.00	0.00	0.00
27. SUPPLEMENTAL INSTRUCTIONAL HOURS*						

*ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), currently in effect for a five-year period from 2008-09 through 2012-13.

Description	Principal Appt. Software Data ID	2009-10 Estimated Actuals	2010-11 Budget
BASE REVENUE LIMIT PER ADA			
1. Base Revenue Limit per ADA (prior year)	0025	6,101.46	6,363.46
2. Inflation Increase	0041	261.00	(25.00)
3. All Other Adjustments	0042, 0525		
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,362.46	6,338.46
REVENUE LIMIT SUBJECT TO DEFICIT			
5. Total Base Revenue Limit			
a. Base Revenue Limit per ADA (from Line 4)	0024	6,362.46	6,338.46
b. Revenue Limit ADA	0033	4,897.23	4,723.97
c. Total Base Revenue Limit (Line 5a times Line 5b)	0269	31,158,429.99	29,942,694.89
6. Allowance for Necessary Small School	0489		
7. Gain or Loss from Interdistrict Attendance Agreements	0272		
8. Meals for Needy Pupils	0090		
9. Special Revenue Limit Adjustments	0274		
10. One-time Equalization Adjustments	0275		
11. Miscellaneous Revenue Limit Adjustments	0276, 0659		
12. Less: All Charter District Revenue Limit Adjustment	0217		
13. Beginning Teacher Salary Incentive Funding	0552	68,336.58	65,773.00
14. Less: Class Size Penalties Adjustment	0173		
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5c through 11, plus Line 13, minus Lines 12 and 14)	0082	31,226,766.57	30,008,467.89
DEFICIT CALCULATION			
16. Deficit Factor	0281	0.81645	0.81645
17. TOTAL DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	25,495,093.57	24,500,413.61
OTHER REVENUE LIMIT ITEMS			
18. Unemployment Insurance Revenue	0060	80,629.00	177,206.00
19. Less: Longer Day/Year Penalty	0287		
20. Less: Excess ROC/P Reserves Adjustment	0288		
21. Less: PERS Reduction	0195	141,549.00	82,914.00
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654		
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	---	(60,920.00)	94,292.00
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	25,434,173.57	24,594,705.61

Description	Principal Appt. Software Data ID	2009-10 Estimated Actuals	2010-11 Budget
REVENUE LIMIT - LOCAL SOURCES			
25. Property Taxes	0587, 0660	6,475,540.00	6,228,944.00
26. Miscellaneous Funds	0588		
27. Community Redevelopment Funds	0589		
28. Less: Charter Schools In-lieu Taxes	0595	305,982.00	332,242.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	6,169,558.00	5,896,702.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293		
31. STATE AID PORTION OF REVENUE LIMIT (Sum Line 24, minus Lines 29 and 30. If negative, then zero)	0111	19,264,615.57	18,698,003.61
OTHER ITEMS			
32. Less: County Office Funds Transfer	0458	163,764.00	176,946.00
33. Core Academic Program	9001		
34. California High School Exit Exam	9002		
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
36. Apprenticeship Funding	0570		
37. Community Day School Additional Funding	3103, 9007		
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer	0634, 0629		
39. Basic Aid Supplement Charter School Adjustment	9018		
40. All Other Adjustments	---	(1,286,835.00)	(1,152,790.40)
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	---	(1,450,599.00)	(1,329,736.40)
42. TOTAL, STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31 and 41) (This amount should agree with Object 8011)	---	17,814,016.57	17,368,267.21
43. Less: Revenue Limit State Apportionment Receipts	---	12,571,660.60	
44. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 42 minus Line 43)	---	5,242,355.97	

OTHER NON-REVENUE LIMIT ITEMS			
45. Core Academic Program	9001		
46. California High School Exit Exam	9002		
47. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
48. Apprenticeship Funding	0570		
49. Community Day School Additional Funding	3103, 9007		

Description	Object Codes	2010-11 Budget (Form 01) (A)	% Change (Cols C-A/A) (B)	2011-12 Projection (C)	% Change (Cols E-C/C) (D)	2012-13 Projection (E)
A REVENUES AND OTHER FINANCING SOURCES						
(Enter projections for subsequent years 1 and 2 in Columns C and E, current year - Column A - is extracted except line A1h)						
1 Revenue Limit Sources	8010-8099	22,044,799.00				
a Base Revenue Limit per ADA (Form RL, line 4, ID 0024)		6,338.46	2.10%	6,471.56	2.40%	6,626.87
b Revenue Limit ADA (Form RL, line 5b, ID 0033)		4,723.97	-1.20%	4,667.23	-0.54%	4,642.23
c Total Base Revenue Limit (Line A1a times line A1b, ID 0269)		29,942,694.89	0.87%	30,204,258.98	1.85%	30,763,454.72
d Other Revenue Limit (Form RL, lines 6 thru 14)		65,773.00	1.78%	66,943.00	1.83%	68,166.00
e Total Revenue Limit Subject to Deficit (Sum lines A1c plus A1d, ID 0082)		30,008,467.89	0.88%	30,271,201.98	1.85%	30,831,620.72
f Deficit Factor (Form RL, line 16)		0.81645	0.00%	0.81645	0.00%	0.81645
g Deficit Revenue Limit (Line A1e times line A1f, ID 0284)		24,500,413.61	0.88%	24,714,922.86	1.85%	25,172,476.74
h Plus Other Adjustments (e.g., basic aid, charter schools object 8015, prior year adjustments objects 8019 and 8099)			0.00%		0.00%	
i Revenue Limit Transfers (Objects 8091 and 8097)		(1,303,084.00)	-4.49%	(1,244,545.00)	2.40%	(1,274,413.00)
j Other Adjustments (Form RL, lines 18 thru 20 and line 41)		(1,152,530.40)	1.43%	(1,169,069.00)	2.40%	(1,197,129.00)
k Total Revenue Limit Sources (Sum lines A1g thru A1j) (Must equal line A1)		22,044,799.21	1.16%	22,301,308.86	1.79%	22,700,934.74
2 Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3 Other State Revenues	8300-8599	4,006,018.00	-22.01%	3,124,212.00	-20.61%	2,480,257.00
4 Other Local Revenues	8600-8799	405,000.00	2.10%	413,505.00	2.40%	423,429.00
5 Other Financing Sources	8900-8999	(2,404,284.00)	0.00%	(2,404,284.00)	8.44%	(2,607,258.00)
6 Total (Sum lines A1k thru A5)		24,051,533.21	-2.56%	23,434,741.86	-1.87%	22,997,362.74
B EXPENDITURES AND OTHER FINANCING USES						
(Enter projections for subsequent years 1 and 2 in Columns C and E, current year - Column A - is extracted)						
1 Certificated Salaries						
a Base Salaries				14,138,338.00		12,201,919.00
b Step & Column Adjustment				265,499.00		265,499.00
c Cost-of-Living Adjustment						
d Other Adjustments				(2,201,918.00)		(383,741.00)
e Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,138,338.00	-13.70%	12,201,919.00	-0.97%	12,083,677.00
2 Classified Salaries						
a Base Salaries				3,384,873.00		3,403,202.00
b Step & Column Adjustment				18,329.00		18,329.00
c Cost-of-Living Adjustment						
d Other Adjustments						(105,313.00)
e Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	3,384,873.00	0.54%	3,403,202.00	-2.56%	3,316,218.00
3 Employee Benefits	3000-3999	4,597,487.00	-7.80%	4,239,095.00	0.00%	4,239,095.00
4 Books and Supplies	4000-4999	483,054.00	-1.83%	474,209.00	-2.00%	464,725.00
5 Services and Other Operating Expenditures	5000-5999	2,994,062.00	-1.83%	2,939,245.00	0.00%	2,939,245.00
6 Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7 Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	324,465.00	-39.45%	196,465.00	0.00%	196,465.00
8 Other Outgo - Transfers of Indirect Costs	7300-7399	(221,424.00)	0.00%	(221,424.00)	0.00%	(221,424.00)
9 Other Financing Uses	7600-7699	76,037.00	2.10%	77,634.00	2.40%	79,497.00
10 Other Adjustments (Explain in Section F below)						
11 Total (Sum lines B1 thru B10)		25,776,892.00	-9.57%	23,310,345.00	-0.91%	23,097,498.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(1,725,358.79)		124,396.86		(100,135.26)
D. FUND BALANCE						
1 Net Beginning Fund Balance (Form 01, line F1c)		2,951,130.47		1,225,771.68		1,350,168.54
2 Ending Fund Balance (Sum lines C and D1)		1,225,771.68		1,350,168.54		1,250,033.28
3 Components of Ending Fund Balance						
a Fund Balance Reserves	9710-9740	133,105.06		133,106.00		133,106.00
b Designated for Economic Uncertainties	9770	1,076,112.00		1,033,375.00		982,150.00
c Fund Balance Designations	9775, 9780	0.00				
d Undesignated/Unappropriated Balance	9790	16,554.41		183,687.54		134,777.28
e Total Components of Ending Fund Balance (Line D3e must agree with line D2)		1,225,771.47		1,350,168.54		1,250,033.28

Description	Object Codes	2010-11 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Designated for Economic Uncertainties	9770	1,076,112.00		1,033,375.00		982,150.00
b. Undesignated/Unappropriated Amount	9790	16,554.41		183,687.54		134,777.28
(Enter other reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Designated for Economic Uncertainties	9770					
b. Undesignated/Unappropriated Amount	9790	158,242.59		158,200.00		158,100.00
3. Total Available Reserves (Sum lines E1 thru E2b)		1,250,909.00		1,375,262.54		1,275,027.28
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
See attached report for details.						

Description	Object Codes	2010-11 Budget (Form 01) (A)	% Change (Cols C-A/A) (B)	2011-12 Projection (C)	% Change (Cols E-C/C) (D)	2012-13 Projection (E)
A REVENUES AND OTHER FINANCING SOURCES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1 Revenue Limit Sources	8010-8099	1,303,084.00	-4.49%	1,244,545.00	2.40%	1,274,413.00
2 Federal Revenues	8100-8299	2,423,393.00	2.10%	2,474,284.00	2.40%	2,533,667.00
3 Other State Revenues	8300-8599	1,068,880.00	-0.83%	1,059,998.00	2.40%	1,085,438.00
4 Other Local Revenues	8600-8799	1,883,838.00	2.10%	1,923,398.00	2.40%	1,969,560.00
5 Other Financing Sources	8900-8999	3,414,284.00	-29.58%	2,404,284.00	8.44%	2,607,258.00
6 Total (Sum lines A1 thru A5)		10,093,479.00	-9.78%	9,106,509.00	4.00%	9,470,336.00
B EXPENDITURES AND OTHER FINANCING USES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1 Certificated Salaries						
a Base Salaries				3,595,249.00		3,270,431.00
b Step & Column Adjustment				66,374.00		66,374.00
c Cost-of-Living Adjustment						
d Other Adjustments				(391,192.00)		
e Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	3,595,249.00	-9.03%	3,270,431.00	2.03%	3,336,805.00
2 Classified Salaries						
a Base Salaries				2,725,853.00		2,725,849.00
b Step & Column Adjustment				14,996.00		14,996.00
c Cost-of-Living Adjustment						
d Other Adjustments				(15,000.00)		
e Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,725,853.00	0.00%	2,725,849.00	0.55%	2,740,845.00
3 Employee Benefits	3000-3999	1,905,572.00	-3.57%	1,837,594.00	0.00%	1,837,594.00
4 Books and Supplies	4000-4999	803,319.00	-1.83%	788,611.00	-30.36%	549,180.00
5 Services and Other Operating Expenditures	5000-5999	854,251.00	-1.83%	838,611.00	-5.00%	796,680.00
6 Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7 Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	115,000.00	0.00%	115,000.00	0.00%	115,000.00
8 Other Outgo - Transfers of Indirect Costs	7300-7399	94,236.00	0.00%	94,236.00	0.00%	94,236.00
9 Other Financing Uses	7600-7699	0.00	0.00%		0.00%	0.00
10 Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		10,093,480.00	-4.19%	9,670,332.00	-2.07%	9,470,340.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(1.00)		(563,823.00)		(4.00)
D FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		563,837.81		563,836.81		13.81
2 Ending Fund Balance (Sum lines C and D1)		563,836.81		13.81		9.81
3 Components of Ending Fund Balance						
a Fund Balance Reserves	9710-9740	563,836.81				
b Designated for Economic Uncertainties	9770	0.00				
c Fund Balance Designations	9775, 9780	0.00				
d Undesignated/Unappropriated Balance	9790	0.00		13.81		9.81
e Total Components of Ending Fund Balance						
(Line D3e must agree with line D2)		563,836.81		13.81		9.81

Description	Object Codes	2010-11 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
E AVAILABLE RESERVES						
1. General Fund						
a. Designated for Economic Uncertainties	9770					
b. Undesignated/Unappropriated Amount	9790					
(Enter other reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Designated for Economic Uncertainties	9770					
b. Undesignated/Unappropriated Amount	9790					
3. Total Available Reserves (Sum lines E1 thru E2b)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
See attached document for details.						

Description	Object Codes	2010-11 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
A. REVENUES AND OTHER FINANCING SOURCES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1 Revenue Limit Sources	8010-8099	23,347,883.00	0.85%	23,545,853.86	1.82%	23,975,347.74
2 Federal Revenues	8100-8299	2,423,393.00	2.10%	2,474,284.00	2.40%	2,533,667.00
3 Other State Revenues	8300-8599	5,074,898.00	-17.55%	4,184,210.00	-14.78%	3,565,695.00
4 Other Local Revenues	8600-8799	2,288,838.00	2.10%	2,336,903.00	2.40%	2,392,989.00
5 Other Financing Sources	8900-8999	1,010,000.00	-100.00%	0.00	0.00%	0.00
6 Total (Sum lines A1 thru A5)		34,145,012.21	-4.70%	32,541,250.86	-0.23%	32,467,698.74
B EXPENDITURES AND OTHER FINANCING USES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1 Certificated Salaries						
a Base Salaries				17,733,587.00		15,472,350.00
b Step & Column Adjustment				331,873.00		331,873.00
c Cost-of-Living Adjustment				0.00		0.00
d Other Adjustments				(2,593,110.00)		(383,741.00)
e Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	17,733,587.00	-12.75%	15,472,350.00	-0.34%	15,420,482.00
2 Classified Salaries						
a Base Salaries				6,110,726.00		6,129,051.00
b Step & Column Adjustment				33,325.00		33,325.00
c Cost-of-Living Adjustment				0.00		0.00
d Other Adjustments				(15,000.00)		(105,313.00)
e Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,110,726.00	0.30%	6,129,051.00	-1.17%	6,057,063.00
3 Employee Benefits	3000-3999	6,503,059.00	-6.56%	6,076,689.00	0.00%	6,076,689.00
4 Books and Supplies	4000-4999	1,286,373.00	-1.83%	1,262,820.00	-19.71%	1,013,905.00
5 Services and Other Operating Expenditures	5000-5999	3,848,313.00	-1.83%	3,777,856.00	-1.11%	3,735,925.00
6 Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7 Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	439,465.00	-29.13%	311,465.00	0.00%	311,465.00
8 Other Outgo - Transfers of Indirect Costs	7300-7399	(127,188.00)	0.00%	(127,188.00)	0.00%	(127,188.00)
9 Other Financing Uses	7600-7699	76,037.00	2.10%	77,634.00	2.40%	79,497.00
10 Other Adjustments				0.00		0.00
11 Total (Sum lines B1 thru B10)		35,870,372.00	-8.06%	32,980,677.00	-1.25%	32,567,838.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(1,725,359.79)		(439,426.14)		(100,139.26)
D FUND BALANCE						
1 Net Beginning Fund Balance (Form 01, line F1e)		3,514,968.28		1,789,608.49		1,350,182.35
2 Ending Fund Balance (Sum lines C and D1)		1,789,608.49		1,350,182.35		1,250,043.09
3 Components of Ending Fund Balance						
a Fund Balance Reserves	9710-9740	696,941.87		133,106.00		133,106.00
b Designated for Economic Uncertainties	9770	1,076,112.00		1,033,375.00		982,150.00
c Fund Balance Designations	9775, 9780	0.00		0.00		0.00
d Undesignated/Unappropriated Balance	9790	16,554.41		183,701.35		134,787.09
e Total Components of Ending Fund Balance						
(Line D3e must agree with line D2)		1,789,608.28		1,350,182.35		1,250,043.09

Description	Object Codes	2010-11 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
F AVAILABLE RESERVES (Unrestricted except as noted)						
1 General Fund						
a Designated for Economic Uncertainties	9770	1,076,112.00		1,033,375.00		982,150.00
b Undesignated/Unappropriated Amount	9790	16,554.41		183,687.54		134,777.28
c Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z	(1.78)		0.00		0.00
2 Special Reserve Fund - Noncapital Outlay (Fund 17)						
a Designated for Economic Uncertainties	9770	0.00		0.00		0.00
b Undesignated/Unappropriated Amount	9790	158,242.59		158,200.00		158,100.00
3 Total Available Reserves - by Amount (Sum lines E1 thru E2b)		1,250,907.22		1,375,262.54		1,275,027.28
4 Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.49%		4.17%		3.91%
F RECOMMENDED RESERVES						
1 Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b If you are the SELPA AU and answered Yes to excluding special education pass-through funds: 1 Enter the name(s) of the SELPA(s):						
2 Special education pass-through funds (Column A: Fund 01, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00				
2 District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, lines 3, 6, and 25; enter projections)		4,663.08		4,638.08		4,638.08
3 Calculating the Reserves						
a Total Expenditures and Other Financing Uses (Line B11)		35,870,372.00		32,980,677.00		32,567,838.00
b Less: Special Education Pass-through Funds (Line F1b2)		0.00		0.00		0.00
c Net Expenditures and Other Financing Uses (Line F3a, minus line F3b if line F1a is Yes)		35,870,372.00		32,980,677.00		32,567,838.00
d Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e Reserve Standard - By Percent (Line F3c times F3d)		1,076,111.16		989,420.31		977,035.14
f Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g Reserve Standard (Greater of Line F3e or F3f)		1,076,111.16		989,420.31		977,035.14
h Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25):

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

DATA ENTRY: Enter data in the Revenue Limit ADA, Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated

Fiscal Year	Revenue Limit (Funded) ADA		ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
	Original Budget (Use Form RL, Line 5b)	Estimated/Unaudited Actuals (Form RL, Line 5b)		
Third Prior Year (2007-08)	5,412.07	5,382.64	0.5%	Met
Second Prior Year (2008-09)	5,230.72	5,117.68	2.2%	Not Met
First Prior Year (2009-10)	4,897.23	4,897.23	0.0%	Met
Budget Year (2010-11) (Criterion 4A1, Step 2a)	4,723.97			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

The ADA loss was larger than anticipated due to economic conditions and the opening of a new high school in a neighboring district.

1b STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25): District's Enrollment Standard Percentage Level: **2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual, column for the First Prior Year; all other data are extracted or calculated.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2007-08)	5,412	5,670	N/A	Met
Second Prior Year (2008-09)	5,248	5,334	N/A	Met
First Prior Year (2009-10)	5,246	5,211	0.7%	Met
Budget Year (2010-11)	5,195			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY All data are extracted or calculated.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines 3, 6, and 25)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2007-08)	5,091	5,670	89.8%
Second Prior Year (2008-09)	4,864	5,334	91.2%
First Prior Year (2009-10)	4,688	5,211	90.0%
	Historical Average Ratio:		90.3%
	District's ADA to Enrollment Standard (historical average ratio plus 0.5%):		90.8%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY If Form MYP exists, Estimated P-2 ADA for the two subsequent years will be extracted; if not, enter Estimated P-2 ADA data in the first column. Enter data in the Enrollment column for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines 3, 6, and 25) (Form MYP, Line F2)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2010-11)	4,663	5,195	89.8%	Met
1st Subsequent Year (2011-12)	4,638	5,211	89.0%	Met
2nd Subsequent Year (2012-13)	4,638	5,209	89.0%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: Revenue Limit

STANDARD: Projected revenue limit for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population and the funded cost-of-living adjustment (COLA) plus or minus one percent.

For basic aid districts, projected revenue limit has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected revenue limit has not changed from the prior fiscal year by more than the funded cost-of-living adjustment plus or minus one percent.

4A1. Calculating the District's Revenue Limit Standard

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year columns for Step 1a and Step 2a will be extracted; if not, enter data for the two subsequent years. In addition, the deficit factor, Step 1b, for the two subsequent years will be extracted from Form MYP if it exists; if not, it will link from the Budget Year column, but may be overwritten. All other data are extracted or calculated.

Projected Revenue Limit

	Prior Year (2009-10)	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Step 1 - Funded COLA				
a. Base Revenue Limit (BRL) per ADA (Form RL, Line 4) (Form MYP, Unrestricted, Line A1a)	6,362.46	6,338.46	6,471.56	6,626.87
b. Deficit Factor (Form RL, Line 16) (Form MYP, Unrestricted, Line A1f)	0.81645	0.81645	0.81645	0.81645
c. Funded BRL per ADA (Step 1a times Step 1b)	5,194.63	5,175.04	5,283.71	5,410.51
d. Prior Year Funded BRL per ADA		5,194.63	5,175.04	5,283.71
e. Difference (Step 1c minus Step 1d)		(19.59)	108.67	126.80
f. Percent Change Due to COLA (Step 1e divided by Step 1d)		-0.38%	2.10%	2.40%
Step 2 - Change in Population				
a. Revenue Limit (Funded) ADA (Form RL, Line 5b) (Form MYP, Unrestricted, Line A1b)	4,897.23	4,723.97	4,667.23	4,642.23
b. Prior Year Revenue Limit (Funded) ADA		4,897.23	4,723.97	4,667.23
c. Difference (Step 2a minus Step 2b)		(173.26)	(56.74)	(25.00)
d. Percent Change Due to Population (Step 2c divided by Step 2b)		-3.54%	-1.20%	-0.54%
Step 3 - Total Change in Funded COLA and Population (Step 1f plus Step 2d)		-3.92%	0.90%	1.86%
Revenue Limit Standard (Step 3, plus/minus 1%):		-4.92% to -2.92%	-1.10% to 1.90%	.86% to 2.86%

4A2. Alternate Revenue Limit Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected Revenue Limit (applicable if Form RL, Budget column, line 31, is zero)

	Prior Year (2009-10)	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Projected Local Property Taxes (Form RL, Lines 25 thru 27)	6,475,540.00	6,228,944.00	6,228,944.00	6,228,944.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate Revenue Limit Standard - Necessary Small School

DATA ENTRY All data are extracted or calculated.

Necessary Small School District Projected Revenue Limit (applicable if Form RL, Budget column, line 6, is greater than zero, and line 5b, RL ADA, is zero)

	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Necessary Small School Standard (Funded COLA change - Step 1f, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in Revenue Limit

DATA ENTRY Enter data in the 1st and 2nd Subsequent Year columns for Revenue Limit; all other data are extracted or calculated.

	Prior Year (2009-10)	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Revenue Limit (Fund 01, Objects 8011, 8020-8089)	24,289,557.00	23,597,211.00	23,816,136.00	24,244,631.00
District's Projected Change in Revenue Limit:		-2.85%	0.93%	1.80%
Revenue Limit Standard:		-4.92% to -2.92%	-.10% to 1.90%	.86% to 2.86%
Status:		Not Met	Met	Met

4C. Comparison of District Revenue Limit to the Standard

DATA ENTRY Enter an explanation if the standard is not met

- 1a STANDARD NOT MET - Projected change in revenue limit is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting revenue limit.

Explanation:
(required if NOT met)

For budget year 2010/11, the Governor's May revised budget called for a 3.85% reduction from the undecificited revenue limit that reduced the award more than anticipated. A drop of 180 funded ADA explains the difference from normal standard. The out years reflect a COLA of 2.1% and 2.4% that should be passed through to the District.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2007-08)	25,435,107.85	28,457,033.22	89.4%
Second Prior Year (2008-09)	26,199,586.59	29,329,874.41	89.3%
First Prior Year (2009-10)	22,512,307.00	26,513,713.94	84.9%
	Historical Average Ratio:		87.9%

District's Reserve Standard Percentage (Criterion 10B, Line 4):	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	84.9% to 90.9%	84.9% to 90.9%	84.9% to 90.9%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2010-11)	22,120,698.00	25,700,855.00	86.1%	Met
1st Subsequent Year (2011-12)	19,844,216.00	23,232,711.00	85.4%	Met
2nd Subsequent Year (2012-13)	19,638,990.00	23,018,001.00	85.3%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1. District's Change in Population and Funded COLA (Criterion 4A1, Step 3):	-3.92%	0.90%	1.86%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-13.92% to 6.08%	-9.10% to 10.90%	-8.14% to 11.86%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-8.92% to 1.08%	-4.10% to 5.90%	-3.14% to 6.86%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2009-10)	4,772,288.00		
Budget Year (2010-11)	2,423,393.00	-49.22%	Yes
1st Subsequent Year (2011-12)	2,474,284.00	2.10%	No
2nd Subsequent Year (2012-13)	2,533,667.00	2.40%	No

Explanation:
(required if Yes)

Fiscal year 2010/11 shows a large percentage change due to the elimination of stimulus money. Fiscal years 2011/12 and 2012/13 reflect only the proposed COLA for those years.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2009-10)	5,355,273.00		
Budget Year (2010-11)	5,074,898.00	-5.24%	No
1st Subsequent Year (2011-12)	4,184,210.00	-17.55%	Yes
2nd Subsequent Year (2012-13)	3,565,695.00	-14.78%	Yes

Explanation:
(required if Yes)

State revenues during the 2011/12 year is decreased due to the penalty imposed as a result of raising class size in grades K-3. Fiscal year 2012/13 represents the elimination of all CSR funding.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2009-10)	2,375,091.94		
Budget Year (2010-11)	2,288,838.00	-3.63%	No
1st Subsequent Year (2011-12)	2,336,903.00	2.10%	No
2nd Subsequent Year (2012-13)	2,392,989.00	2.40%	No

Explanation:
(required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2009-10)	2,222,367.43		
Budget Year (2010-11)	1,286,373.00	-42.12%	Yes
1st Subsequent Year (2011-12)	1,262,820.00	-1.83%	No
2nd Subsequent Year (2012-13)	1,013,905.00	-19.71%	Yes

Explanation:
(required if Yes)

Books and supply budgets were cut across the board. In addition, carryover from the previous year is not budgeted until year end closing. For fiscal year 2012/13 additional reductions were anticipated as a result of the loss of CSR funding.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2009-10)	4,145,257.51		
Budget Year (2010-11)	3,848,313.00	-7.16%	No
1st Subsequent Year (2011-12)	3,777,856.00	-1.83%	No
2nd Subsequent Year (2012-13)	3,735,925.00	-1.11%	No

Explanation:
(required if Yes)

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6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
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Total Federal, Other State, and Other Local Revenue (Criterion 6B)

First Prior Year (2009-10)	12,502,652.94		
Budget Year (2010-11)	9,787,129.00	-21.72%	Not Met
1st Subsequent Year (2011-12)	8,995,397.00	-8.09%	Met
2nd Subsequent Year (2012-13)	8,492,351.00	-5.59%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2009-10)	6,367,624.94		
Budget Year (2010-11)	5,134,686.00	-19.36%	Not Met
1st Subsequent Year (2011-12)	5,040,676.00	-1.83%	Met
2nd Subsequent Year (2012-13)	4,749,830.00	-5.77%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

Fiscal year 2010/11 shows a large percentage change due to the elimination of stimulus money. Fiscal years 2011/12 and 2012/13 reflect only the proposed COLA for those years.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

State revenues during the 2011/12 year is decreased due to the penalty imposed as a result of raising class size in grades K-3. Fiscal year 2012/13 represents the elimination of all CSR funding.

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

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- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

Books and supply budgets were cut across the board. In addition, carryover from the previous year is not budgeted until year end closing. For fiscal year 2012/13 additional reductions were anticipated as a result of the loss of CSR funding.

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

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7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amounts required pursuant to Education Code sections 17584 (Deferred Maintenance) and 17070.75 (Ongoing and Major Maintenance/Restricted Maintenance Account), if applicable.

7A. Determining the District's Compliance with the Contribution Requirement for EC Section 17584 - Deferred Maintenance

NOTE: SBX3 4 (Chapter 12, Statutes of 2009) eliminates the local match requirement for Deferred Maintenance for a five-year period from 2008-09 through 2012-13. Therefore, this section has been inactivated for that period.

7B. Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as modified by Section 17070.766, effective 2008-09 through 2012-13 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.766 reduces the contributions required in EC Section 17070.75 from 3 percent to 1 percent for a five-year period from 2008-09 through 2012-13. Therefore, the calculation in this section has been revised accordingly for that period.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a For districts that are the AU of a SELPA, do you choose to exclude revenue that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(C) (Fund 01, objects 7211-7213 and 7221-7223 with resources 3300-3499 and 6500-6540)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	35,870,372.00			
b Less: Pass-through Revenues and Apportionments (Line 1b, if line 1a is Yes)		1% Required Minimum Contribution (Line 2c times 1%)	Budgeted Contribution ¹ to the Ongoing and Major Maintenance Account	Status
c Net Budgeted Expenditures and Other Financing Uses	35,870,372.00	358,703.72	776,684.00	Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Green School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(D)])
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

--

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2007-08)	Second Prior Year (2008-09)	First Prior Year (2009-10)
1 District's Available Reserves Amount (resources 0000-1999)			
a Designated for Economic Uncertainties (Funds 01 and 17, Object 9770)	1,221,049.00	1,210,438.00	1,190,810.00
b Undesignated Amounts (Funds 01 and 17, Object 9790)	3,698,684.52	1,883,968.47	2,744,326.45
c Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (effective beginning 2008-09)			(0.78)
d Available Reserves (Lines 1a through 1c)	4,919,733.52	3,094,406.47	3,935,135.67
2 Expenditures and Other Financing Uses			
a District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	40,701,602.41	40,342,795.05	39,693,635.94
b Less: Special Education Pass-through Funds (Fund 01, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c Net Expenditures and Other Financing Uses (Line 2a minus Line 2b)	40,701,602.41	40,342,795.05	39,693,635.94
3 District's Available Reserves Percentage (Line 1d divided by Line 2c)	12.1%	7.7%	9.9%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	4.0%	2.6%	3.3%

¹Available reserves are the unrestricted reserves in the Designated for Economic Uncertainties and the Undesignated/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2007-08)	269,408.84	28,457,033.22	N/A	Met
Second Prior Year (2008-09)	767,721.64	29,372,958.41	N/A	Met
First Prior Year (2009-10)	(538,106.00)	26,578,907.94	2.0%	Met
Budget Year (2010-11) (Information only)	(1,725,359.00)	25,776,892.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA	
1.7%	0	to 300
1.3%	301	to 1,000
1.0%	1,001	to 30,000
0.7%	30,001	to 400,000
0.3%	400,001	and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2007-08)	2,234,026.00	2,450,105.99	N/A	Met
Second Prior Year (2008-09)	1,903,859.00	2,719,514.83	N/A	Met
First Prior Year (2009-10)	1,687,719.00	3,487,236.47	N/A	Met
Budget Year (2010-11) (Information only)	2,951,130.47			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a **STANDARD MET** - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

Percentage Level	District ADA	
5% or \$60,000 (greater of)	0	to 300
4% or \$60,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted reserves in the Designated for Economic Uncertainties and the Undesignated/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
District Estimated P-2 ADA (Criterion 3, Item 3B):	4,663	4,638	4,638
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- 1 Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- 2 If you are the SELPA AU and are excluding special education pass-through funds:

a Enter the name(s) of the SELPA(s):

b Special Education Pass-through Funds
(Fund 01, resources 3300-3499 and 6500-6540,
objects 7211-7213 and 7221-7223)

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1 Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	35,870,372.00	32,980,677.00	32,567,838.00
2 Less: Special Education Pass-through (Line A2b, if Line A1 is Yes)			
3 Net Expenditures and Other Financing Uses (Line B1 minus Line B2)	35,870,372.00	32,980,677.00	32,567,838.00
4 Reserve Standard Percentage Level	3%	3%	3%
5 Reserve Standard - by Percent (Line B3 times Line B4)	1,076,111.16	989,420.31	977,035.14
6 Reserve Standard - by Amount (\$60,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7 District's Reserve Standard (Greater of Line B5 or Line B6)	1,076,111.16	989,420.31	977,035.14

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 5 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Designated Reserve Amounts

(Unrestricted resources 0000-1999 except Line 3):

	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1. General Fund - Designated for Economic Uncertainties (Fund 01, Object 9770) (Form MYP, Line E1a)	1,076,112.00	1,033,375.00	982,150.00
2. General Fund - Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1b)	16,554.41	183,687.54	134,777.28
3. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1c)	(1.78)	0.00	0.00
4. Special Reserve Fund - Designated for Economic Uncertainties (Fund 17, Object 9770) (Form MYP, Line E2a)	0.00		
5. Special Reserve Fund - Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2b)	158,242.59	158,200.00	158,100.00
6. District's Budgeted Reserves Amount (Lines C1 thru C5)	1,250,907.22	1,375,262.54	1,275,027.28
7. District's Budgeted Reserves Percentage (Information only) (Line 6 divided by Section 10B, Line 3)	3.49%	4.17%	3.91%
District's Reserve Standard (Section 10B, Line 7):	1,076,111.16	989,420.31	977,035.14
Status:	Met	Met	Met

10D. Comparison of District Reserves to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer

S1. Contingent Liabilities

- 1a Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

- 1b If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

Yes

- 1b If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

Each year the District has tried to make reductions that have the least impact on the classroom. Every attempt is made to build up the ending fund balance of a previous year to help soften the loss of revenues. Those carryover dollars are one-time in nature and each year are evaluated for feasibility

S3. Use of Ongoing Revenues for One-time Expenditures

- 1a Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

- 1b If Yes, identify the expenditures:

S4. Contingent Revenues

- 1a Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Enter data in the Projection column for contributions, transfers in, and transfers out for all fiscal years, except the First Prior Year and Budget Year for Contributions, which will be extracted, and click the appropriate button for item 1d; all other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2009-10)	(2,613,942.00)			
Budget Year (2010-11)	(3,414,284.00)	800,342.00	30.6%	Not Met
1st Subsequent Year (2011-12)	(3,485,984.00)	71,700.00	2.1%	Met
2nd Subsequent Year (2012-13)	(3,569,648.00)	83,664.00	2.4%	Met
1b Transfers In, General Fund *				
First Prior Year (2009-10)	0.00			
Budget Year (2010-11)	1,010,000.00	1,010,000.00	New	Not Met
1st Subsequent Year (2011-12)	0.00	(1,010,000.00)	-100.0%	Not Met
2nd Subsequent Year (2012-13)	0.00	0.00	0.0%	Met
1c Transfers Out, General Fund *				
First Prior Year (2009-10)	100,000.00			
Budget Year (2010-11)	76,037.00	(23,963.00)	-24.0%	Not Met
1st Subsequent Year (2011-12)	77,634.00	1,597.00	2.1%	Met
2nd Subsequent Year (2012-13)	79,497.00	1,863.00	2.4%	Met

1d Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

- 1a NOT MET** - The projected contributions from the unrestricted general fund to restricted general fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

During fiscal year 2010/11 adjustment is being made to reflect the loss of stimulus money to actual available revenues.

- 1b NOT MET** - The projected transfers in to the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timelines, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

Fiscal year 2010/11 requires the use of one time funds from the special reserve Fund 17. This contribution is due to increased deficits imposed by the State along with maintaining class size reduction at 22:1.

- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

This transfer out represents the transfer to deferred maintenance made during the 2009/10 fiscal year. Subsequent year transfers represent the transfer to Adult Ed for operating costs.

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments* and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

* Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2010
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	0			
Certificates of Participation	0			
General Obligation Bonds		Capital Appreciation Bonds		62,819,412
Supp Early Retirement Program	5	Fund 01/0000/8xxx	Fund 01/0000/7438,7439	105,916
State School Building Loans	0			
Compensated Absences		Fund 01/0000/8xxx	Fund 01/0000/3701,3702	112,000

Other Long-term Commitments (do not include OPEB):

Type of Commitment (continued)	Prior Year (2009-10) Annual Payment (P & I)	Budget Year (2010-11) Annual Payment (P & I)	1st Subsequent Year (2011-12) Annual Payment (P & I)	2nd Subsequent Year (2012-13) Annual Payment (P & I)
Capital Leases	106,341	106,341	0	0
Certificates of Participation	0	0	0	0
General Obligation Bonds	1,349,643	1,474,936	1,603,312	1,743,005
Supp Early Retirement Program	47,149	45,040	42,929	42,929
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Total Annual Payments:	1,503,133	1,626,317	1,646,241	1,785,934
Has total annual payment increased over prior year (2009-10)?	Yes	Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes
to increase in total
annual payments)

The General Obligation Bonds are being repaid from the special tax revenues levied in connection with the voter approved bond authorization of November 5, 1991

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the annual required contribution; and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b

- 1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

- 2 For the district's OPEB:

- a Are they lifetime benefits?

No

- b Do benefits continue past age 65?

No

- c Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Retiree benefits are for employee only for 5 years or until age 65 whichever comes first. Coverage includes medical, dental and vision.

- 3 a Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Pay-as-you-go

- b Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund

Governmental Fund

- 4 OPEB Liabilities

- a OPEB actuarial accrued liability (AAL)

5,326,990.00

- b OPEB unfunded actuarial accrued liability (UAAL)

5,898,425.00

- c Are AAL and UAAL based on the district's estimate or an actuarial valuation?

Actuarial

- d If based on an actuarial valuation, indicate the date of the OPEB valuation

Jul 01, 2008

- 5 OPEB Contributions

- a OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method (may leave blank if valuation is not yet required)

Budget Year
(2010-11)

1st Subsequent Year
(2011-12)

2nd Subsequent Year
(2012-13)

839,683.00

839,683.00

839,683.00

- b OPEB amount contributed (includes premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)

50,000.00

50,605.00

51,000.00

- c Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

50,000.00

50,605.00

51,000.00

- d Number of retirees receiving OPEB benefits

57

60

63

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities
a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions
a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

S8. Status of Labor Agreements

Analyze the status of employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2009-10)	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Number of certificated (non-management) full-time-equivalent (FTE) positions	246.9	229.7	201.7	199.7

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations will begin for 2010/11 in the fall.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year
(2010-11)

1st Subsequent Year
(2011-12)

2nd Subsequent Year
(2012-13)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

- 6 Cost of a one percent increase in salary and statutory benefits

170,354

- 7 Amount included for any tentative salary schedule increases

Budget Year
(2010-11)1st Subsequent Year
(2011-12)2nd Subsequent Year
(2012-13)

0

0

0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- 1 Are costs of H&W benefit changes included in the budget and MYPs?
- 2 Total cost of H&W benefits
- 3 Percent of H&W cost paid by employer
- 4 Percent projected change in H&W cost over prior year

Budget Year
(2010-11)1st Subsequent Year
(2011-12)2nd Subsequent Year
(2012-13)

No

No

No

1,629,639

1,629,639

1,629,639

65.0%

65.0%

65.0%

0.0%

0.0%

0.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

- 1 Are step & column adjustments included in the budget and MYPs?
- 2 Cost of step & column adjustments
- 3 Percent change in step & column over prior year

Budget Year
(2010-11)1st Subsequent Year
(2011-12)2nd Subsequent Year
(2012-13)

Yes

Yes

Yes

372,440

331,873

331,873

-11.0%

0.0%

Certificated (Non-management) Attrition (layoffs and retirements)

- 1 Are savings from attrition included in the budget and MYPs?
- 2 Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year
(2010-11)1st Subsequent Year
(2011-12)2nd Subsequent Year
(2012-13)

Yes

Yes

Yes

Yes

Yes

Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

H&W increases will become effective January 1 of each year. Those increases will be negotiated in the fall. No other significant changes are expected.

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2009-10)	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Number of classified (non-managment) FTE positions	171.3	171.3	171.3	171.3

Classified (Non-management) Salary and Benefit Negotiations

- 1 Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents
have been filed with the COE, complete questions 2 and 3.If Yes, and the corresponding public disclosure documents
have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations for the 2010/11 year will begin in the fall.

Negotiations Settled

- 2a Per Government Code Section 3547.5(a), date of public disclosure
-
- board meeting:

- 2b Per Government Code Section 3547.5(b), was the agreement certified
-
- by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

- 3 Per Government Code Section 3547.5(c), was a budget revision adopted
-
- to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

- 4 Period covered by the agreement:

Begin Date:

End Date:

- 5 Salary settlement:

Budget Year
(2010-11)1st Subsequent Year
(2011-12)2nd Subsequent Year
(2012-13)Is the cost of salary settlement included in the budget and multiyear
projections (MYPs)?**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year
or**Multiyear Agreement**

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

- 6 Cost of a one percent increase in salary and statutory benefits

53,705

- 7 Amount included for any tentative salary schedule increases

Budget Year
(2010-11)1st Subsequent Year
(2011-12)2nd Subsequent Year
(2012-13)

0

0

0

Classified (Non-management) Health and Welfare (H&W) Benefits

- 1 Are costs of H&W benefit changes included in the budget and MYPs?
- 2 Total cost of H&W benefits
- 3 Percent of H&W cost paid by employer
- 4 Percent projected change in H&W cost over prior year

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
No	No	No
801,667	801,667	801,667
65.0%	65.0%	65.0%
0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

No		
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Classified (Non-management) Step and Column Adjustments

- 1 Are step & column adjustments included in the budget and MYPs?
- 2 Cost of step & column adjustments
- 3 Percent change in step & column over prior year

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Yes	Yes	Yes
33,325	33,325	33,325
	0.0%	0.0%

Classified (Non-management) Attrition (layoffs and retirements)

- 1 Are savings from attrition included in the budget and MYPs?
- 2 Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

Health & Welfare rate increases are effective January 1 of each year. Those costs will be negotiated in the fall.

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2009-10)	Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Number of management, supervisor, and confidential FTE positions	30.3	30.3	30.3	30.3

**Management/Supervisor/Confidential
Salary and Benefit Negotiations**

- 1 Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

Meet and discuss sessions will be conducted in the fall.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

- 2 Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

Negotiations Not Settled

- 3 Cost of a one percent increase in salary and statutory benefits

17,076

- 4 Amount included for any tentative salary schedule increases

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
0	0	0

**Management/Supervisor/Confidential
Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
No	No	No
304,582	304,582	304,582
65.0%	65.0%	65.0%
	0.0%	0.0%

**Management/Supervisor/Confidential
Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Yes	Yes	Yes
17,518	8,787	0
	-50.0%	-100.0%

**Management/Supervisor/Confidential
Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Budget Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Yes	Yes	Yes
12,969	12,969	12,969
	0.0%	0.0%

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?

Yes

A2. Is the system of personnel position control independent from the payroll system?

Yes

A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column of Criterion 2A are used to determine Yes or No)

Yes

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?

No

A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

No

A7. Is the district's financial system independent of the county office system?

Yes

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

No

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

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34-73973-0000000

July 1 Budget (Single Adoption)
2010-11 Budget
Technical Review Checks

Center Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-FUNDxRESOURCE - (W) - The following combinations for FUND and RESOURCE are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT FD - RS - PY - GO - FN - OB	FUND	RESOURCE	VALUE
01-7056-0-0000-0000-9740	01	7056	2,116.82
01-7056-0-0000-0000-9790	01	7056	0.00
01-7056-0-0000-0000-9791	01	7056	2,116.82
01-7056-0-0000-0000-979Z	01	7056	2,116.82
Explanation: To be cleared at year end closing.			

01-7156-0-0000-0000-9740	01	7156	-0.48
01-7156-0-0000-0000-9790	01	7156	0.00
01-7156-0-0000-0000-9791	01	7156	-0.48
01-7156-0-0000-0000-979Z	01	7156	-0.48
Explanation: To be cleared at year end closing.			

01-7157-0-0000-0000-9740	01	7157	370.87
01-7157-0-0000-0000-9790	01	7157	0.00
01-7157-0-0000-0000-9791	01	7157	370.87
01-7157-0-0000-0000-979Z	01	7157	370.87
Explanation: To be cleared at year end closing.			

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 8998, 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
01-6020-0-0000-0000-9740	6020	9740	2,555.00
Explanation: At year end, any remaining balance will become deferred			

revenue.

01-7056-0-0000-0000-9740 7056 9740 2,116.82
 Explanation: To be cleared at year end closing.

01-7157-0-0000-0000-9740 7157 9740 370.87
 Explanation: To be cleared at year end closing.

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: **EXCEPTION**

ACCOUNT					RESOURCE	OBJECT	VALUE	
FD	RS	PY	GO	FN	OB			
01	6020	0	0000	0000	9791	6020	9791	2,555.00
01	7056	0	0000	0000	9791	7056	9791	2,116.82
01	7157	0	0000	0000	9791	7157	9791	370.87

GENERAL LEDGER CHECKS

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. NOTE: Negative ending balances in Fund 01 restricted resources will be offset against available reserves calculated in Form 01CS and Form MYP, which can negatively effect the criteria and standards. **EXCEPTION**

FUND	RESOURCE	NEG. EFB
25	0000	-1,302,356.22

Explanation: Economic conditions have not provided Developer Fee payments from construction projects sufficient enough to cover the deficit. Meanwhile, the District has reserved funds in our Special Reserve Fund 17 to cover the shortfall.

Total of negative resource balances for Fund 25 -1,302,356.22

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: **EXCEPTION**

FUND	RESOURCE	OBJECT	VALUE
25	0000	8660	-31,667.00

Explanation: Negative fund balance generates negative interest.

25 0000 9790 -1,302,356.22
 Explanation: See explanation above.

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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34-73973-0000000

July 1 Budget (Single Adoption)
2009-10 Estimated Actuals
Technical Review Checks

Center Joint Unified

Sacramento County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 8998, 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT	RESOURCE	OBJECT	VALUE
FD - RS - PY - GO - FN - OB			
01-6020-0-0000-0000-9790	6020	9790	2,555.00
Explanation: Remaining revenue will be deferred at year end closing.			

GENERAL LEDGER CHECKS

EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION

FUND	RESOURCE	NEG. EFB
25	0000	-1,302,356.22
Explanation: Economic conditions have not provided Developer Fee Payments from construction projects sufficient enough to cover the deficit. Meanwhile, the District has reserved funds in our Special Reserve Fund 17 to cover the deficit.		

Total of negative resource balances for Fund 25 -1,302,356.22

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
09	0000	8660	-710.00
Explanation: Slow cash flow has created negative interest earnings.			

25	0000	8660	-25,000.00
Explanation: Negative fund balance is generating negative interest.			

25	0000	9790	-1,302,356.22
Explanation: See explanation above.			

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

ANNUAL BUDGET REPORT:

July 1, 2010 Single Budget Adoption

This budget was developed using the state-adopted Criteria and Standards. It was filed and adopted subsequent to a public hearing by the governing board of the school district. (Pursuant to Education Code sections 33129 and 42127)

Budget available for inspection at:

Public Hearing:

Place: 8408 Watt Avenue, Antelope

Date: June 10, 2010

Place: 3111 Center Court Lane, Antelope

Date: June 16, 2010

Time: 6:00 P.M.

Adoption Date: June 16, 2010

Signed: _____

Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Jeanne Bess

Telephone: (916) 338-6302

Title: Director of Fiscal Services

E-mail: jbess@centerusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Revenue Limit	Projected change in revenue limit is within the standard for the budget and two subsequent fiscal years.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7a	Deferred Maintenance	SBX3 4 (Chapter 12, Statutes of 2009) eliminates the local match requirement for Deferred Maintenance for a five-year period from 2008-09 through 2012-13. Therefore, this item has been inactivated for that period.		
7b	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., designated for economic uncertainties, unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?		X
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel tax, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2009-10) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?		X
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

- (☐) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

- (☒) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

- (☐) This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 16, 2010

For additional information on this certification, please contact:

Name: Jeanne Bess

Title: Director of Fiscal Services

Telephone: (916) 338-6302

E-mail: jbess@centerusd.org