

# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

[www.centerusd.k12.ca.us](http://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**

**➡ District Board Room, Room 503  
Wilson C. Riles Middle School  
4747 PFE Road, Roseville, CA 95747**

**Wednesday, November 20, 2013 - 6:00 p.m.**

### **STATUS**

- I. CALL TO ORDER & ROLL CALL - 5:30 p.m.**
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
  - 1. Student Expulsions/Readmissions (G.C. §54962)
  - 2. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. CLOSED SESSION - 5:30 p.m.**
- V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.**
- VI. FLAG SALUTE**
- VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** Info/Action
- VIII. ADOPTION OF AGENDA** Action
- IX. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)** Info
  - 1. Center High School - Kelsey Wooley
  - 2. McClellan High School - Ronnie Barnes
  - 3. Antelope View Charter School -
  - 4. Global Youth Charter School - Marianna Flores/Paloma Lopez

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

	<b>X. ORGANIZATION REPORTS</b> (3 minutes each)	Info
	1. CSEA - Cyndy Mitchell, President	
	2. CUTA - Heather Woods, President	
	<b>XI. REPORTS/PRESENTATIONS</b> (8 minutes each)	Info
Stu. Serv.	1. Williams Uniform Complaint Quarterly Reporting - David Grimes	
Facilities & Op.	2. SMUD High School Energy Audit Program Presentation - Craig Deason	
↓	3. Projected Plans for Proposition 39 Presentation - Craig Deason	
	<b>XII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA</b>	Public Comments Invited
	<i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 5495.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.</i>	
	<b>XIII. BOARD / SUPERINTENDENT REPORTS</b> (10 minutes)	Info
	<b>XIV. CONSENT AGENDA</b> (5 minutes)	Action
	<i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i>	
Governance	1. Approve Adoption of Minutes from October 16, 2013 Regular Meeting	
↓	2. Approve Adoption of Minutes from November 6, 2013 Special Meeting	
↓	3. Approve Resolution #6/2013-14: District Signatories - Payroll Orders & Claims	
↓	4. Approve Change of December Board Meeting to December 11, 2013	
Personnel	5. Approve Classified Personnel Transactions	
↓	6. Approve Certificated Personnel Transactions	
Spec. Ed.	7. Ratify 2013/2014 Master Contracts:	
	Capitol Autism	
	Med Trans	
↓	8. Ratify 2013/2014 Individual Service Agreements:	
	2013/14-156 Med Trans	
	2013/14-157 Katrin Matten-Baxter, PT	
	2013/14-158-170 American River Speech	
	2013/14-171 Supported Life Institute CTEC	
	2013/14-172-173 Point Quest	
	2013/14-174 Easter Seals	
↓	9. Ratify Professional Service Agreement: Katrin Mattern-Baxter, PT, DPT, PCS	
Curr & Instr	10. Approve 2013/14 CA Common Core State Standards Professional Development Proposal - Dudley	
↓	11. Approve 2013/14 CA Common Core State Standards Professional Development Proposal - Oak Hill	
↓	12. Approve Sacramento County Office of Education Bullying Prevention Grant and Memorandum or Understanding Agreement #3 CJUSD-BPP	
↓	13. Approve 2013-2014 Single Plan for Student Achievement - Spinelli	
↓	14. Approve Field Trip: Center High School MCA to Southern California	
Facilities & Op.	15. Approve Renewal Agreement for Natural Gas Services	
↓	16. Approve Contract with CPM for Prop 39 and Technology Upgrade Projects and On Call Program Management Services	
Business	17. Approve Payroll Orders: July 2013 - November 2013	
↓	18. Approve Supplemental Agenda (Vendor Warrants): November 2013	
	<b>XV. INFORMATION ITEMS</b>	Info
Personnel	1. CSEA 2013/2014 Sunshine Proposal Articles	



## **XVI. BUSINESS ITEMS**

Governance

### **A. Schedule Annual Organizational Meeting of the Board**

Action

Education Code §35143 requires governing boards to set an annual organizational meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." (Board members are seated the *first Friday* of December following the November election [Education Code §5017]) That 15-day period for 2013 is December 6-20.

### **B. CSBA Delegate Assembly Nominations**

Action

Nominations will be accepted until Monday, January 7, 2014. Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses. The subregion for CJUSD is 6-B.

### **C. First Reading: Board Policies/Regulations/Exhibits (10/13)**

Action

#### **BP/AR 0460 - Local Control and Accountability Plan**

New policy reflects the requirements of NEW LAW (AB 97 and SB 97, 2013) related to the development of a three-year local control and accountability plan (LCAP) by July 1, 2014, and an update of the LCAP on or before July 1 of each subsequent year. Policy addresses the importance of comprehensive planning, optional local priorities to add to the state priorities specified in law, requirements for consultation with specified groups on plan development, board adoption of the LCAP, submission of the approved LCAP to the county superintendent, the board's role in monitoring district progress, and circumstances under which the district may receive technical assistance or intervention to improve student outcomes.

New administrative regulation reflects the requirements of NEW LAW (AB 97 and SB 97, 2013) regarding the contents of the LCAP and the annual update to the LCAP, consistency with existing collective bargaining agreements, and posting of the LCAP on the district's web site.

#### **BP 0500 - Accountability**

Policy updated to reflect NEW LAW (AB 97, 2013) which changes the definition of "numerically significant student subgroups" for purposes of the state accountability system, establishes a new system of technical assistance and intervention for districts that meet certain criteria, and repeals law that required an annual discussion of each school's Academic Performance Index (API) at a board meeting. Policy also reflects NEW LAW (AB 484, 2013) which authorizes the SBE to suspend the API in the 2013-14 and 2014-15 school years while the state assessment system is transitioning from the Standardized Testing and Reporting program to the Measurement of Academic Performance and Progress. New optional language addresses the use of program evaluation results as a basis for revising district or school goals and comprehensive plans.

#### **BP/AR 3100 - Budget**

Policy updated to reflect NEW LAW (AB 97, 2013) which requires that (1) the board must adopt the LCAP prior to adopting the district budget; (2) the budget must include the expenditures necessary to implement the LCAP or the annual update to the LCAP; (3) supplemental and concentration grant funds under the local control funding formula must be used to increase or improve services for students who are eligible for free or reduced-price meals, English learners, and/or foster youth; and (3) state standards and criteria for district budgets must be adopted by the SBE by January 1, 2014, to reflect the requirements of the LCAP.

Regulation updated to reflect NEW LAW (AB 97, 2013) which requires the public hearing on the budget to be held at the same meeting as the public hearing on the LCAP. Regulation also reflects NEW LAW (SB 97, 2013) which provides that, beginning in the 2014-15 fiscal year, the county superintendent of schools cannot call for the formation of a budget review committee for disapproved budgets if his/her sole reason for disapproving the budget is that he/she has not approved the district's LCAP or the annual update to the LCAP.

**D. Second Reading: Board Policies/Regulations/Exhibits (4/13) Action**

Revise	BP	1325	Advertising and Promotion
Revise	BP/AR/E	1330	Use of School Facilities
Revise	BP/AR	3460	Financial Reports and Accountability
Revise	BP/AR	3514.1	Hazardous Substances
Revise	E	4112.9/4212.9/4312.9	Employee Notifications
Revise	AR	4117.14/4317.14	Postretirement Employment
Revise	BP	5030	Student Wellness
Revise	BP	5145.3	Nondiscrimination/Harassment
Revise	E 5	145.6	Parental Notifications
Revise	AR	5148	Child Care and Development
Revise	BP/AR	6112	School Day
Revise	BP/AR	6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education
Revise	BP	6163.1	Library Media Centers
Revise	BP/AR	6164.6	Identification and Education Under Section 504
Revise	BB	9220	Governing Board Elections

**E. Second Reading: Board Policies/Regulations/Exhibits (8/13) Action**

Revise	BP/AR	0420	School Plans/Site Councils
Revise	BP	1431	Waivers
Revise	BP/AR	3311	Bids
Revise	AR	3514	Environmental Safety
Revise	AR	3542	School Bus Drivers
Revise	BP	4112.42/4212.42/4312.42	Drug and Alcohol Testing of Bus Drivers
Add	AR	4112.42/4212.42/4312.42	Drug and Alcohol Testing of Bus Drivers
Revise	AR	4161.11/4261.11/4361.11	Industrial Accident/Illness Leave
Revise	AR	4161.8/4261.8/4361.8	Family Care and Medical Leave
Revise	AR	5111.2	Nonresident Foreign Students
Revise	BP/AR	5141.27	Food Allergies/Special Dietary Needs
Revise	BP	6117	Year-Round Schedules
Delete	AR	6117	Year-Round Schedules
Revise	BP/AR	6162.6	Use of Copyrighted Materials
Revise	BB	9010	Public Statements
Revise	BB	9250	Remuneration, Reimbursement and Other Benefits
Add	E	9250	Remuneration, Reimbursement and Other Benefits

Business

**F. Audit Report for Fiscal Year 2012/13 Action**

The audit report for fiscal year 2012/13 is presented. The audit was conducted and completed by Goodell, Porter, Sanchez & Bright, LLP

**G. Tax & Revenue Anticipation Notes (TRANS) Request for Issuance, Action**

**Resolution #7/2013-14: Resolution of the Governing Board Authorizing the Borrowing of Funds for Fiscal Year 2013-2014 and the Issuance and Sale of One or More Series of 2013-2014 Tax and Revenue Anticipation Notes Therefor and Participation in the California School Cash Reserve Program and Requesting the Board of Supervisors of the County to Issue and Sell Said Series of Notes**

**XVII. ADVANCE PLANNING Info**

**a. Future Meeting Dates:**

- i. Regular Meeting: Wednesday, December 11, 2013 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747**

**b. Suggested Agenda Items:**

**XVIII. CONTINUATION OF CLOSED SESSION (Item IV) Action**

**XIX. ADJOURNMENT Action**

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Student Services

**Date:** November 20, 2013

**To:** Board of Trustees

**Action Item**

**Information Item** X

**# Attached Pages** 1

**From:** David Grimes, Director of Personnel/Student Services

**Initials:** D.G.

**SUBJECT:** Williams Uniform Complaint Quarterly Reporting

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

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

**RECOMMENDATION:** Informational Item

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

**CENTER JOINT UNIFIED SCHOOL DISTRICT**  
**SUMMARY OF WILLIAMS UCP COMPLAINTS-**  
**July – September 2013**

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

# *Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

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

Date: November 20, 2013

Information Item X

From: Craig Deason, Assist. Supt.

# Attached Pages 5

Assist. Supt. Initials: CD

## SUBJECT:

### SMUD High School Energy Audit Program Presentation

Center High School students who have served as team members of the SMUD High School Energy Efficiency and Audit Training Project will provide a PowerPoint presentation detailing audit results and recommendations for saving energy and money.

# Cyril Spinelli Elementary Energy Audit Report

Center HS Auditing Team:

Trevor Beeby  
Alex Beker  
Dallas Brown  
Anthony Desgrange  
Conor Wells



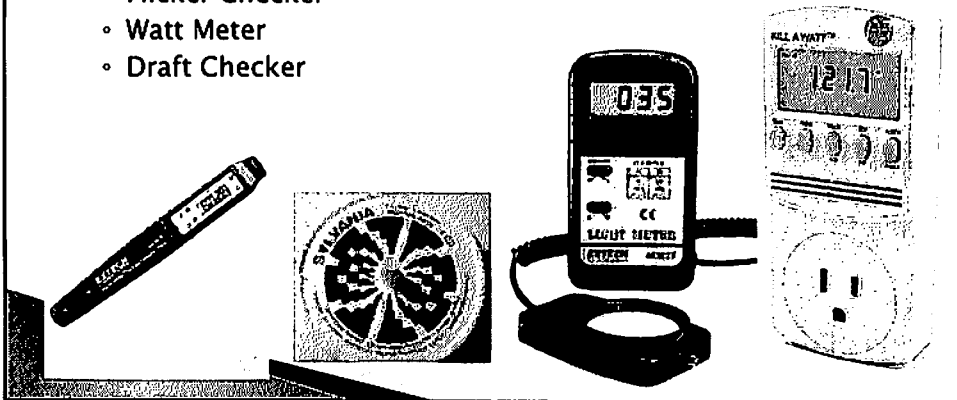
## Introduction

- ▶ Process
  - 7 school districts
  - 30 students
  - 1 week intensive training
  - 1 thorough school audit (Spinelli)
- ▶ The focuses of our energy audit were:
  - HVAC Systems (Heating and Cooling)
  - Plug loads
  - Lighting
  - Drafts

## Equipment

### Tools of the Trade

- Thermometer/Humidity Gauge
- Foot-candle Meter
- Flicker Checker
- Watt Meter
- Draft Checker

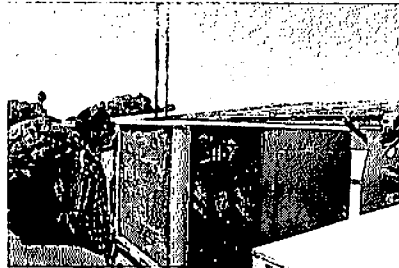


## Methods

- To gather data, we investigated five (5) different types of rooms at the school:
  - Large Classroom
  - Small Classroom
  - Bathroom
  - Staff Room
  - Multipurpose Room\Gymnasium

# HVAC

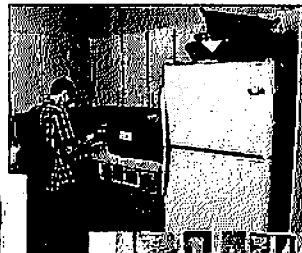
- Energy Use
- Age
- Condition
  - Regular Maintenance
  - Fins



# Plug Loads

- Appliances: Plug Load and Phantom Load.

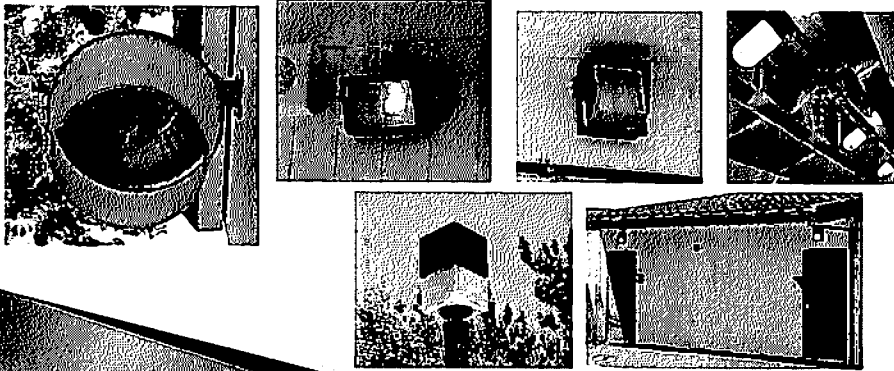
- Appliances include:
  - old computers,
  - refrigerators
  - projectors,
  - vending machines
  - old TVs





## Lighting

- › Nearly all interior inefficient lights upgraded
  - Still some incandescent light bulbs and old exterior lights.
- › We also found exterior lighting on during the day.



## Recommendations

- › **Lighting:** Install occupancy sensors, upgrade T8 – T8, fix photo cells, replace older exterior lights.
- › **HVAC:** Fix fins, add occupancy sensors, and replace old units.
- › **Drafts/Insulation:** Install new weather stripping, replace single pane windows.
- › **Plug Loads:** Use Energy Star products, and turn off and unplug unused appliances, Vendingmiser

## Top Recommendations

- Occupancy Sensors
- Lighting
- \$3,304 in utility costs
- 27,533 kilowatt-hours of energy
- 18,172 pounds of CO<sub>2</sub>

Thank you!

Questions?

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

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

**To:** Board of Trustees

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

**Date:** November 20, 2013

**Information Item**   X  

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

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

**Assist. Supt. Initials:**   CD  

**SUBJECT:**

**Projected Plans for Proposition 39 Presentation**

**The Facilities Department will provide overview of plans to implement Proposition 39 within the District.**

*Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item   X  

To: Board of Trustees

Information Item           

Date: November 20, 2013

#Attached Pages           

From: Scott A. Loehr, Superintendent

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

October 16, 2013 Regular Meeting

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

# CENTER JOINT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES REGULAR MEETING

District Board Room, Room 503  
Wilson C. Riles Middle School  
4747 PFE Road, Roseville, CA 95747

Wednesday, October 16, 2013

### MINUTES

**OPEN SESSION - CALL TO ORDER** - President Wilson called the meeting to order at 5:15 p.m.

**ROLL CALL -** Trustees Present: Mrs. Anderson, Mr. Hunt, Mrs. Kelley, Mrs. Pope,  
Mr. Wilson

Administrators Present: Scott Loehr, Superintendent  
Craig Deason, Assist. Supt., Operations & Facilities  
Jeanne Bess, Director of Fiscal Services  
David Grimes, Director of Personnel/Student Services

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

1. Student Expulsions/Readmissions (G.C. §54962)
2. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)

#### PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

**CLOSED SESSION - 5:15 p.m.**

**OPEN SESSION - CALL TO ORDER – 6:00 p.m.**

**FLAG SALUTE** - led by Steve Jackson

**ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** – the Board met in Closed Session and no action was taken. The following items had action taken during Open Session:

1. Student Expulsions/Readmissions (G.C. §54962)  
Student Expulsion #13-14.01 - Recommendation approved.

**Motion:** Kelley  
**Second:** Hunt

**Ayes:** Anderson, Hunt, Kelley, Pope, Wilson  
**Noes:** None

Student Expulsion #13-14.02 - Recommendation approved.

**Motion:** Kelley  
**Second:** Anderson

**Ayes:** Anderson, Hunt, Kelley, Pope, Wilson  
**Noes:** None

**ADOPTION OF AGENDA** - There was a motion to approve the adoption of the agenda as amended:  
Table Consent Agenda Item #22

**Motion:** Anderson  
**Second:** Kelley

**Vote:** General Consent

### **STUDENT BOARD REPRESENTATIVE REPORTS**

1. Center High School - Kelsey Wooley
  - had homecoming 2 weeks ago. There were 525 students that came to the dance. The Juniors won 1<sup>st</sup> place for decorations, and Sophmores won 1<sup>st</sup> place for the skit.
  - next week they will be holding the Breast Cancer Awareness football game. There will be pink Breast Cancer Awareness shirts available for sale at the game. They hope to have a pink zone at the game.
  - November 1<sup>st</sup> will be the blood drive; sign ups start next week. They hope to get 161 people signed up and 99 pints of blood.
2. McClellan High School – Todd Joyce
  - welcomed Kari Knutson back.
  - McClellan will be offering the ASVAB test on Tuesday October 2<sup>nd</sup>; interested students can sign up in the office.
  - thanks to generous donations from the Antelope Lions Club, Roger Calhoun and the rest of the McClellan staff, they will be providing at least 8 McClellan families with Thanksgiving dinners this holiday season.
  - congratulated Ms. Baioni for having her project funded through DonorsChoose.org. The classroom will be receiving a wondrous subscription to the New York Times of Fun Magazine. This will allow the students to review world-wide current events to teach common core standards in her classroom. A special thanks was also given to John Telles and the Chevron Corporation for supporting her classroom.
  - the week of October 21<sup>st</sup> students and staff will be participating in Breast Cancer Awareness Week. There will be a bake sale fundraiser and Wear Pink Day. Proceeds from the bake sale will be donated to the local breast cancer support group in the name of McClellan families who have been affected by this disease.
  - During the week of October 28<sup>th</sup> students and staff will be participating in the Red Ribbon Week activities, including daily reminders of the dangers of using drugs.
  - the 1<sup>st</sup> trimester ends on Friday, November 1<sup>st</sup>
3. Antelope View Charter School- Marianna Flore
  - Ms. Babikova is out on maternity leave. She is due anytime now with twins and will be back in April.
4. Global Youth Charter School - Marianna Flore
  - soccer and volleyball season is winding down. They have been a lot more competitive this year.
  - have a new event called Trunk or Treat; it will be held in their parking lot on October 25<sup>th</sup>. They will be decorating cars and have the community come out and do some safe trick-or-treating.
  - thanked Mrs. Pope for coming out and visiting both sites.

## **ORGANIZATION REPORTS**

1. CSEA - Cyndy Mitchell, President, was not available to report.
2. CUTA - Heather Woods, President, noted that there is an amazing change from a year ago. She noted that they are going back to issues that they had in 2000; issues that are fixable, issues that the union and district can meet on and be able to fix within a half hour. Prioritizing their needs as they bring things back will be the most important part; to prioritize things on what we feel is most important like: grade levels at the elementary sites - getting those class sizes smaller; at the secondary level and even the elementary level, making sure we have stipend positions so that we can have lots of options for different clubs and activities; and at the high school looking at alternative schedules to bring more students to our district, increasing the amount of classes that they can take. She then talked about the things that she learned is going on at our school sites: Spinelli has a new Healthy Play mural, and the Star Brunch was a huge success; Oak Hill had a Fall Festival 2 weeks ago; Oak Hill will have Movie Night this Friday and on Oct 25<sup>th</sup> will have a Trunk and Treat; Dudley has many new clubs on campus, including the Ukulele Club; Dudley is also re-starting the Science Club; Dudley currently has a really good on-campus field trip called Re-create; North Country has a food pantry; if you have any extras please bring it by; this Friday North Country is having their Harvest Festival; and there are CHS football games to attend.

## **STUDENT/STAFF RECOGNITIONS**

1. **Staff Recognition** - Scott Loehr noted that we wanted to recognize Holland Myers for his efforts over the last 2 years to the new courses that he has done on his own dime, his own time, and spending so much energy on contacting and getting a hold of people to make this happen. Mr. Loehr noted that they have now received national demonstration status, "National 9-1-1 Training Center". Mike Jordan, Principal at CHS, noted that Mr. Myers has 30 plus years at Center High School, but what Mr. Myers has done in the last 2 years is phenomenal. Mr. Myers is 100% responsible due to his drive, his passion, and his enthusiasm for the 9-1-1 program, as well as for the Pharmacy program. That is why those programs have come to life, that is why they are successful, that is why we hear a buzz from students, families and parents. All of the credit goes to Holland Myers. He put in a lot of volunteer time, sitting in and observing at the 9-1-1 Dispatcher Call Center in Sacramento, observing, getting a feel for it. He put in Parent Nights to see if there was enthusiasm for this. He came up with the curriculum. Mr. Jordan congratulated him and gave him a deep thank you.

Mr. Loehr noted that career education classes are for preparing students for careers outside of the high school. Trustee Hunt noted that this class has students with employable skills. He thanked him for his hard work and amazing things he does for kids over the years with very little gain for himself. Trustee Anderson noted that this is a program very close to her heart. She noted that at a time when people said that there was no money or it couldn't be done Mr. Myers stood up and said he was going to do it and do whatever it takes to get it done. She noted that it was amazing watching him develop this program. Not only did he bring it to the district and set it up, but it has become a nationally recognized program. Trustee Pope thanked him for his hard work. Trustee Wilson noted that our district has always been a district that does more with less. He thanked him for continuing that great tradition, that hopefully will inspire more teachers. We try to do our best for our students, even if we don't have money.

Holland Myers noted that this was able to happen because of this district. This could not have happened in any other district. He noted that we are the first high school in 43 countries with a full time course in 9-1-1. He noted that he really enjoys working with the kids in this program. He added that as soon as they have the materials, the students in this course will also be trained in CPR.

Mr. Myers was presented a certificated of appreciation.

## **REPORTS/PRESENTATIONS**

1. **Local Control Funding Formula/Local Control Account Plan** - Jeanne Bess, Director of Fiscal Services, noted that with the adoption of LCFF we no longer have revenue limits, categorical programs, extra money for textbooks, money for some of our popular programs, deferred maintenance. All of these programs have been rolled into these different funding mechanisms. The base formula is the dollar amount per student, per grade level. That supplies majority of the money that we must use for day to day operations. It also means that we have to be very diligent in our planning and our budget. In addition to the base funding formula there is also additional money given to us for supplementary and concentration grants that are based on the free and reduced eligible students, foster youth and English Learners. LCAP will be determined once the state gives us the guidelines. It will be a collaboration of community and parents to help our students achieve the full education and will be particularly focused on the students that qualify in the socioeconomic areas. Once this plan is put together we must incorporate the budget so that the 2 can work together. It will be brought to the Board in May. She noted that we know that our funding is to be equal to last year. She provided the Board a pamphlet that was handed out at the School Services of California Workshop that she attended. She noted that she will try keep the Board updated. She noted that we will be forming committees and we would like to get as much input as possible. Mr. Loehr noted that it is different than what we are used to. The timeline is very crazy. We are coming together early so we can try to plan early. Trustee Kelley asked when the collaboration meetings will be held. Mr. Loehr noted that we have heard that a draft template may come out in November; we may start meeting in the spring. Trustee Kelley noted that there is not a lot of data available; we will have to find a source for data. Ms. Bess noted that this is why we want a lot of input. Mr. Loehr noted that as soon as we have information we will start planning meetings. Ms. Bess noted that it is really critical that the Board gets involved to help and give input. Trustee Anderson asked if the categoricals are totally being wiped off the map. Ms. Bess noted that the state categoricals are gone. It is all rolled into the base grant. It will be our decision as a community and as a Board where this money is to be spent. Trustee Anderson asked for the list of categoricals (how much we are talking about) to figure out what we are going to keep, where we are going, and where we have been over the last few years. Mr. Loehr noted that even though money is coming in, we still need to fund the programs we want to keep, like GATE.

## **COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA -**

Heather Woods noted that Wilson C. Riles had their first Algebra Success Academy Family Math Night. Teachers from Center applied for a CTA grant and were given the grant. North Country and Riles is doing it now, but are looking at adding some other schools. The next night is December 10<sup>th</sup>. Candy Ray is the coordinator for the district; email her if you would like more information.

## **BOARD/SUPERINTENDENT REPORTS**

### **Mrs. Pope**

- thanked Mr. Hughey and Mr. DeArcos; toured the sites last week.
- attended the SCOE Dinner with Mr. Loehr and Trustee Kelley.
- noted that she has someone that would like to help with the math curriculum selection.
- went to CHS and Riles Middle School.
- dropped by the CHS homecoming dance; game was wonderful even though we didn't win.
- was at Riles MS while they were doing an earthquake drill.
- noted that there is a family that took in 2 kids into their home and engaged them in activities; noted that we have a great community.



## **BOARD/SUPERINTENDENT REPORTS (continued)**

### **Mrs. Anderson**

- noted that she tends to work the snack bar for home games. Mr. Loehr brought in a group of people to work the snack bar so that the families could watch the homecoming game. Thanked everyone that participated in that.

### **Mr. Hunt**

- attended the homecoming game; fun night and well attended.  
- went to the Fall Festival at Oak Hill.  
- noted that he is glad to hear that the math curriculum is moving forward.  
- commented on Ms. Woods comment about the way things feel in the district and that the board felt that class size reduction as a priority, and he noted that it is important to both groups, here and CUTA.

### **Mrs. Kelley**

- noted that yesterday she had the opportunity to visit a couple schools; Mr. DeArcos gave a great tour and lots of information; saw new asphalt and paint; visited childcare center, and visited classrooms.  
- met Mr. Wartena and talked about some of the things they do in the community. There are a lot of things people can do in the community.  
- visited Dudley and saw the Re-create "field trip".  
- visited the Personnel and Student Services Department.  
- attended the homecoming game and worked the snack bar; she noted that it was great.  
- was supposed to tour a school that uses Linked Learning, but was not able to go; she did get a lot of information about it.  
- attended the Sacramento County School Boards Association Dinner with Mr. Loehr and Mrs. Pope.  
- she noted that she is scheduled to attend the annual CSBA conference this year  
- welcomed Todd and Kelsey (student board reps).  
- thanked Mr. Myers for the t-shirt; congratulated him on the success of the program.  
- thanked Heather for the M&Ms.

### **Mr. Loehr**

- attended the Safety Committee Meeting. They will be adding after hours procedures to the policy.  
- noted that last month the Board approved the Plan for Technology; by December 1<sup>st</sup> we will have our bid for wifi.  
- noted that we will start seeing the purchasing of items for the mobile labs and projectors on future board agendas/  
- announced that STAR is official gone; we now have Cal MAPP. This also means that we will no longer have an API.  
- mentioned that the math committee came up; Mrs. Lawson will be starting to put that together. Our goal is that grades 6-12 will have new materials.  
- noted that our district was selected by the state to come in and review our Special Ed records.  
- has been in many classrooms and continues to be impressed with what he sees.  
- thanked Mr. Deason's department for the new Board Room sign which is out front

### **Mr. Wilson**

- noted that math books were much better when he was a kid.  
- attended the homecoming game.  
- had a fun tour at Dudley Elementary.  
- noted that his son Liam scored his first 2 touchdowns for the Jr Cougars.

**CONSENT AGENDA**

1. Approved Adoption of Minutes from September 16, 2013 Regular Meeting
2. Approved Classified Personnel Transactions
3. Approved Certificated Personnel Transactions
4. Approved Job Description: Relief Driver
5. Approved Memorandum of Understanding between CJUSD and CSEA Regarding Temporary Change in Article XI, Section B: Out of District Route Bidding
6. Approved Memorandum of Understanding between CJUSD and CSEA Regarding Classified Lay-offs/Reductions in Hours for the 2013/14 SY
7. Approved Professional Service Agreement: Supported Life Institute/CTEC
8. Approved Professional Service Agreement: Shannan Taylor, MFT
9. Ratified 2013/2014 Individual Service Agreements:
  - 2013/14-149 Atkinson Youth Services
  - 2013/14-150 American River
  - 2013/14-151,152 Easter Seals
  - 2013/14-153 Mary Gwaltney, PhD
  - 2013/14-154 Guiding Hands
  - 2013/14-155 Baby Steps
10. Approved 2013/2014 Master Contracts:
  - Atkinson Youth Services
  - Baby Steps
11. Approved Surplus Books to be Recycled/Discarded
12. Approved Memorandum of Understanding between Sacramento Cal-SOAP Consortium and Center Joint Unified School District: 2013-2014-1
13. Approved Field Trip: CHS AVID to California State University Fresno
14. Approved Field Trip: FBLA Northern California Leadership Development Institute - CHS
15. Approved 6<sup>th</sup> Grade Science Camp at Alliance Redwoods Education Center - Oak Hill
16. Approved Final Payment for the Wilson Riles Middle School Painting Project
17. Approved Final Payment for the Old Junior High and McClellan High Schools Painting Project
18. Approved Final Payment for the Center High School Painting Project
19. Approved Final Payment for the North Country and Oak Hill School Parking Lots Paving Repair Project
20. Approved Amendment No. 7 to Five Year Agreement with Child Development Centers
21. Approved Amendment No. 8 to Five Year Agreement with Child Development Centers
22. *This item was removed from the agenda.*
23. Approved Agreement for Participation in the Center Joint Unified School District School-Age Child Care
24. Approved Payroll Orders: July 2013 - September 2013
25. Approved Supplemental Agenda (Vendor Warrants): September 2013

**Motion:** Anderson  
**Second:** Kelley

**Vote:** General Consent

22. Tabled Contract with Philip Service Corp. For Waste Disposal  
There was a motion to Table this items indefinitely.

**Motion:** Kelley  
**Second:** Hunt

**Ayes:** Anderson, Hunt, Kelley, Pope, Wilson  
**Noes:** None

**ADVANCE PLANNING**

- a. *Future Meeting Dates:*
  - i. *Special Meeting: Wednesday, November 6, 2013 @ 5:30 p.m. - District Office Conference Room, Room 5, 8408 Watt Avenue, Antelope, CA 95843*
  - ii. *Regular Meeting: Wednesday, November 20, 2013 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items:*

**ADJOURNMENT – 7:05 p.m.**

**Motion:** Hunt  
**Second:** Pope

**Vote:** General Consent

Respectfully submitted,

---

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

---

Jeremy Hunt, Clerk  
Board of Trustees

---

Adoption Date

*Center Joint Unified School District*

Dept./Site: Superintendent's Office  
To: Board of Trustees  
Date: November 20, 2013  
From: Scott A. Loehr, Superintendent  
Principal's Initials: \_\_\_\_\_

## AGENDA REQUEST FOR:

Action Item     X    Information Item           #Attached Pages     2    **SUBJECT: Adoption of Minutes****The minutes from the following meeting are being presented:**

November 6, 2013 Special Meeting

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

# CENTER JOINT UNIFIED SCHOOL DISTRICT

## BOARD OF TRUSTEES SPECIAL MEETING Center Joint Unified School District - District Office, Room 5 8408 Watt Avenue, Antelope, CA 95843

Wednesday, November 6, 2013

### MINUTES

**CALL TO ORDER** - Trustee Wilson called the meeting to order at 5:35 p.m.

**ROLL CALL** - Trustees Present: Mrs. Anderson, Mr. Hunt, Mrs. Kelley, Mrs. Pope, Mr. Wilson

Administrators Present: Scott Loehr, Superintendent  
Craig Deason, Assistant Superintendent of Operations & Facilities  
David Grimes, Director of Personnel & Student Services  
Jeanne Bess, Director of Fiscal Services

**FLAG SALUTE** - led by Trustee Hunt

**ADOPTION OF AGENDA** - the agenda was adopted as presented.

**Motion:** Hunt

**Vote:** General Consent

**Second:** Anderson

**COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA** - none

### BUSINESS ITEMS

#### A. First Reading: Board Policies/Regulations/Exhibits (4/13)

Revise BP 1325 Advertising and Promotion

The Board asked to remove "4. Proselytize or position the district on any side of a controversial issue" on page (d)

Revise BP/AR/E 1330 Use of School Facilities

The Board asked to change E 1330, the second line under INSURANCE REQUIREMENTS, by replacing "and" with a comma and after employees add "and volunteers"

Revise BP/AR	3460	Financial Reports and Accountability
Revise BP/AR	3514.1	Hazardous Substances
Revise E	4112.9/4212.9/4312.9	Employee Notifications
Revise AR	4117.14/4317.14	Postretirement Employment
Revise BP	5030	Student Wellness
Revise BP	5145.3	Nondiscrimination/Harassment
Revise E 5	145.6	Parental Notifications
Revise AR	5148	Child Care and Development
Revise BP/AR	6112	School Day
Revise BP/AR	6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education
Revise BP	6163.1	Library Media Centers
Revise BP/AR	6164.6	Identification and Education Under Section 504
Revise BB	9220	Governing Board Elections

There was a motion to approve all of the above policies, regulations and exhibits, with the changes noted above.

**Motion:** Hunt  
**Second:** Kelley  
**Ayes:** Anderson, Hunt, Kelley, Pope  
**Noes:** Wilson

**B. First Reading: Board Policies/Regulations/Exhibits (8/13)**

Revise	BP/AR	0420	School Plans/ Site Councils
Revise	BP	1431	Waivers
Revise	BP/AR	3311	Bids
Revise	AR	3514	Environmental Safety
Revise	AR	3542	School Bus Drivers
Revise	BP	4112.42/4212.42/4312.42	Drug and Alcohol Testing of Bus Drivers
Add	AR	4112.42/4212.42/4312.42	Drug and Alcohol Testing of Bus Drivers
Revise	AR	4161.11/4261.11/4361.11	Industrial Accident/Illness Leave
Revise	AR	4161.8/4261.8/4361.8	Family Care and Medical Leave
Revise	AR	5111.2	Nonresident Foreign Students
Revise	BP/AR	5141.27	Food Allergies/Special Dietary Needs
Revise	BP	6117	Year-Round Schedules
Delete	AR	6117	Year-Round Schedules
Revise	BP/AR	6162.6	Use of Copyrighted Materials
Revise	BB	9010	Public Statements
Revise	BB	9250	Remuneration, Reimbursement and Other Benefits
Add	E	9250	Remuneration, Reimbursement and Other Benefits

**Motion:** Anderson  
**Second:** Kelley

**Ayes:** Anderson, Hunt, Kelley, Pope  
**Noes:** Wilson

**ADVANCE PLANNING**

**a. Future Meeting Dates:**

- i. Regular Meeting: Wednesday, November 20, 2013 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747
- b. Suggested Agenda Items: board policies, date change of December meeting

**ADJOURNMENT - 6:16 p.m.**

**Motion:** Pope  
**Second:** Kelley  
**Vote:** General Consent

Respectfully submitted,

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

Jeremy Hunt, Clerk  
Board of Trustees

Adoption Date



# **CENTER JOINT UNIFIED SCHOOL DISTRICT**

## **RESOLUTION #6/2013-14**

### **DISTRICT SIGNATORIES: PAYROLL ORDERS & CLAIMS**

**WHEREAS**, the education code requires the board of trustees to forward to the Sacramento County Superintendent of Schools a resolution authorizing certain district employees to sign for the district expenditures,

**BE IT THEREFORE RESOLVED** that the following personnel are authorized by the Board of Trustees to sign for Payroll Orders and Claims and other expenditures as deemed necessary:

Jeanne Bess, Director of Fiscal Services

Scott Loehr, Superintendent

Craig Deason, Assistant Superintendent of Operations & Facilities

**APPROVED** this 20<sup>th</sup> day of November, 2013.

### **BOARD OF TRUSTEES**

---

Nancy Anderson, Member

---

Jeremy Hunt, Clerk

---

Kelly Kelley, Member

---

Delrae Pope, Member

---

Donald E. Wilson, President



# *Center Joint Unified School District*

<b>AGENDA REQUEST FOR:</b>	
Dept./Site: Superintendent's Office	Action Item _____
To: Board of Trustees	Information Item _____
Date: November 20, 2013	# Attached Pages _____
From: Scott A. Loehr, Superintendent	
Principal/Administrator Initials: _____	

<p><b>SUBJECT: Change December Board Meeting to December 11, 2013</b></p> <p>The December Board Meeting is scheduled for December 18, 2013 (the third Wednesday). Because of the upcoming holidays we are asking that the meeting be moved up to December 11, 2013.</p> <p><b>RECOMMENDATION: CJUSD Board of Trustees approve the change of the December Board Meeting to December 11, 2013.</b></p>
--

**CONSENT AGENDA**

AGENDA ITEM # XIV-5

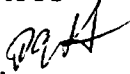
# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:**                      **Personnel Department**

**Date:**                              **November 20, 2013**                              **Action Item**   **X**  

**To:**                                  **Board of Trustees**                              **Information Item**           

**From:**                              **David Grimes,**  **# Attached Pages**   **1**    
Director of Personnel/Student Services

**SUBJECT: CLASSIFIED PERSONNEL TRANSACTIONS**

**NEW HIRE:**                      **Monikah Fierro, Cafeteria Worker**  
   **Suzanne Hayes, Instructional Specialist PH/Autism**  
   **Jordan Rogers, Instructional Specialist PH/Autism**

**RECOMMENDATION: Approve Classified Personnel Transactions as Submitted**

# CONSENT AGENDA

AGENDA ITEM # XIV-5

Monikah Fierro has been hired as a Cafeteria Worker at Center High School effective November 1, 2013.

Suzanne Hayes has been hired as an Instructional Specialist PH/Autism at Spinelli Elementary School effective November 12, 2013.

Jordan Rogers has been hired as an Instructional Specialist PH/Autism at Spinelli Elementary School effective November 12, 2013.

# Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Action Item X

Date: November 20, 2013

Information Item

To: Board of Trustees

# Attached Pages 1

From:  David Grimes, Director of Personnel and Student Services

Subject: Certificated Personnel Transactions

New Hire

Robert Smith, Dudley Elementary School

Retirement

Robert Strayer, Center High School

Recommendation: Approve Certificated Personnel Transactions as Submitted

CONSENT AGENDA

XIV-6

### **New Hire**

Robert Smith has been hired as a Temporary Special Day Class Teacher, Dudley Elementary School, effective October 14, 2013.

### **Retirement**

Robert Strayer has submitted his intent to retire from his position as Math Teacher, Center High School, effective end of day on May 30, 2014.

*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Special Education

Date: November 20, 2013

Action Item   X  

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent  
Initials: S.L.

# Attached Pages

**SUBJECT:** 2013/2014 Master Contract

Please ratify the following Master Contracts for special education students to receive services at a nonpublic schools/agency during the 2013/14 fiscal year.

Capitol Autism  
Med Trans

**RECOMMENDATION:** CJUSD Board of Trustees to ratify a Master Contract for the 2013/2014 school year.

COPY

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2013-2014*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District Center Joint Unified School District

2013/14

Contract Year \_\_\_\_\_

\_\_\_\_\_ Nonpublic School

☒

\_\_\_\_\_ Nonpublic Agency

**Type of Contract:**

☒

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

\_\_\_\_\_

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

\_\_\_\_\_

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*



**DISTRICT MASTER CONTRACT GENERAL  
AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2013-2014**

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**DISTRICT MASTER CONTRACT GENERAL  
AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2013-2014**

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**DISTRICT MASTER CONTRACT GENERAL  
AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2013-2014**

**2013-2014**

**CONTRACT NUMBER: -2013/14**

**LEA:                   CAPITOL AUTISM**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1.     MASTER CONTRACT**

This Master Contract is entered into this 1 day of July, 2013, between the Center Joint Unified School District (hereinafter referred to as "LEA" or "District") and Capitol Autism (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of an LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2.     CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each providers license, certification and/or credential.

**DISTRICT MASTER CONTRACT GENERAL  
AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2013-2014**

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void..

Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and the LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2013 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) No

**DISTRICT MASTER CONTRACT GENERAL  
AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2013-2014**

Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION  
OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA can be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

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otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

**9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time

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sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To



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terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$1,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The

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certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes,

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penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a joint venturer, employer, or co-principal of the LEA, then the LEA shall indemnify and hold harmless the CONTRACTOR.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other

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appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

**22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

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For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

**24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

**25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of 20 instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of 20 billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, may include Martin Luther King, Jr. Day, Cesar Chavez Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. CONTRACTOR agrees to provide all the information in the format required by the LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR-provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. SELPA MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend SELPA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the



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California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

**32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students

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for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) for all IEP planning and progress reporting. The SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's ISP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of the LEA's request.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

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**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

**46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA and SELPA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage on the LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute

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is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR



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shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances.

**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of

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staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

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in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

**58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should

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not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall

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not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

**NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. The LEA shall not be responsible for the payment of services when a student is absent.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the LEA) at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEPARTMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**DISTRICT MASTER CONTRACT  
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Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Name			Name and Title		
Nonpublic School/Agency/Related Service Provider Capitol Autism			Paula Robinson, Executive Assistant		
Address 1901 Royal Oaks Dr., Suite 201			LEA Center Joint Unified School District		
City	State	Zip	City	State	Zip
Sacramento, CA	95815		Antelope, CA	95843	
Phone 916-923-1789, 207 Fax ptraglio@capitolautismservices.com			Phone 916-338-6320 Fax 916-338-6329		
Email			Email probinson@centerusd.org		

**Additional LEA Notification  
(Required if completed)**

Name and Title

Address

City

State

Zip

Phone

Fax

Email

**DISTRICT MASTER CONTRACT GENERAL  
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**EXHIBIT A: RATES**

**CONTRACTOR: Capitol Autism  
(NONPUBLIC SCHOOL OR AGENCY)**

**CONTRACTOR NUMBER** \_\_\_\_\_

**2013-2014  
(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determined by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

**A. Supervising Consultant**

Rate	Period Ending
125.00	6/30/14

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Behavior Consultant**

(1)	a. Transportation – Round Trip	100.00	6/30/14
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Eval		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by: _____		
(11)	Nursing Services		



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(12) **Tutor**

\$35.00

6/30/14

(13) **Behavior Assessment**

\$1,500.00

6/30/14

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.

**DISTRICT MASTER CONTRACT GENERAL  
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The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

CONTRACTOR, CAPITOL AUTISM

LEA, CENTER UNIFIED

Nonpublic School/Agency

By:

[Signature]  
Signature

10/22/13  
Date

Paul Traggio, Admin MGR  
Name and Title of Authorized  
Representative

By:

[Signature]  
Signature

10/24/13  
Date

By:

Scott A. Lochr, Superintendent

Name and Title of Authorized  
Representative

**SACRAMENTO COUNTY  
SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2013-2014*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District Center Joint Unified School District

2013/14

Contract Year \_\_\_\_\_

\_\_\_\_\_ Nonpublic School

X

\_\_\_\_\_ Nonpublic Agency

**Type of Contract:**

X

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

\_\_\_\_\_

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

\_\_\_\_\_

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

**DISTRICT MASTER CONTRACT GENERAL  
AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
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**2013-2014**

**CONTRACT NUMBER:**

---

**LEA:                    Med Trans Medical/Legal Ambulatory Transportation**

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1.     MASTER CONTRACT**

This Master Contract is entered into this 1 day of July, 2013, between the Center Joint Unified School District (hereinafter referred to as "LEA" or "District") and Med Trans Medical/Legal Ambulatory Transportation hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of an LEA student, CONTRACTOR shall submit to LEA an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2.     CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each providers license, certification and/or credential.

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In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void..

Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and the LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

**4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2013 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) No



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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION  
OR TERMINATION**

This Master Contract includes the LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA can be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

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otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

**ADMINISTRATION OF CONTRACT**

**8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

**9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time

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sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$1,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The

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certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes,

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penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a joint venturer, employer, or co-principal of the LEA, then the LEA shall indemnify and hold harmless the CONTRACTOR.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other

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appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

**22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.



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When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

**23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

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For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

**24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

**25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of 20 instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of 20 billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, may include Martin Luther King, Jr. Day, Cesar Chavez Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. CONTRACTOR agrees to provide all the information in the format required by the LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR-provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. SELPA MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend SELPA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the

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California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

**31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

**32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students

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for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) for all IEP planning and progress reporting. The SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's ISP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of the LEA's request.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

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**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each



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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

**46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA and SELPA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage on the LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute

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is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR

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shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances.

**52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of

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staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures, and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

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in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

**58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should

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not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**60. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall



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not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

**NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. The LEA shall not be responsible for the payment of services when a student is absent.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the LEA) at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEPARTMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**DISTRICT MASTER CONTRACT GENERAL  
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The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

CONTRACTOR, MED TRANS

LEA, CENTER JOINT UNIFIED

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Scott A. Loehr, Superintendent

\_\_\_\_\_  
Name and Title of Authorized  
Representative

**DISTRICT MASTER CONTRACT  
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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Paula Robinson, Executive Assistant
Nonpublic School/Agency/Related Service Provider Med Trans Medical/Legal Ambulatory Transportation	LEA Center Joint Unified School District
Address 8303 Walerga Road, #61	Address 8408 Watt Avenue
City                      State                      Zip Antelope                      CA                      95843	City                      State                      Zip Antelope, CA 95843
Phone 916-813-9114                      Fax	Phone                      Fax 916-338-6320                      916-338-6329
Email	Email probinson@centerusd.org

**Additional LEA Notification  
(Required if completed)**

Name and Title
Address
City                      State                      Zip
Phone                      Fax
Email

**DISTRICT MASTER CONTRACT GENERAL  
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**EXHIBIT A: RATES**

**CONTRACTOR: MED TRANS**

**CONTRACTOR NUMBER**

**2013-2014**

**(NONPUBLIC SCHOOL OR AGENCY)**

**(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed**

**If blank, the number shall be as determine by  
CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed

Total LEA enrollment may not exceed

**Rate**

**Period Ending**

**A. Basic Education Program/Special Education Instruction**

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip	80.00	6/30/14
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Eval		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by:		
(11)	Nursing Services		

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- (12) Residential Board and Care
- (13) Residential Mental Health Services

_____	_____
_____	_____
_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.

**DISTRICT MASTER CONTRACT GENERAL  
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2013-2014**

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

CONTRACTOR, MED TRANS

LEA, CENTER UNIFIED

\_\_\_\_\_  
Nonpublic School/Agency

By:

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

\_\_\_\_\_  
Name and Title of Authorized  
Representative

By:

\_\_\_\_\_  
Signature Date  
By: Scott A. Loehr, Superintendent

\_\_\_\_\_  
Name and Title of Authorized  
Representative

# Center Joint Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: November 20, 2013

Action Item   X  

To: Board of Trustees

Information Item

From: Scott Loehr, Superintendent

# Attached Pages

Initials: S.L.

**SUBJECT:** 2013/2014 Individual Service Agreements

Please ratify the following Individual Service Agreements for special education students to receive services at nonpublic schools/agencies during the 2013/14 fiscal year.

2013/14-156	Med Trans	\$ 6,400.00
2013/14-157	Katrin Matten-Baxter, PT	\$ 400.00
2013/14-158-170	American River Speech	\$19,783.75
2013/14-171	Supported Life Institute CTEC	\$ 258.00
2013/14-172-173	Point Quest	\$21,933.75
2013/14-174	Easter Seals	\$ 712.50

**RECOMMENDATION:** CJUSD Board of Trustees to ratify Individual Service Agreements for the 2013/2014 school year.

CONSENT AGENDA



*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Special Education

**Date:** November 20, 2013

**To:** Board of Trustees

**From:** Scott A. Loehr  
Superintendent  
Initials: S.L.

**Action Item**   X  

**Information Item**

**# Attached Pages**

**SUBJECT:** PROFESSIONAL SERVICE AGREEMENT

**CONSULTANT'S NAME:** Katrin Mattern-Baxter, PT, DPT, PCS

**COMPANY NAME (if applicable)**

**SERVICE(S) TO BE RENDERED:** Provide Physical Therapy, evaluation, treatment,

**DATE(S) OF SERVICE:** 9/1/13 through 6/30/14

**PAYMENT PER HOUR:** \$100.00/hour of treatment and consultation.  
\$400.00 per evaluation

**TOTAL AMOUNT OF CONTRACT:** As needed

**FUNDING SOURCE:** 01-6500-0-5800-102-5750-1180-003-000

**RECOMMENDATION:** CJUSD Board of Trustees ratify Professional Service  
Agreement with: Katrin Mattern-Baxter

**CONSENT AGENDA**



Center Unified School District  
8408 Watt Avenue  
Antelope, California 95843

## PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 11/13 day of November, 2013 by and between the Center Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

\*Contractor Name: Katrin Mattern-Baxter  
Address: 442 Schmeiser Ave, Davis, CA 95618  
Phone: (530) 902-7258 Taxpayer ID#: [REDACTED]

\*Full description of services to be provided:

Physical Therapy evaluation, treatment, consultation

\*Payment \$ 400.00 per evaluation CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later. and \$100/hour of treatment and consultation

\*Beginning Date of Service: 9-1-2013 \*Frequency of Service Dates: as needed

\*Ending Date of Service: 6-30-2014

Method of Payment and Tax Reporting: (check one)

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

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

Reason service cannot be provided by a District employee:

to provide physical therapy services to students with special needs

Signature of CONTRACTOR*	<u>L. Mattern-Baxter</u>	Date:*	<u>11-13-13</u>
Signature of District employee requesting service:	_____	Date:	_____
Signature of Accounting Supervisor:	_____	Date:	_____
Date Board of Trustees Approved	_____	Date:	_____
Signature of Authorized Contracting Official:	_____	Date:	_____

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

Form

**W-9**(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give Form to the  
requester. Do not  
send to the IRS.Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

*Katrin Mattern-Baxter*

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶☐ Exempt payee☐ Other (see instructions) ▶

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

*442 Schmeiser Ave*

City, state, and ZIP code

*Davis, CA 95618*

List account number(s) here (optional)

Requester's name and address (optional)

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

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

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

Social security number

[Redacted Social Security Number]

Employer identification number

[Redacted Employer Identification Number]

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign  
Here**Signature of  
U.S. person ▶*K. Mattern-Baxter*

Date ▶

*11-13-13***General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

INDEPENDENT CONTRACTOR OR EMPLOYEE?  
DISTRICT GUIDELINES

PART I

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

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

**STOP HERE**

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

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

PART II

	YES	NO
8. Must the required service be performed by this individual? <i>Consider whether or not the individual may designate someone else to do the work without the district's knowledge or approval</i>		✓
9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i>		✓
10. Can this relationship be terminated without the consent of <u>both</u> parties?		✓

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

PART II - continued

	YES	NO
<p>11. Does the individual operate an <u>independent</u> trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i></p>	✓	
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	✓	

If either 11 or 12 are "NO", the individual is a district employee

**STOP HERE**

and process the individual through payroll.

If 11 and 12 are both "YES", continue

	YES	NO
<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>	✓	
<p>14. Is this paid by the job or on a commission?</p>	✓	
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>	✓	

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

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

Dept./Site: Curriculum

Date: November 20, 2013

Action Item   X  

To: Board of Trustees

Information Item

From: Becky Lawson, K-12 Curriculum Coordinator

Attached Pages   X  

Initials: BLL

**SUBJECT:** 2013/14 CA Common Core State Standards Professional Development Proposal

Please approve the Proposal for two PCOE Professional Development coordinators to provide training on February 3, 2013 from 1:30 – 3:30 pm - to Dudley Elementary employees.

This training will provide participants an opportunity to understand how to facilitate a close reading and build text dependent questions. Participants will explore the strategies Image Brainstorm as learners, Presenters will demonstrate how teachers can hook their students to new content by accessing their prior knowledge in a unique way.

**RECOMMENDATION:** Center JUSD Board to approve 2013/14 CA Common Core State Standards Professional Development Proposal

AGENDA ITEM # \_\_\_\_\_

**XIV-10**

**CONSENT AGENDA**

Center Joint Unified School District – Dudley Elementary School

California Common Core State Standard Professional Development Proposal

11/5/13

Date	Time	Training	Audience	Cost
February 3, 2013	1:30-3:00 PM	CCSS: Close Reading and Text Dependent Questions	K-6 Staff	\$1000

Total Proposal Cost: \$1000

Scope of Work

Audience: Dudley Elementary K-6 Staff

Two PCOE Professional Development Coordinators will provide the training on February 3 , 2013 from 1:30-3:30 PM at Dudley Elementary.

Training Description:

This training will provide participants an opportunity to understand how to facilitate a close reading and build text dependent questions. Participants will explore the strategies Image Brainstorm as learners, Presenters will demonstrate how teachers can hook their students to new content by accessing their prior knowledge in a unique way.

AGENDA

- Review common core state standards
- Experience connecting to prior knowledge strategies
- Experience a close read
- Investigate text-dependent questioning
- Clarify a process for planning a close read

## Center Joint Unified School District

**AGENDA REQUEST FOR:**

Dept./Site: Curriculum

Date: November 20, 2013

Action Item   X  

To: Board of Trustees

Information Item

From: Becky Lawson, K-12 Curriculum Coordinator

Attached Pages   X  

Initials: BL

**SUBJECT:** 2013/14 CA Common Core State Standards Professional Development Proposal

Please approve the Proposal for two PCOE Professional Development coordinators to provide training on November 19, 2013 from 3:30 – 5:00 - to Oak Hill Elementary employees.

This training will provide participants an opportunity to understand how to facilitate a close reading and build text dependent questions. Participants will explore the strategies Image Brainstorm as learners, Presenters will demonstrate how teachers can hook their students to new content by accessing their prior knowledge in a unique way.

**RECOMMENDATION:** Center JUSD Board to approve 2013/14 CA Common Core State Standards Professional Development Proposal

AGENDA ITEM # \_\_\_\_\_

**XIV-11**



Center Joint Unified School District – Oak Hills Elementary School  
California Common Core State Standard Professional Development Proposal

8/28/13

Date	Time	Training	Audience	Cost
November 19, 2013	3:30-5:00 PM	CCSS: Close Reading and Text Dependent Questions	K-6 Staff	\$1000

Total Proposal Cost: \$1000

Scope of Work

Audience: Oak Hills Elementary K-6 Staff

Two PCOE Professional Development Coordinators will provide the training on November 19 , 2013 from 3:30-5:00 PM at Oak Hills Elementary.

Training Description:

This training will provide participants an opportunity to understand how to facilitate a close reading and build text dependent questions. Participants will explore the strategies Image Brainstorm as learners, Presenters will demonstrate how teachers can hook their students to new content by accessing their prior knowledge in a unique way.

**AGENDA**

- Review common core state standards
- Experience connecting to prior knowledge strategies
- Experience a close read
- Investigate text-dependent questioning
- Clarify a process for planning a close read

*Center Unified School District*

AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Action Item X

To: Board of Trustees

Information Item       

Date: November 20, 2013

# Attached Pages 2

From: Alyson Collier

Principal's Initials: AC

**SUBJECT**

Acceptance of Sacramento County Office of Education Bullying Prevention grant and MOU

**RECOMMENDATION:** Approve

CONSENT AGENDA

### MEMORANDUM OF UNDERSTANDING Agreement #3 CJUSD-BPP

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, referred to as "SCOE" and the **Center Joint Unified School District** referred to as "District."

The purpose of this MOU is to outline the roles and responsibilities of SCOE and the District in regard to implementing the *Student Mental Health Wellness Education and Training Bullying Prevention Program (Program)*. The purpose of the Program is to maintain and/or further increase the capacity of districts to implement sustainable bullying prevention programs and strategies by providing training, demonstration sites, technical assistance and support.

Once signed by both parties, this MOU is in effect from **July 1, 2013 through June 30, 2014**

#### The SCOE agrees to:

- Provide a primary contact person for all work under this agreement. The primary contact will be:  
Pamela Robinson, Director I  
916.228.3906  
probinso@scoe.net
- Provide funding in the amount of **\$12,600** to support the District's Bullying Prevention program.
  - Pay funds to District within 90 days of receipt of District invoice
- Convene meetings and provide consultation, professional development, technical assistance and support.
- Coordinate with District and demonstration site(s) to implement the Program evaluation plan and related tools.
- Maintain a website to provide bullying prevention resources and information for students, school personnel, parents and community members.

#### The District agrees to:

1. Identify a "District Lead" to act as the point of contact and coordinate activities of the Bullying Prevention Program.
2. Continue adherence to the eligibility requirements used to establish demonstration site(s) as outlined on page three (3)
3. **Maintain *original*** demonstration site(s) to continue implementation of an evidence-based, research validated bullying prevention program for 4<sup>th</sup> 5<sup>th</sup> and/or 6<sup>th</sup> graders.
4. **For *original*** demonstration site(s), participate in Program evaluation and reporting, including but not limited to, collecting attendance rates for demonstration site(s), documentation of student demographics, participate in surveys related to the Program, and administer Program related surveys to students, parents and staff.
5. **When feasible**, expand implementation to include additional grade levels and/or sites. Report the number of expansion sites/grade levels, curriculum used, and number of students served.
6. **For *expansion demonstration site(s)***, submit a signed letter of support from the site administrator(s) and school staff indicating support of the Program.
7. Provide bullying prevention professional development opportunities and refresher trainings in the District for administrators, teachers, support staff, and parents.
8. Attend mandatory meetings, trainings and other events.
9. Disseminate electronic updates, information, and other resources, and promote usage of the BPP website to school community.
10. Submit a copy of the District Board Policy and Administrative Regulations related to Bullying/Bullying Prevention.

11. Submit a Program work-plan and budget that describes how the allocated funds will be used to implement the Bullying Prevention Program.
12. Submit quarterly reports of activities conducted by district personnel and demonstration site(s) by the 10<sup>th</sup> day of the month following the end of each quarter.
13. Invoice SCOE quarterly by the 15<sup>th</sup> day of the month following the end of each quarter.
14. Expend all funds by June 30, 2014. Submit final report and final invoice to SCOE no later than July 7, 2014.

#### **Indemnity Statement and Agreements**

Each party hereto agrees that they shall indemnify, defend and hold the other party and their governing body, officers, agents and employees, harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney fees and costs, incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party, at the indemnifying party's own expense and risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against any other party, the members of their governing body, officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party shall not be liable for damage or injury occasioned by the sole negligence or willful misconduct of the non-indemnifying party and its officers, agents, or employees. This provision shall not be limited to the availability or collectability of insurance coverage.

It is understood no relationship of agency between SCOE and the District is created by this MOU. The SCOE and its employees and agents performing services related to this MOU are not agents or employees of the District and are not entitled to any of the rights and/or benefits of District employees. The District and its employees and agents performing services related to this MOU are not agents or employees of the SCOE and are not entitled to any of the rights and/or benefits of SCOE employees.

In the performance of this MOU, any persons employed by the District shall be entirely and exclusively under the direction, supervision, and control of the District. In the performance of this MOU, any persons employed by the SCOE shall be entirely and exclusively under the direction, supervision, and control of the SCOE.

Neither SCOE nor the District shall have any power, right or authority to bind the other to any agreement or obligation or waiver, compromise or settle any account or claim on behalf of the other, or in any manner or act on behalf of the other without written authorization to do so.

The SCOE and the District shall monitor this agreement to oversee implementation of project activities.

**For the Sacramento County Office of  
Education:**

Mark Vigario, Assistant Superintendent  
Educational Services

**For the Center Joint Unified School District:**

Scott A. Loehr, Superintendent (*or print name of Designee*)

---

*Signature and Date*

---

*Signature of Superintendent (or Designee) and Date*

## Center Joint Unified School District

AGENDA REQUEST FOR

DEPT./SITE: Spinelli Elementary

ACTION ITEM ☒ X ☐

TO: Board of Trustees

INFORMATION ITEM ☐

DATE: November 8, 2013

# ATTACHED PAGES ☐

FROM: Kristin Schmieder

PRINCIPAL'S INITIALS \_\_\_\_\_

**SUBJECT:** 2013-2014 Single Plan for Student Achievement - Spinelli

**RECOMMENDATION:** The CJUSD Board of Trustees Approve the 2013-2014 Single Plan for Student Achievement for Spinelli Elementary School.

CONSENT AGENDA

# The Single Plan for Student Achievement

Cyril Spinelli Elementary School  
Center Joint Unified School District

34-73973-6032924  
CDS Code

Date of this revision:      October 2013

The *Single Plan for Student Achievement* (SPSA) is a plan of actions to raise the academic performance of all students to the level of performance goals established under the California Academic Performance Index. California *Education Code* sections 41507, 41572, and 64001 and the federal No Child Left Behind Act (NCLB) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and NCLB Program Improvement into the *Single Plan for Student Achievement*.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Kristin Schmieder

Position: Principal

Telephone Number: 916-338-6490

Address: 3401 Scotland Dr., Antelope, CA 95843

E-mail Address: [kriss@centerusd.org](mailto:kriss@centerusd.org)

The District Governing Board approved this revision of the School Plan on November 20, 2013.

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## **School Mission, Vision, and Goals**

### **Mission**

At Cyril Spinelli Elementary School all students are offered an educational environment designed to foster lifelong learning and create honorable citizens. Students develop habits of the mind which lead them to be flexible thinkers, problem solvers, and team players.

The school environment promotes powerful learning opportunities, and provides curriculum rich in a variety of genres. Activities are meaning centered and relevant, address various learning styles and multiple intelligences, encourage creativity, emphasize problem solving, incorporate authentic assessments, utilize technology, and reflect an appreciation and respect for cultural diversity.

### **Vision**

Students attending Spinelli Elementary will develop their intellectual, aesthetic, physical and emotional abilities to their fullest potential. All students will become avid readers and active participants in the learning process. They will be given ample opportunities to construct meaning from the challenging, culturally diverse curriculum. Computer technology will play an important role by engaging students in standards based instruction. Upon promotion from Cyril Spinelli Elementary School, the students will be socially responsible, effective communicators, problem solvers, and lifelong learners.

### **Goals**

- A safe, orderly environment for all students and staff
- State adopted curriculum and quality instruction
- Uninterrupted instructional time
- Frequent assessments
- Communication between home and school
- Students attending daily, on time, and ready to learn
- A nurturing, caring educational environment

### **School Profile**

Cyril Spinelli Elementary is one of four elementary schools in Center Joint Unified School District, located adjacent to Midtown Park in Antelope, CA within a dynamic community of economic and social diversity. Spinelli Elementary opened in 1965 and serves students from pre-school through sixth grade with a current enrollment of approximately 375 students.

To create an environment which promotes powerful learning, we provide standards-based curriculum presented in a variety of learning modalities designed to develop critical thinking skills. We also develop an appreciation and respect for cultural diversity through our *Second Step Program* and *Healthy Play Grant*.

Students who attend Cyril Spinelli Elementary reach or exceed the grade level standards through the *Open Court Reading Program*, and *Harcourt School Publishers Math Program* in grades K-5, and *Pearson, and Prentice Hall Math* in grade 6.

Following the ancient adage, "It takes a village to educate a child...", we believe the parents and community play an integral part in the success of our students. Therefore, we encourage the participation of parents, community members, and business partners.

To our students and their families we pledge to provide an enriching education to include:

- Alternative programs operating before school
- An academic support network for students' success
- Staff development to ensure the most qualified teachers
- Communication with families about upcoming events
- Frequent assessment of student performance to ensure success



- Standards-based, explicit reading and math programs designed to meet the needs of all learners
- Computer programs designed to meet individual student needs
- A Healthy Start Family Resource Center for students and their families
- A safe and orderly environment for all students and staff
- An environment where everyone helps and supports one another

### **Analysis of Current Instructional Program**

The following statements are adapted from No Child Left Behind (NCLB), Title I, Part A, and the California Essential Program Components (EPC), which are in effect until the reauthorization of the ESEA (Elementary and Secondary Education Act) is fully implemented. These statements may be used to discuss and develop findings that characterize the instructional program at this school for students:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

### **Standards, Assessment, and Accountability**

- At Spinelli, we use a variety of assessments to determine a student's needs. The following assessments are used at a variety of grade levels: the San Diego Quick (SDQ), Basic Phonics Skills Test (BPST), Basic Phonics Skills Test 2 (BPST2), Advanced Phonics Skills Test (APST), Fluency assessments, Direct Writing Assessment (DWA), the Stockton Profile, Open Court unit assessments, chapter tests in reading and math, pre and post tests in the math program, benchmark skill assessments, Accelerated Reader, STAR Reading Level Assessment, SIPPS, and *SuccessMaker* reports.
- Preschool students are administered the Desired Results Development Profile (DRDP) or the DRDP Access two times per year. This is a state-wide accountability assessment for all publicly funded center-based child development programs.

### **Staffing and Professional Development**

- The District offers in-service training in Open Court, Harcourt School Publishers Math Program, and Fred Jones Behavior Management Techniques.
- Computer training in-services are provided for the following programs: United Streaming, Excel, PowerPoint, Publisher, Basic and Intermediate Word, Aeries Student Information System, Accelerated Reader, Learning Today, Math Facts in a Flash, SuccessMaker, and email and Internet use.
- A District Academic Coach provides teacher training and staff development on a variety of topics to include English/Language Arts, Math, Technology, Writing Skills, Organizational Skills, and Critical Thinking Skills.

### **Teaching and Learning**

- Since the 1997-1998 School Year, we have been using the *Open Court Reading Series*. In the 2002-2003 School Year, we adopted *Open Court 2002*. This reading program is approved by the state, and aligned to the standards.
- In the 2001-2002 School Year we adopted the *Harcourt Math Program*. In the 2009-2010 school year we implemented the *Harcourt School Publishers Math Program*. With the adoption of *Open Court 2002*, our school-wide Title 1 program purchased \$40,000.00 in supplemental materials, such as extra reading trade books and listening centers with books on CD, to address the various learning styles and modalities of our

student population. In addition, \$10,000.00 was spent at the end of the 03-04 school year to replace consumable, supplemental materials to be used in the 04-05 school year. In the 04-05 school year, each grade level spent \$10,000.00 for standards-based supplemental materials to support the core curriculum and enhance the classroom environment. In the 05-06 school year, each teacher received an allotment to purchase additional instructional materials to support the core curriculum. In the 06-07 SY, supplemental materials were purchased to give additional support to our neediest students. In the 07-08 school year, we implemented a learning center model where grade level students participate in small group instruction in the core subjects to meet grade level standards. We operate two state of the art computer labs to accommodate students grades Pre-K-6.

#### Opportunity and Equal Educational Access

- Students have access to small group instruction in the classroom during workshop time to pre-teach or re-teach the curriculum.
- Every classroom has supplemental materials to support the curriculum.
- A Title 1 Academic Coordinator, and two instructional specialists pull-out and push-in to the classrooms to support the regular education program throughout the school day.
- We provide breakfast and lunch programs for our students, and offer free or reduced meals to families who qualify.
- We offer *Avenues* EL curriculum, SDAIE strategies, and use the EL component of the reading program for our EL students who are developing their English acquisition skills.

#### Involvement

- We have an ELD teacher one day a week to ensure the needs of our English Learners are being addressed.
- We have a school English Language Advisory Committee (ELAC) and District English Language Advisory Committee (DELAC) for our non-English speaking parents.
- At the beginning of each school year, we hold FAST (Family and School Team) meetings with the families of our at risk students to get necessary interventions in place ASAP. The FAST plans are reviewed and adjusted every six weeks.
- We have translators to bridge the language barrier between our non-English speaking parents and the school.
- Student Success Team meetings are held weekly to address students with academic, social and/or emotional needs which impede their learning.
- We have a Healthy Start Program/Family Resource Center on our campus offering outreach services for our students and their families.
- Students and their families have access to our school library.
- Student attendance is emphasized by the teaching staff, office staff, and administration by communicating with families when their child is absent.
- Student health issues are addressed by either our district nursing department or Healthy Start/Family Resource Center office.
- Parent support/participation/involvement is encouraged and welcomed at Spinelli.

#### Funding

- We provide an intervention program for students at risk of retention. Students most at risk come to school for additional time outside the school day to develop the skills needed to meet the grade level standards. We offer a before school program staffed by two teachers and two instructional specialists.

- Our Title 1 Academic Coordinator, part time intervention teacher, and part time instructional specialist provide a pull-out and/or push-in program during the school day for students who are not working at grade level. They work with the students on the grade level standards in the core curriculum.
- All classrooms have approximately three computers for student use throughout the day. Students in grades K-6 are provided Internet access for research projects.
- Classrooms have listening centers to accommodate student needs.
- Classrooms have supplemental materials in the core curriculum for student use.
- Our computer labs are equipped with a variety of academically sound supplemental programs designed to meet individual student needs.
- Students have access to the Harcourt Math Intervention computer program, the *Accelerated Reader Program*, and the *Read Naturally Program* to build their fluency and comprehension skills.

## ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

### Healthy Start/Family Resource Center

The Healthy Start/Family Resource Center and Title 1 staff collaboratively meet with families to support them in developing a plan and accessing the resources they need to provide a safe, healthy learning environment for their children. These Family and School Team (FAST) plans may include an array of services available through our Healthy Start/Family Resource Center, educational supports, or assistance in accessing community resources. Family members or school staff can initiate a FAST meeting. We acknowledge that parents are the primary support and educators of their children and the school is the facilitator for organizing services. We believe that successful families raise successful children. The following services are available:

<b>Academic</b>	<b>Health</b>	<b>Social/Emotional</b>	<b>Basic Needs</b>
One on one and small group tutoring	Translation in Spanish and Russian to assist in accessing health services	Mentoring by Staff members, Healthy Play Grant strategies	Referrals for housing assistance through Healthy Start/Family Resource Center
Translation services for parent/teacher conferences in Spanish and Russian	Referral and advocacy to access health services and family health education	2 <sup>nd</sup> Step, Stop and Think, and Healthy Play curriculum taught and implemented	Emergency clothes closet on the campus
English Language classes for adults every morning	Assistance applying for low cost health insurance for children	Special Friends program and Healthy Play to help students gain confidence in school	Referrals for emergency food
English Language classes for adults two evenings a week	Access to free eye care through Vision Service Plan for low income students who do not have insurance	Friends Club and Healthy Play to teach students how to model pro-social behavior and problem solving strategies	Toys for children at Christmas
Adult Education GED classes	Annual Dental screening and free dental care for uninsured students	Consultation for teachers and parents on child behavior and management	Host families for Thanksgiving and Christmas meals
Community donation of school supplies	Dental health care instruction through Smilekeepers	Child and family counseling for MediCal eligible families through Terkensha Mental Health	Services for homeless families

## Title 1

Spinelli Elementary receives federal money to support the needs of our underperforming students. Our school-wide Title 1 program offers the following services for students:

<b><u>Identification</u></b> of all students, kindergarten through grade 6, who are in need of supplemental instruction in Reading/ Language Arts and Math, based on assessment data	<b><u>A Title 1 Coordinator</u></b>  Provide individual and small group instruction in Reading/ Language Arts and Math.	<b><u>2 Instructional Specialists</u></b>  Provide individual and small group instruction in Reading/ Language Arts and Math	<b><u>Step Up To Writing</u></b>  A writing program designed to be used across the curriculum in grades 1-6
<b><u>Extended Day Programs</u></b>  Before school classes to assist at-risk students in Language Arts and Math	<b><u>Supplemental Materials</u></b>  Literature, literacy resources, computer software, and various manipulatives are available for classroom use	<b><u>Math Facts in a Flash</u></b>  Assists students in mastering math facts from basic addition to decimals, squares, and fractions	<b><u>Harcourt Math Intervention</u></b>  Software which directly supports the classroom math curriculum
<b><u>Computer Labs</u></b>  Students have access to two computer labs. These labs are used for computer-assisted instruction and research projects.	<b><u>Computer-assisted instruction</u></b>  Students have access to <i>SuccessMaker</i> . These individualized programs address specific Language Arts and Math needs. It is available in grades, Kindergarten through 6 <sup>th</sup> .	<b><u>Accelerated Reader</u></b>  A computerized reading incentive program, which helps to motivate students to read by setting individual reading goals and assessments	<b><u>Read Naturally Program:</u></b>  A computerized reading program focusing on reading fluency and comprehension skills

## Intervention Program

Spinelli offers a variety of intervention programs designed to meet the physical, social, emotional, and academic needs of the students. We offer programs before, during and after school to ensure we develop productive members of society.

### ***How do we meet the physical needs of our students?***

Approximately one-third of our students eat <b>breakfast</b> at school daily, and three-fourths eat school <b>lunch</b> .	We have a <b>clothes closet</b> for students in need.	Through a partnership with the <b>Antelope Mom's Club</b> , we are able to provide school supplies, backpacks, and clothing for students.	We refer families for immediate food needs. We <b>host families</b> for Thanksgiving and Christmas meals. We provide toys and clothing to needy families at Christmas.
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### ***How do we meet the social needs of our students?***

The social needs of our students are met through the <b><i>Second Step, Stop and Think</i></b> , and <b><i>Healthy Play</i></b> curriculum used in classrooms and on the playground	<b><i>Primary Intervention Program</i></b> We have PIP on our campus for students who may "fall through the cracks"; giving them tools for developing friendships	<b>Spinelli Buck Store</b> Every Friday students who received Spinelli bucks for "doing the right thing" get to shop for items in our Spinelli Buck store	To recognize the importance of positive behaviors, we celebrate and award students at our <b>Tiger Days</b> , and we give students the opportunity to be team players and build their self-confidence by creating performances for the student body
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<b>School Clubs:</b> Walking Club	<b>Peacekeeper Program</b> Students who qualify must maintain good grades, be role models for their peers, and have the skills to help students resolve conflicts in a peaceful manner.	We have a <b><i>Healthy Play Program</i></b> to address students who have difficulty demonstrating pro-social behaviors inside and outside the classroom	<b>P.E. Interns</b> We have a partnership with CSUS Physical Education Department, where we host P.E. Interns for eight week cycles as student teachers. Our students learn a variety of physical fitness activities, and develop a teamwork approach to sports activities.
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***How do we meet the emotional needs of our students?***

Spinelli was awarded a \$400,000.00 Healthy Start Grant in June of 2000. Our Healthy Start program is still in operation today, extending the grant far beyond the initial three years of funding.	Through Terkensha Mental Health, our families have access to mental health services increasing students' abilities to function in school, at home, and in the community. These services are provided on the Spinelli campus.	We have a <i>Healthy Play Program</i> designed to teach appropriate social skills.	Occasionally we make home visits to support students who need that connection to be successful in school.
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***How do we meet the academic needs of our students?***

Being a School-wide Title 1 school, we offer a variety of interventions meeting the needs of all learners. These interventions include extra materials to support the curriculum, instructional specialists or teachers working with students, computers and computer labs, and <i>Accelerated Reader</i>	<i>UnitedStreaming</i> , an online video clip program designed to offer real-life visual and audio cues on a number of educational topics, provides students with background knowledge necessary for concept attainment.	Our English Learners receive instruction in English Language via the <i>Avenues Curriculum</i> , have access to the <i>Learning Today</i> computer program, and SDAIE strategies throughout the school day. All students participate in the <i>Step Up to Writing</i> program.	We have a Title 1 Academic Coordinator, a part time intervention teacher, and a part time instructional specialist who work one-on-one or in small groups with students using a pull-out/ push-in model throughout the school day to bring struggling students up to the grade level standards.
Our Title 1 Academic Coordinator meets with teachers every six weeks to discuss the progress of students with FAST Plans, and adjust the plans to meet the needs of the students.	We provide staff development to improve and strengthen our teachers' abilities to deliver a quality education. We provide in-services on behavior management, strategies and techniques for reaching the reluctant learner, curriculum delivery, and technology to extend student learning.	To increase school attendance, we also recognize students with perfect attendance at our Tiger Days. We make daily phone calls home for every student absence.	For a struggling student, the day begins with before school intervention, where the student works on reading and/or math skills. Before school intervention also utilizes one-on-one sessions with a teacher or instructional specialist. This program is offered daily.

# Demographic Information

Cyril Spinelli Elementary

Based on STAR student answer documents

Reporting Ethnicity	2011		2012		2013	
	#	%	#	%	#	%
African-American	29	12.7	39	13.9	28	9.8
Amer. Indian or Alaskan Nat.	4	1.8	0	0.0	1	0.3
Asian-American	35	15.4	41	14.6	39	13.6
Filipino-American	1	0.4	3	1.1	3	1.0
Hispanic or Latino	54	23.7	74	26.3	78	27.3
Pacific Islander	3	1.3	2	0.7	3	1.0
White (not Hispanic)	99	43.4	119	42.3	121	42.3
Two or More Races	3	1.3	3	1.1	13	4.5
Other Ethnicity or Missing	0	0.0	0	0.0	0	0.0

Other Demographics	2011		2012		2013	
	#	%	#	%	#	%
English Learner	65	28.5	59	21.0	58	20.3
RFEP	27	11.8	40	14.2	29	10.1
Economically Disadvantaged	29	12.7	216	76.9	226	79.0
Students with Disabilities	53	23.2	82	29.2	92	32.2
Migrant Education	0	0.0	0	0.0	0	0.0
Gifted and Talented	0	0.0	0	0.0	12	4.2



## STUDENT PERFORMANCE DATA SUMMARY

<b>Ethnic/Racial (CALPADS)</b>		<b><u>Percent</u></b>	<b>Parent Educational Level (CALPADS)</b>		<b><u>Percent</u></b>
African American		9	*Parent with a response		97
American Indian		1	Of those with a response		
Asian		14	Not a high school graduate		12
Filipino		1	High school graduate		32
Hispanic or Latino		27	Some College		38
Pacific Islander		1	College graduate		16
White (not Hispanic)		43	Graduate		3
Two or more races		5			
These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.			*This number is the percentage of student answer documents with stated parent education level information.		
<b>Participants in Free or Reduced Price Lunch (CALPADS)</b>		<b><u>Percent</u></b>	<b>Average Parent Educational Level</b>		
		66	2.66		
			The average of all responses where "1" represents "Not a high school Graduate" and "5" Graduate school."		
<b>English Learners (CALPADS)</b>		<b><u>Percent</u></b>	<b><u>Percent</u></b>		
		20	<b>Fully credentialed teachers</b>		
<b>Reclassifies Fluent English (RFEP)</b>		10	100		
<b>Students with Disabilities (CALPADS)</b>		31	<b>Teachers with emergency credentials</b>		
<b>Multi-track year-round school</b>		no	0		
<b>AverageClass Size (CBEDS)</b>		<b><u>Average</u></b>	<b><u>Number</u></b>		
<b>Grades K-3</b>		19	<b>Enrollment in grades 2-11 on first Day of testing (STAR)</b>		
<b>Grades 4-5</b>		22	286		
			<b>Number of students excused from testing (STAR) per parent written request</b>		
			0		
			<b>Number of Students Tested (STAR)</b>		
			283		

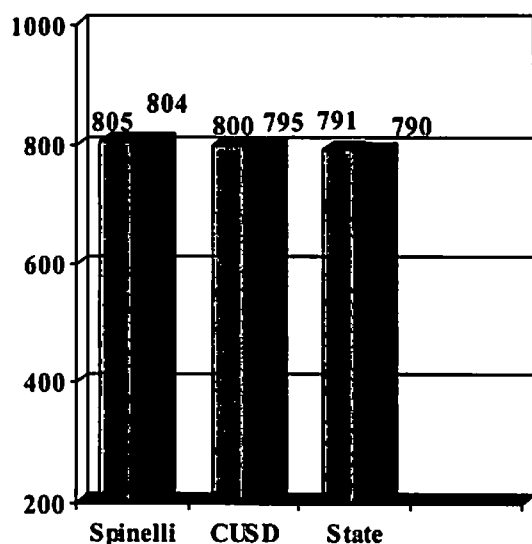
### State Accountability: Academic Performance Index (API)

The API is a system for ranking schools statewide according to results of student performance based on the Student Testing and Reporting System (STAR). The ranking includes ten deciles, decile one being the lowest.

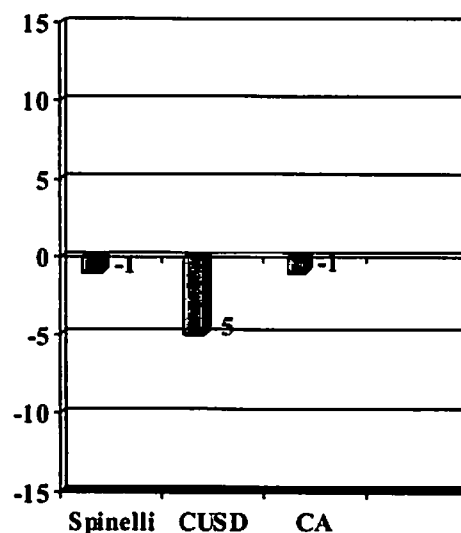
STAR 2013 Percent Tested	Number Included in the 2013 API	2013 API (Growth)	2012 API (Base)	2012-13 Growth Target	2013-13 Growth	Met Target School-wide	Met Target Comparable Improvement
100	263	804	805	A	-1	yes	no

Student Groups	Number of Pupils Included in 2013 API	Numerically Significant	2013 Subgroup API Growth	2012 Subgroup API Base	2012-2013 Subgroup Growth Target	Met 2012-2013 Subgroup Growth Target
African American, not Hispanic	24	no	770	787	n/a	n/a
American Indian or Alaska Native	2	no	n/a	n/a	n/a	n/a
Asian	38	no	808	819	n/a	n/a
Filipino	2	no	n/a	n/a	n/a	n/a
Hispanic or Latino	78	yes	804	810	A	yes
Pacific Islander	3	no	n/a	n/a	n/a	n/a
White not Hispanic	107	yes	806	806	A	yes
Economically Disadvantaged	188	yes	805	799	1	yes
English Learners	76	yes	797	801	A	no
Students with Disabilities	83	yes	755	772	5	no

API Scores from 2012 to 2013



Growth in API from 2012 to 2013



## Table 2: English Language Arts - Adequate Yearly Progress (AYP)

Data Source: California Department of Education (CDE) Research Data Files

### Cyril Spinelli Elementary

Performance Data by Student Group						
Demographic Group	Year	Participation Rate	# At or Above Proficient	% At or Above Proficient	AYP Target	Met AYP Criteria?
All Students	2011	100	108	53.7	67.6	No
	2012	100	128	50.0	78.4	No
	2013	99	124	47.1	89.2	No
African-American	2011	100	16	64.0	67.6	--
	2012	100	18	51.4	78.4	--
	2013	96	10	41.7	89.2	--
Amer. Indian or Alaskan Nat.	2011	100	--	--	67.6	--
	2012	--	--	--	78.4	--
	2013	100	--	--	89.2	--
Asian-American	2011	100	14	45.2	67.6	--
	2012	100	22	56.4	78.4	--
	2013	100	19	50.0	89.2	--
Filipino-American	2011	100	--	--	67.6	--
	2012	100	--	--	78.4	--
	2013	100	--	--	89.2	--
Hispanic or Latino	2011	100	21	42.0	67.6	No
	2012	100	32	47.1	78.4	Yes
	2013	100	32	41.0	89.2	No
Pacific Islander	2011	100	--	--	67.6	--
	2012	100	--	--	78.4	--
	2013	100	--	--	89.2	--
White (not Hispanic)	2011	100	51	59.3	67.6	Yes
	2012	100	53	49.5	78.4	No
	2013	98	54	50.5	89.2	Yes
Two or More Races	2011	--	--	--	67.6	--
	2012	--	--	--	78.4	--
	2013	100	--	--	89.2	--
English Learner	2011	100	35	44.9	67.6	No
	2012	100	39	45.3	78.4	Yes
	2013	100	35	46.1	89.2	Yes
Economically Disadvantaged	2011	100	75	48.1	67.6	No
	2012	100	94	47.2	78.4	No
	2013	100	100	47.6	89.2	No
Students with Disabilities	2011	100	24	49.0	67.6	--
	2012	100	26	34.2	78.4	No
	2013	97	26	31.0	89.2	No

**Table 3: Mathematics - Adequate Yearly Progress  
(AYP)**

Data Source: California Department of Education (CDE) Research Data Files  
Cyril Spinelli Elementary

Performance Data by Student						
Demographic Group	Year	Participation Rate	# At or Above Proficient	% At or Above Proficient	AYP Target	Met AYP
All Students	2011	100	132	65.7	68.5	N
	2012	100	147	57.6	79.0	N
	2013	99	139	52.9	89.5	N
African-American	2011	100	17	68.0	68.5	-
	2012	100	20	57.1	79.0	-
	2013	96	11	45.8	89.5	-
Amer. Indian or Alaskan Nat.	2011	100	--	--	68.5	-
	2012	--	--	--	79.0	-
	2013	100	--	--	89.5	-
Asian-American	2011	100	23	74.2	68.5	-
	2012	100	25	64.1	79.0	-
	2013	100	23	60.5	89.5	-
Filipino-American	2011	100	--	--	68.5	-
	2012	100	--	--	79.0	-
	2013	100	--	--	89.5	-
Hispanic or Latino	2011	100	33	66.0	68.5	Y
	2012	100	37	54.4	79.0	N
	2013	100	39	50.0	89.5	N
Pacific Islander	2011	100	--	--	68.5	-
	2012	100	--	--	79.0	-
	2013	100	--	--	89.5	-
White (not Hispanic)	2011	100	53	61.6	68.5	Y
	2012	99	61	57.5	79.0	N
	2013	98	56	52.3	89.5	N
Two or More Races	2011	--	--	--	68.5	-
	2012	--	--	--	79.0	-
	2013	100	--	--	89.5	-
English Learner	2011	100	55	70.5	68.5	Y
	2012	100	55	64.0	79.0	N
	2013	100	43	56.6	89.5	N
Economically Disadvantaged	2011	100	100	64.1	68.5	N
	2012	100	110	55.3	79.0	N
	2013	100	110	52.4	89.5	N
Students with Disabilities	2011	100	27	55.1	68.5	-
	2012	99	36	48.0	79.0	N
	2013	97	35	41.7	89.5	N

**Table 4: 2012-13 California English Language Development (CELDT)  
Data**

Data Source: California Department of Education  
(CDE) Research Data Files

**Cyril Spinelli Elementary**

**Annual Assessments Pending CDE Release**

Grade	Tested	SBE		Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning	
	#	#	%	#	%	#	%	#	%	#	%	#	%
K	--	-	-	-	--	--	--	--	--	--	--	-	-
1st	--	-	-	-	--	--	--	--	--	--	--	-	-
2nd	--	-	-	-	--	--	--	--	--	--	--	-	-
3rd	--	-	-	-	--	--	--	--	--	--	--	-	-
4th	--	-	-	-	--	--	--	--	--	--	--	-	-
5th	--	-	-	-	--	--	--	--	--	--	--	-	-
6th	--	-	-	-	--	--	--	--	--	--	--	-	-
7th	--	-	-	-	--	--	--	--	--	--	--	-	-
8th	--	-	-	-	--	--	--	--	--	--	--	-	-
9th	--	-	-	-	--	--	--	--	--	--	--	-	-
10th	--	-	-	-	--	--	--	--	--	--	--	-	-
11th	--	-	-	-	--	--	--	--	--	--	--	-	-
12th	--	-	-	-	--	--	--	--	--	--	--	-	-
All Grades	--	-	-	-	--	--	--	--	--	--	--	-	-

**Table 5a: Academic Performance by Ethnicity**

Data Source: Customer-supplied STAR data files

**Cyril Spinelli Elementary**

Subject Group	Coun			Advanced			Proficient			Basic			Below Basic			Far Below Basic		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
<b>English/Language Arts</b>																		
All Students	228	281	28	55 (24%)	54 (19%)	63 (22%)	72 (32%)	99 (35%)	86 (30%)	76 (33%)	78 (28%)	92 (33%)	12 (5%)	35 (12%)	34 (12%)	13 (6%)	15 (5%)	8 (3%)
African-American	29	39	2	8 (28%)	9 (23%)	5 (19%)	10 (34%)	14 (36%)	8 (30%)	7 (24%)	4 (10%)	7 (26%)	1 (3%)	6 (15%)	6 (22%)	3 (10%)	6 (15%)	1 (4%)
Amer. Indian or Alaskan Nat.	4	0	1	1 (25%)	0 (0%)	0 (0%)	2 (50%)	0 (0%)	1 (100%)	1 (25%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Asian-American	35	41	3	5 (14%)	6 (15%)	6 (15%)	11 (31%)	19 (46%)	14 (36%)	16 (46%)	11 (27%)	15 (38%)	1 (3%)	5 (12%)	4 (10%)	2 (6%)	0 (0%)	0 (0%)
Filipino-American	1	3	3	1 (100%)	1 (33%)	0 (0%)	0 (0%)	0 (0%)	1 (33%)	0 (0%)	1 (33%)	1 (33%)	0 (0%)	0 (0%)	1 (33%)	0 (0%)	1 (33%)	0 (0%)
Hispanic or Latino	54	74	7	14 (26%)	18 (24%)	19 (24%)	12 (22%)	24 (32%)	20 (26%)	21 (39%)	22 (30%)	29 (37%)	3 (6%)	7 (9%)	7 (9%)	4 (7%)	3 (4%)	3 (4%)
Pacific Islander	3	2	3	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	1 (33%)	3 (100%)	2 (100%)	2 (67%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
White (not Hispanic)	99	119	11	26 (26%)	19 (16%)	29 (24%)	35 (35%)	40 (34%)	37 (31%)	28 (28%)	38 (32%)	34 (29%)	7 (7%)	17 (14%)	15 (13%)	3 (3%)	5 (4%)	4 (3%)
Two or More Races	3	3	1	0 (0%)	1 (33%)	4 (31%)	2 (67%)	2 (67%)	4 (31%)	0 (0%)	0 (0%)	4 (31%)	0 (0%)	0 (0%)	1 (8%)	1 (33%)	0 (0%)	0 (0%)
English Learner	65	59	5	13 (20%)	7 (12%)	8 (14%)	10 (15%)	13 (22%)	17 (29%)	30 (46%)	22 (37%)	21 (36%)	3 (5%)	13 (22%)	8 (14%)	9 (14%)	4 (7%)	4 (7%)
RFP	27	40	2	5 (19%)	6 (15%)	8 (28%)	13 (48%)	21 (52%)	10 (34%)	9 (33%)	11 (28%)	10 (34%)	0 (0%)	2 (5%)	1 (3%)	0 (0%)	0 (0%)	0 (0%)
Economically Disadvantaged	29	216	22	10 (34%)	35 (16%)	48 (21%)	7 (24%)	78 (36%)	73 (32%)	8 (28%)	62 (29%)	71 (32%)	2 (7%)	31 (14%)	27 (12%)	2 (7%)	10 (5%)	6 (3%)
Students with Disabilities	53	82	8	17 (32%)	27 (33%)	27 (30%)	15 (28%)	18 (22%)	19 (21%)	14 (26%)	19 (23%)	23 (26%)	1 (2%)	12 (15%)	17 (19%)	6 (11%)	6 (7%)	3 (3%)
Gifted and Talented	0	0	1	0 (0%)	0 (0%)	5 (42%)	0 (0%)	0 (0%)	5 (42%)	0 (0%)	0 (0%)	2 (17%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
<b>Mathematics</b>																		
All Students	228	280	28	72 (32%)	76 (27%)	76 (27%)	86 (38%)	91 (33%)	89 (31%)	51 (22%)	63 (23%)	83 (29%)	16 (7%)	41 (15%)	30 (11%)	3 (1%)	9 (3%)	5 (2%)
African-American	29	39	2	9 (31%)	10 (26%)	6 (22%)	11 (38%)	12 (31%)	6 (22%)	4 (14%)	6 (15%)	7 (26%)	4 (14%)	7 (18%)	7 (26%)	1 (3%)	4 (10%)	1 (4%)
Amer. Indian or Alaskan Nat.	4	0	1	1 (25%)	0 (0%)	0 (0%)	1 (25%)	0 (0%)	0 (0%)	2 (50%)	0 (0%)	1 (100%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Asian-American	35	41	3	12 (34%)	14 (34%)	9 (23%)	15 (43%)	14 (34%)	16 (41%)	5 (14%)	6 (15%)	10 (26%)	2 (6%)	7 (17%)	3 (8%)	1 (3%)	0 (0%)	1 (3%)
Filipino-American	1	3	3	1 (100%)	1 (33%)	1 (33%)	0 (0%)	1 (33%)	1 (33%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	1 (33%)	1 (33%)	0 (0%)	0 (0%)	0 (0%)
Hispanic or Latino	54	74	7	17 (31%)	21 (28%)	19 (24%)	21 (39%)	23 (31%)	25 (32%)	13 (24%)	17 (23%)	28 (36%)	3 (6%)	10 (14%)	6 (8%)	0 (0%)	3 (4%)	0 (0%)
Pacific Islander	3	2	3	0 (0%)	0 (0%)	0 (0%)	2 (67%)	0 (0%)	0 (0%)	1 (33%)	1 (50%)	2 (67%)	0 (0%)	1 (50%)	1 (33%)	0 (0%)	0 (0%)	0 (0%)
White (not Hispanic)	99	118	11	31 (31%)	30 (25%)	36 (30%)	35 (35%)	39 (33%)	35 (29%)	26 (26%)	32 (27%)	33 (28%)	7 (7%)	15 (13%)	12 (10%)	0 (0%)	2 (2%)	3 (3%)
Two or More Races	3	3	1	1 (33%)	0 (0%)	5 (38%)	1 (33%)	2 (67%)	6 (46%)	0 (0%)	1 (33%)	2 (15%)	0 (0%)	0 (0%)	0 (0%)	1 (33%)	0 (0%)	0 (0%)
English Learner	65	59	5	21 (32%)	14 (24%)	14 (24%)	23 (35%)	21 (36%)	17 (29%)	12 (18%)	10 (17%)	20 (34%)	6 (9%)	11 (19%)	5 (9%)	3 (5%)	3 (5%)	2 (3%)
RFP	27	40	2	8 (30%)	11 (28%)	7 (24%)	12 (44%)	19 (48%)	16 (55%)	6 (22%)	7 (18%)	6 (21%)	1 (4%)	2 (5%)	0 (0%)	0 (0%)	1 (3%)	0 (0%)
Economically Disadvantaged	29	216	22	11 (38%)	52 (24%)	57 (25%)	11 (38%)	72 (33%)	72 (32%)	5 (17%)	54 (25%)	70 (31%)	1 (3%)	31 (14%)	23 (10%)	1 (3%)	7 (3%)	3 (1%)
Students with Disabilities	53	81	8	17 (32%)	20 (25%)	22 (25%)	21 (40%)	31 (38%)	29 (33%)	8 (15%)	14 (17%)	17 (19%)	6 (11%)	13 (16%)	19 (21%)	1 (2%)	3 (4%)	2 (2%)
Gifted and Talented	0	0	1	0 (0%)	0 (0%)	10 (83%)	0 (0%)	0 (0%)	1 (8%)	0 (0%)	0 (0%)	1 (8%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)

**Table 5a: Academic Performance by Ethnicity**

Data Source: Customer-supplied STAR data files

**Cyril Spinelli Elementary**

Subject Group	Count			Advanced			Proficient			Basic			Below Basic			Far Below Basic		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
<b>5th Grade Science</b>	56	62	66	13 (23%)	7 (11%)	9 (14%)	25 (45%)	20 (32%)	29 (44%)	14 (25%)	25 (40%)	21 (32%)	2 (4%)	7 (11%)	5 (8%)	2 (4%)	3 (5%)	2 (3%)
All Students	9	10	7	1 (11%)	2 (20%)	0 (0%)	5 (56%)	3 (30%)	4 (57%)	1 (11%)	2 (20%)	2 (29%)	0 (0%)	1 (10%)	0 (0%)	2 (22%)	2 (20%)	1 (14%)
African-American	2	0	1	1 (50%)	0 (0%)	0 (0%)	1 (50%)	0 (0%)	1 (100%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Amer. Indian or Alaskan Nat.	6	5	10	1 (17%)	0 (0%)	0 (0%)	2 (33%)	1 (20%)	3 (30%)	2 (33%)	3 (60%)	5 (50%)	1 (17%)	1 (20%)	2 (20%)	0 (0%)	0 (0%)	0 (0%)
Asian-American	8	15	19	3 (38%)	2 (13%)	3 (16%)	4 (50%)	3 (20%)	5 (26%)	0 (0%)	5 (33%)	9 (47%)	1 (13%)	5 (33%)	1 (5%)	0 (0%)	0 (0%)	1 (5%)
Hispanic or Latino	1	1	0	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	1 (100%)	1 (100%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Pacific Islander	30	30	27	7 (23%)	3 (10%)	5 (19%)	13 (43%)	13 (43%)	15 (56%)	10 (33%)	13 (43%)	5 (19%)	0 (0%)	0 (0%)	2 (7%)	0 (0%)	1 (3%)	0 (0%)
White (not Hispanic)	0	1	2	0 (0%)	0 (0%)	1 (50%)	0 (0%)	0 (0%)	1 (50%)	0 (0%)	1 (100%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Two or More Races	9	10	8	3 (33%)	1 (10%)	0 (0%)	3 (33%)	1 (10%)	4 (50%)	2 (22%)	6 (60%)	2 (25%)	0 (0%)	1 (10%)	1 (13%)	1 (11%)	1 (10%)	1 (13%)
English Learner	12	14	9	1 (8%)	1 (7%)	0 (0%)	7 (58%)	7 (50%)	3 (33%)	3 (25%)	5 (36%)	5 (56%)	1 (8%)	1 (7%)	1 (11%)	0 (0%)	0 (0%)	0 (0%)
RFEP	8	49	53	1 (13%)	3 (6%)	7 (13%)	6 (75%)	15 (31%)	23 (43%)	0 (0%)	22 (45%)	18 (34%)	0 (0%)	6 (12%)	3 (6%)	1 (13%)	3 (6%)	2 (4%)
Economically Disadvantaged	16	11	24	4 (25%)	3 (27%)	6 (25%)	8 (50%)	3 (27%)	10 (42%)	4 (25%)	5 (45%)	6 (25%)	0 (0%)	0 (0%)	2 (8%)	0 (0%)	0 (0%)	0 (0%)
Students with Disabilities	0	0	3	0 (0%)	0 (0%)	2 (67%)	0 (0%)	0 (0%)	1 (33%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)

**Table 5b: Academic Performance by Grade Level**

Data Source: Customer-supplied STAR data files

**Cyril Spinelli Elementary**

Subject Grade	Count			Advanced			Proficient			Basic			Below Basic			Far Below Basic		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
<b>English/Language Arts</b>																		
All Grades	228	281	283	55 (24%)	54 (19%)	63 (22%)	72 (32%)	99 (35%)	86 (30%)	76 (33%)	78 (28%)	92 (33%)	12 (5%)	35 (12%)	34 (12%)	13 (6%)	15 (5%)	8 (3%)
Grade 2	57	58	55	25 (44%)	12 (21%)	16 (29%)	16 (28%)	15 (26%)	18 (33%)	8 (14%)	17 (29%)	13 (24%)	1 (2%)	9 (16%)	6 (11%)	7 (12%)	5 (9%)	2 (4%)
Grade 3	56	52	54	4 (7%)	13 (25%)	9 (17%)	14 (25%)	16 (31%)	14 (26%)	24 (43%)	13 (25%)	16 (30%)	9 (16%)	7 (13%)	12 (22%)	5 (9%)	3 (6%)	3 (6%)
Grade 4	58	58	47	20 (34%)	14 (24%)	14 (30%)	14 (24%)	26 (45%)	14 (30%)	23 (40%)	8 (14%)	16 (34%)	1 (2%)	8 (14%)	2 (4%)	0 (0%)	2 (3%)	1 (2%)
Grade 5	56	62	66	5 (9%)	10 (16%)	13 (20%)	28 (50%)	25 (40%)	18 (27%)	21 (38%)	19 (31%)	25 (38%)	1 (2%)	6 (10%)	9 (14%)	1 (2%)	2 (3%)	1 (2%)
Grade 6	1	51	61	1 (100%)	5 (10%)	11 (18%)	0 (0%)	17 (33%)	22 (36%)	0 (0%)	21 (41%)	22 (36%)	0 (0%)	5 (10%)	5 (8%)	0 (0%)	3 (6%)	1 (2%)
<b>Mathematics</b>																		
All Grades	228	280	283	72 (32%)	76 (27%)	76 (27%)	86 (38%)	91 (33%)	89 (31%)	51 (22%)	63 (23%)	83 (29%)	16 (7%)	41 (15%)	30 (11%)	3 (1%)	9 (3%)	5 (2%)
Grade 2	57	58	55	32 (56%)	16 (28%)	25 (45%)	14 (25%)	13 (22%)	13 (24%)	4 (7%)	15 (26%)	11 (20%)	5 (9%)	10 (17%)	5 (9%)	2 (4%)	4 (7%)	1 (2%)
Grade 3	56	52	54	12 (21%)	26 (50%)	13 (24%)	23 (41%)	14 (27%)	12 (22%)	18 (32%)	5 (10%)	14 (26%)	3 (5%)	6 (12%)	15 (28%)	0 (0%)	1 (2%)	0 (0%)
Grade 4	58	58	47	18 (31%)	16 (28%)	10 (21%)	23 (40%)	20 (34%)	19 (40%)	15 (26%)	13 (22%)	16 (34%)	2 (3%)	8 (14%)	0 (0%)	0 (0%)	1 (2%)	2 (4%)
Grade 5	56	62	66	10 (18%)	10 (16%)	15 (23%)	25 (45%)	26 (42%)	23 (35%)	14 (25%)	15 (24%)	20 (30%)	6 (11%)	9 (15%)	7 (11%)	1 (2%)	2 (3%)	1 (2%)
Grade 6	1	50	61	0 (0%)	8 (16%)	13 (21%)	1 (100%)	18 (36%)	22 (36%)	0 (0%)	15 (30%)	22 (36%)	0 (0%)	8 (16%)	3 (5%)	0 (0%)	1 (2%)	1 (2%)
<b>5th Grade Science</b>																		
Grade 5	56	62	66	13 (23%)	7 (11%)	9 (14%)	25 (45%)	20 (32%)	29 (44%)	14 (25%)	25 (40%)	21 (32%)	2 (4%)	7 (11%)	5 (8%)	2 (4%)	3 (5%)	2 (3%)



### Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

<b>SCHOOL GOAL # <u>1</u></b> <b>Assessments will reflect at least a two percent increase in the number of students performing at or above grade level in Reading/Language Arts.</b>	
<b>The students in the following subgroups and grade levels will participate in this goal:</b> <ul style="list-style-type: none"> <li>• All students, Title 1, English Learners, Students With Disabilities</li> </ul>	<b>Anticipated annual performance growth for each group:</b> <ul style="list-style-type: none"> <li>• Two percent increase in the number of students performing at or above grade level in Language Arts</li> </ul>
<b>Means of evaluating progress toward this goal:</b> <ol style="list-style-type: none"> <li>1. STAR leveled reading assessment</li> <li>2. Title 1 support</li> <li>3. Accelerated Reader</li> <li>4. Open Court, Pearson, and Fluency Assessments</li> <li>5. FAST meetings, 5 times a year with Title 1 coordinator</li> <li>6. DWA, <i>Step Up To Writing Program</i></li> <li>7. Cut-Points Checklist</li> <li>8. Before school Intervention program</li> <li>9. California Frameworks Blueprints</li> <li>10. <i>SuccessMaker</i> computer program</li> <li>11. Test prep workbooks and activities</li> <li>12. Teacher collaboration, analyzing student work samples</li> <li>13. Read Naturally Computer Program</li> <li>14. San Diego Quick, BPST, APST Assessments</li> <li>15. SIPPS Reading Program</li> <li>16. SDAIE Strategies, <i>Avenues</i> Curriculum</li> <li>17. Depth and Complexity Icons</li> </ol>	<b>Group data to be collected to measure academic gains:</b> <ol style="list-style-type: none"> <li>1. Accelerated Reader reports</li> <li>2. STAR leveled reading reports</li> <li>3. Report Cards</li> <li>4. EL report cards</li> <li>5. Parent access to Gradebook via Aeries</li> <li>6. Open Court and Pearson assessments</li> <li>7. SuccessMaker reports</li> <li>8. SIPPS Assessments</li> <li>9. San Diego Quick, BPST, APST Assessments</li> <li>10. EL Standards Portfolios/Checklists</li> <li>11. Fluency Assessments</li> <li>12. District Writing Rubric</li> <li>13. Work samples reviewed every six weeks</li> <li>14. Depth and Complexity - student work samples</li> <li>15. MMARS data system reports</li> </ol>

Actions to be Taken to Reach This Goal	Start /Completion Date	Proposed Expenditures	Estimated Cost	Funding Source
Extended learning time before school	August 13 - May 2014	Two Intervention teachers & an Instructional Specialist	\$14,000.00	Title 1
Push-in or Pull out programs during the day	August 13 - May 2014	1 Title 1 Coordinator, part time intervention teacher, & a part time Instructional Specialists	\$119,500.00	Title 1
Supplemental Services ( <i>Read Naturally, SuccessMaker</i> )	August 13 - May 2014	Currently have programs	None	
<i>Avenues</i> curriculum for EL students	August 13 - May 2014	Currently have curriculum	None	
Small group instruction during workshop	August 13 - May 2014	None	None	
<i>Accelerated Reader</i> yearly upgrade	August 13 - May 2014	Site licenses for computers, online access	\$4,000.00	Title 1
Staff Development: <i>High Quality First Instruction in a Common Core State Standards Classroom</i>	August 13 - May 2014	People/Time/Materials	\$10,000.00	District
Communication by the teachers with parents	August 13 - May 2014	Email, telephone, weekly grade reports, ABI access to grades and attendance	None	
School and/or classroom newsletter with web pages and other resources for parents to access which support student learning.	August 13 - May 2014	Copy Paper	\$500.00	General Fund
FAST meetings with Title 1 Academic Coordinator four times a year	August 13 - May 2014	Substitutes for teachers	\$2,000.00	Title 1
MMARS data system	August 13– May 2014	Provided by District	None	

## Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

<b>SCHOOL GOAL # <u>2</u></b> <b>Assessments will reflect at least a two percent increase in the number of students performing at or above grade level in Mathematics.</b>				
<b>Student groups and grade levels to participate in this goal:</b> <ul style="list-style-type: none"> <li>All students, Title 1, English Learners, Students With Disabilities</li> </ul>		<b>Anticipated annual performance growth for each group:</b> <ul style="list-style-type: none"> <li>Two percent increase in the number of students performing at or above grade level in Mathematics.</li> </ul>		
<b>Means of evaluating progress toward this goal:</b> <ol style="list-style-type: none"> <li>Harcourt School Publishing (HSP) Math Assessments</li> <li>Computer generated programs for remediation</li> <li>FAST meetings 5 times a year with Title 1 Academic Coordinator</li> <li>Cut-Points for Retentions checklist</li> <li>California Frameworks Blueprints</li> <li>Title 1 support</li> <li>Intervention program</li> <li>Pathways to Algebra</li> <li>Timed math fact tests</li> <li><i>Math Facts in a Flash</i> computer program</li> <li><i>Think Central</i> Math Supplements</li> <li>Staff Development, teacher collaboration</li> <li>MMARS (Multiple Measures ) data system</li> </ol>		<b>Group data to be collected to measure academic gains:</b> <ol style="list-style-type: none"> <li>Report Cards</li> <li>Gradebook access via Aeries</li> <li>HSP math assessments, K-5</li> <li>Prentice Hall math assessments, 6<sup>th</sup></li> <li>SuccessMaker data</li> <li>Timed math facts data</li> <li>EL portfolios</li> <li>IEP goals</li> <li>MMARS data system</li> </ol>		

Actions to be Taken to Reach This Goal	Start /Completion Date	Proposed Expenditures	Estimated Cost	Funding Source
Extended learning time before school	August 13 - May 2014	Two Intervention teachers & an Instructional Specialist	\$14,000.00	Title 1
Push-in or Pull out programs during the day	August 13 - May 2014	1 Title 1 Coordinator, a part time intervention teacher, and a part time Instructional Specialist	\$119,500.00	Title 1
Supplemental Services (Facts in a Flash, SuccessMaker, Harcourt computer Math software)	August 13 - May 2014	Currently have programs	None	
<i>Think Central Math Program</i>	August 13 - May 2014	Currently have program	None	
Small group instruction during workshop	August 13 - May 2014	None		
FAST meetings with Title 1 Coordinator five times a year	August 13 - May 2014	Substitutes for teacher meetings	\$2,000.00	Title 1
Communication by the teachers with parents	August 13 - May 2014	Email, telephone, weekly grade reports, Gradebook access via Aeries	None	
School and/or classroom newsletter with web pages and other resources for parents to access which support student learning.	August 13 - May 2014	Paper	\$500.00	General Fund
Staff Development: <i>High Quality First Instruction in a Common Core State Standards Classroom</i>	August 13 - May 2014	People/Time/Materials	\$10,000.00	District
MMARS data system	August 13 - May 2014	District Purchase	None to site	District

## Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

<b>SCHOOL GOAL # <u>3</u></b> Assessments will reflect at least a two percent increase in the number of ELL students performing at or above grade level.				
Student groups and grade levels to participate in this goal: <ul style="list-style-type: none"> <li>All ELL students</li> </ul>		Anticipated annual performance growth for each group: <ul style="list-style-type: none"> <li>Two percent increase in the number of ELL students performing at or above grade level.</li> </ul>		
Means of evaluating progress toward this goal: <ol style="list-style-type: none"> <li><i>Step Up To Writing Program</i></li> <li>Standards, Assessments, and Curriculum</li> <li>California Frameworks Blueprints</li> <li>ELL portfolios</li> <li>SDAIE strategies</li> <li>Preteach/reteach concepts to ELL</li> <li>Journal writing, quick writes</li> <li>Title 1 support throughout the school day and before school intervention</li> <li><i>Avenues</i> curriculum</li> <li>MMARS data system</li> </ol>		Group data to be collected to measure academic gains: <ol style="list-style-type: none"> <li>Assessment data</li> <li><i>Step Up To Writing</i> scored writing</li> <li>Report cards</li> <li>Gradebook access via Aeries</li> <li><i>Open Court and Pearson</i> assessments</li> <li><i>EL portfolios</i></li> <li><i>Avenues</i> student work</li> <li>MMARS data system</li> <li>Star Reading assessments</li> </ol>		

	Start /Completion Date	Proposed Expenditures	Estimated Cost	Funding Source
Ongoing staff development: <i>High Quality First Instruction Training in a Common Core State Standards Classroom</i>	August 13 – May 2014	People/Time/Materials	\$10,000.00	District
Depth and Complexity implemented in the classroom	August 13 - May 2014	None	None	
Written work using the <i>Step Up To Writing</i>	August 13 - May 2014	None	None	
SDAIE strategies used in classroom instruction	August 13 - May 2014	None	None	
Communication by the teachers with the parents regarding students' progress towards reaching grade level standards	August 13 - May 2014	None	None	

## Planned Improvements in Student Performance

The school site council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of student groups not meeting state standards:

<p><b>SCHOOL GOAL # <u>4</u></b>  Through school wide programs, average daily attendance will increase while referral and suspension rates decrease. Students will develop strategies for positive social interaction through <i>Second Step Skills for Social and Academic Success</i>, <i>Stop and Think Curriculum</i>, and Healthy Play daily activities.</p>	
<p>Student groups and grade levels to participate in this goal:</p> <ul style="list-style-type: none"> <li>• All students attending Spinelli</li> <li>• All staff members</li> <li>• All yard duties</li> </ul>	<p>Anticipated annual performance growth for each group:</p> <ul style="list-style-type: none"> <li>• 96% of the students will attend school each day</li> <li>• Students participate in <i>Second Step Program</i>, <i>Stop and Think</i>, Healthy Play, and class meetings</li> </ul>
<p>Means of evaluating progress toward this goal:</p> <ol style="list-style-type: none"> <li>1. Weekly attendance registers</li> <li>2. Aeries Reports</li> <li>3. Teacher lesson plans showing Second Step lessons, Healthy Play activities/lessons, and class meetings</li> <li>4. PeaceKeepers</li> <li>5. Student Awards at Tiger Days: Student of the Month, Student Achievement Awards, Tiger Tickets and PeaceKeeper Awards</li> </ol>	<p>Group data to be collected to measure academic gains:</p> <ol style="list-style-type: none"> <li>1. Actual weekly attendance sheets</li> <li>2. Actual number of suspensions and referrals</li> <li>3. Actual number of detentions</li> <li>4. Increased instruction time in class due to conflict resolution happening on the playground</li> </ol>

Actions to be Taken to Reach This Goal	Start /Completion Date	Proposed Expenditures	Estimated Cost	Funding Source
Telephone calls by the teachers and office staff inquiring about absences	August 12 - May 2013	Staff	None	General Fund
Monthly attendance letters sent home for truancy	August 12 - May 2013	Paper and postage	\$500	
Healthy Play implemented in every K-6 classroom	August 12 - May 2013	None	None	
<i>2<sup>nd</sup> Step Curriculum, Stop and Think Curriculum, Healthy Play</i> and class meetings	August 12 - May 2013	Currently have materials	None	
FAST meetings with Title 1 Academic Coordinator five times a year	August 12 - May 2013	Teacher Subs	\$2,000	Title 1
Walking Club	August 12 - May 2013	Prizes	\$200	Student Body Fund
Promoting student wellness	August 12 - May 2013	Currently have materials	None	
Ongoing training of staff members for Healthy Play	Sept. 12 - May 2013	In-services for staff, subs for teacher leaders	None	
Student recognition for perfect attendance at Tiger Days	August 12 - May 2013	Certificates and prizes	\$1,000	Student Body
Playground rules to include rewarding positive behavior choices, extrinsic rewards	August 12 - May 2013	Prizes and certificates	\$500	General Fund
Peace Keepers	August 12 - May 2013	Meetings and prizes	\$250	Student Body



## **Use of Fiscal Resources**

The following fiscal practices apply to the use of funds generated through the Consolidated Application:

**The state fiscal year** is the period from July 1 to June 30. Funds not spent during this period become "carryover funds," to be budgeted for use the following fiscal year. Districts may allow carryover to remain at the school that generated the funds or may aggregate unspent funds from all schools and redistribute them according to the formula appropriate for each program. State law does not limit the amount of carryover funds.

**The federal fiscal year** is the period from October 1 through September 30. However, we are allowed to spend federal funds beginning the previous July 1. Thus, the period of allowable expenditure extends for 15 months. Title I law limits the amount of funds that may be carried over from the previous fiscal year to 15 percent, except for agencies that receive less than \$50,000. A waiver of this restriction may be requested from the State Board of Education once every three years.

**Eighty-five percent** of the funds from certain categorical programs must be used for direct educational services at schools. This limitation applies to:

- Economic Impact Aid, State Compensatory Education Program
- Economic Impact Aid, Limited-English-Proficient Program
- Title I, Part A, Improving Basic Programs

Up to 15 percent may be spent for administrative costs incurred at the school and district office in support of these programs.

**Expenditures are allowable** if they:

- Provide an effective means of achieving the purposes of the program funding source
- Are a reasonable use of limited resources
- Are necessary to achieve the goals of the plan
- Provide supplementary services for eligible students
- Do not fund services required by state law
- Do not pay for what, in the absence of these categorical funds, would be provided by the general fund

This definition meets the federal requirement that expenditures of funds "supplement, and not supplant" state and local expenditures.

**The district must reserve funds** from the Title I, Part A, Basic Grant Program for:

- Costs of parent involvement (1% minimum) and professional development (5 to 10 %)
- Program Improvement schools, whatever is needed for costs of public school choice, transportation, and supplemental educational services, up to 20 percent of the district allocation.

**The district may reserve funds from Title I, Part A, for:**

- Serving community day school students
- Capital expenses for Title I programs operated at private schools
- Salary differentials
- Preschool
- Summer school
- Before school, after school, and school year extension programs
- Neglected students
- Homeless students
- Assistance to schools

**The district may also reserve funds for:**

- Indirect costs of administering state and federal programs
- Repayment of disallowed expenditures

Funds received through the Consolidated Application must be used to reach school goals for improving the academic performance of all students to the level of state standards. In so doing, care must be exercised to ensure that each funding source is used for the purposes for which the funds are allocated, and for eligible students.

### State Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical programs in which the school participates. If the school receives funding, then the plan must include the proposed expenditures.) (s) = site, (d) = district

State Programs	Allocation
<input type="checkbox"/> California School Age Families Education <u>Purpose:</u> Assist expectant and parenting students succeed in school.	\$0
<input type="checkbox"/> Economic Impact Aid/ State Compensatory Education <u>Purpose:</u> Help educationally disadvantaged students succeed in the regular program.	\$0
<input checked="" type="checkbox"/> Economic Impact Aid/ English Learner Program <u>Purpose:</u> Develop fluency in English and academic proficiency of English learners	\$71,192 (s)
<input checked="" type="checkbox"/> Art, Music, and PE grant (one time). <u>Purpose:</u> Art and Music enrichment	\$0 (s)
<input checked="" type="checkbox"/> Art, Music, and PE grant (ongoing). <u>Purpose:</u> Art and Music enrichment.	\$0
<input checked="" type="checkbox"/> Peer Assistance and Review <u>Purpose:</u> Assist teachers through coaching and mentoring.	\$0
<input checked="" type="checkbox"/> Pupil Retention Block Grant <u>Purpose:</u> Prevent students from dropping out of school.	\$0
<input checked="" type="checkbox"/> School and Library Improvement Program Block Grant <u>Purpose:</u> Improve library and other school programs.	\$0
<input checked="" type="checkbox"/> School Safety and Violence Prevention Act <u>Purpose:</u> Increase school safety.	\$0
<input checked="" type="checkbox"/> Tobacco-Use Prevention Education <u>Purpose:</u> Eliminate tobacco use among students.	\$0
<input checked="" type="checkbox"/> Lottery	\$10,830 (s)
<input checked="" type="checkbox"/>	
Total amount of state categorical funds allocated to this school	\$0 – District \$82,022 – Site

Federal Programs under No Child Left Behind (NCLB)		Allocation
<input type="checkbox"/>	Title I, Neglected <u>Purpose:</u> Supplement instruction for children abandoned, abused, or neglected who have been placed in an institution	\$0
<input type="checkbox"/>	Title I, Part D: Delinquent <u>Purpose:</u> Supplement instruction for delinquent youth	\$0
X	Title I, Part A: School-wide Program <u>Purpose:</u> Upgrade the entire educational program of eligible schools in high poverty areas	\$153,121 (s)
<input type="checkbox"/>	Title I, Part A: Targeted Assistance Program <u>Purpose:</u> Help educationally disadvantaged students in eligible schools achieve grade level proficiency	\$0
<input type="checkbox"/>	Title I, Part A: Program Improvement <u>Purpose:</u> Assist Title I schools that have failed to meet NCLB adequate yearly progress (AYP) targets for one or more identified student groups	\$0
X	Title II, Part A: Teacher and Principal Training and Recruiting <u>Purpose:</u> Improve and increase the number of highly qualified teachers and principals	\$133,112 (d)
X	Title II, Part D: Enhancing Education Through Technology <u>Purpose:</u> Support professional development and the use of technology	\$0 (d)
X	Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students <u>Purpose:</u> Supplement language instruction to help limited-English-proficient (LEP) students attain English proficiency and meet academic performance standards	\$63,203 (d)
X	Title IV, Part A: Safe and Drug-Free Schools and Communities <u>Purpose:</u> Support learning environments that promote academic achievement	\$0 (d)
X	Title V: Innovative Programs <u>Purpose:</u> Support educational improvement, library, media, and at-risk students	\$0 (s)
<input type="checkbox"/>	Title VI, Part B: Rural Education Achievement <u>Purpose:</u> Provide flexibility in the use of NCLB funds to eligible LEAs	\$0
<input type="checkbox"/>	Other Federal Funds (list and describe)	\$0
Total amount of federal categorical funds allocated to this school		\$196,315 - District \$153,121 - Site
Total amount of state and federal categorical funds allocated to this school		\$196,315 - District \$235,143 - Site

### Centralized Services Expenditures

The following services in support of this plan are to be provided by district staff from categorical funds allocated to the school through the Consolidated Application and other sources. At least 85 percent of expenditures must be spent for direct services to students at school sites.

<b>Proposed Expenditures</b>	<b>Estimated Cost (includes benefits when applicable)</b>	<b>Funding Source</b>		
		<b>Title 1</b>		
Title I Academic Coordinator	\$85,000		\$85,000	
Part Time Instructional Specialist	\$6,500		\$6,500	
Intervention Teachers	\$10,000		\$10,000	
Part time Intervention Teacher	\$13,000		\$13,000	
Part time Intervention Instructional Specialist	\$4,000		\$4,000	
Technology Upgrades	\$30,000		\$30,000	
Supplemental Curriculum Supplies and Materials	\$10,000		\$10,000	
Staff Development/FAST Mtgs	\$2,000		\$2,000	
Library Books and Materials	\$2,000		\$2,000	
Reserve for 13-14	\$15,000		\$15,000	
GATE Stipend Salaries				
GATE Supplies				
<b>Total Estimated Costs</b>	<b>\$177,500</b>		<b>\$177,500</b>	
<b>Projected Revenue Including Carryover</b>	<b>\$177,500</b>		<b>\$177,500</b>	

### School Site Council/ELAC Membership

*Education Code* Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the school through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:<sup>1</sup>

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Kristin Schmieder	X				
Julie Opfer			X		
Leslie Macek		X			
Jimmy Boyce		X			
Kathleen Beck				X	
Kathleen O'Keefe				X	
Jennifer Booth				X	
Ana Teran (ELAC)				X	
Dolores Rodreguiz (ELAC)				X	
Maria Maeder (ELAC)				X	
Numbers of members of each category	1	2	1	6	n/a

<sup>1</sup> At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

### Recommendations and Assurances

The school site council recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The school site council is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The school site council reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the school plan requiring board approval.
3. The school site council sought and considered all recommendations from the following groups or committees before adopting this plan (*Check those that apply*):

  X   School Advisory Committee for State Compensatory Education Programs

  X   English Learner Advisory Committee

  X   Community Advisory Committee for Special Education Programs

  X   Gifted and Talented Education Program Advisory Committee

     Other (*list*)

4. The school site council reviewed the content requirements for school plans of programs included in this *Single Plan for Student Achievement* and believes all such content requirements have been met, including those found in district governing board policies and in the LEA Plan.
5. This school plan is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This school plan was adopted by the school site council at a public meeting on:

Attested:

  
Kristin Schmieder, Principal

11-12-13  
Date

  
SSC Chairperson

11-12-13  
Date

## Acronyms and Specialized Terms

Listed below are acronyms most often associated with programs funded through the Consolidated Application. Most of the acronyms are "hot-linked" to information on the topic of the acronym:

ACRONYM	STANDS FOR	WEB ADDRESS
ADA	Average Daily Attendance	<a href="http://www.cde.ca.gov/ds/fd/ec/">http://www.cde.ca.gov/ds/fd/ec/</a>
ADA	Americans with Disabilities Act	<a href="http://www.usdoj.gov/crt/ada/adahom1.htm">http://www.usdoj.gov/crt/ada/adahom1.htm</a>
API	Academic Performance Index	<a href="http://www.cde.ca.gov/ta/ac/ap">http://www.cde.ca.gov/ta/ac/ap</a>
APS	Academic Program Survey	<a href="http://www.cde.ca.gov/ta/lp/vl/improvtools.asp#aps">http://www.cde.ca.gov/ta/lp/vl/improvtools.asp#aps</a>
BTSA	Beginning Teacher Support and Assessment	<a href="http://www.btsa.ca.gov">http://www.btsa.ca.gov</a>
BTTP	Bilingual Teacher Training Program	<a href="http://www.cde.ca.gov/sp/el/bt">http://www.cde.ca.gov/sp/el/bt</a>
CAHSEE	California High School Exit Examination	<a href="http://www.cde.ca.gov/ta/tg/hs/">http://www.cde.ca.gov/ta/tg/hs/</a>
CBEDS	California Basic Educational Data System	<a href="http://www.cde.ca.gov/ds/ss/cb">http://www.cde.ca.gov/ds/ss/cb</a>
CBEST	California Basic Educational Skills Test	<a href="http://www.ctc.ca.gov/credentials/CAW-exams.html#CBEST">http://www.ctc.ca.gov/credentials/CAW-exams.html#CBEST</a>
CDE	California Department of Education	<a href="http://www.cde.ca.gov">http://www.cde.ca.gov</a>
CELDT	California English Language Development Test	<a href="http://www.cde.ca.gov/ta/tg/el">http://www.cde.ca.gov/ta/tg/el</a>
COE	County Office of Education	<a href="http://www.cde.ca.gov/re/sd/co/index.asp">http://www.cde.ca.gov/re/sd/co/index.asp</a>
COP	Committee of Practitioners (Title I)	<a href="http://www.cde.ca.gov/sp/sw/tl/practitioners.asp">http://www.cde.ca.gov/sp/sw/tl/practitioners.asp</a>
CPM	Categorical Program Monitoring	<a href="http://www.cde.ca.gov/ta/cr/cc">http://www.cde.ca.gov/ta/cr/cc</a>
CSAM	California School Accounting Manual	<a href="http://www.cde.ca.gov/fg/ac/sa">http://www.cde.ca.gov/fg/ac/sa</a>
CSIS	California School Information Services	<a href="http://www.cde.ca.gov/ds/sd/cs">http://www.cde.ca.gov/ds/sd/cs</a>
CSR	Comprehensive School Reform	<a href="http://www.cde.ca.gov/ta/lp/cs/">http://www.cde.ca.gov/ta/lp/cs/</a>
CTC	Commission on Teacher Credentialing	<a href="http://www.ctc.ca.gov">http://www.ctc.ca.gov</a>
DAS	District Assistance Survey	<a href="http://www.cde.ca.gov/ta/lp/vl/documents/distassistsrvyl.doc">http://www.cde.ca.gov/ta/lp/vl/documents/distassistsrvyl.doc</a>
DSLTT	District and School Leadership Team	
EC	Education Code	<a href="http://www.leginfo.ca.gov/calaw.html">http://www.leginfo.ca.gov/calaw.html</a>
EDGAR	U. S. Department of Education General Administrative Regulations	<a href="http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html">http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html</a>
EL	English Learner	<a href="http://www.cde.ca.gov/ta/cr/el">http://www.cde.ca.gov/ta/cr/el</a>
ELA	English Language Acquisition	<a href="http://www.cde.ca.gov/sp/el/ii">http://www.cde.ca.gov/sp/el/ii</a>



ACRONYM	STANDS FOR	WEB ADDRESS
ELAP	English Language Acquisition Program	<a href="http://www.cde.ca.gov/fg/aa/ca/englishlang.asp">http://www.cde.ca.gov/fg/aa/ca/englishlang.asp</a>
ELD	English Language Development	<a href="http://www.cde.ca.gov/ta/cr/el">http://www.cde.ca.gov/ta/cr/el</a>
EO	English-Only (Monolingual English)	
EPC	Essential Program Components	<a href="http://www.cde.ca.gov/ta/lp/vl/essentialcomp.asp">http://www.cde.ca.gov/ta/lp/vl/essentialcomp.asp</a>
ESEA	Elementary and Secondary Education Act	<a href="http://www.ed.gov/policy/elsec/leg/esea02/index.html">http://www.ed.gov/policy/elsec/leg/esea02/index.html</a>
ESL	English as a Second Language	<a href="http://www.cde.ca.gov/ta/cr/el">http://www.cde.ca.gov/ta/cr/el</a>
ESLRs	Expected Schoolwide Learning Results	<a href="http://www.acswasc.org/process_ca_comprehensive.htm">http://www.acswasc.org/process_ca_comprehensive.htm</a>
FEP	Fluent-English-Proficient	<a href="http://www.cde.ca.gov/demographics">http://www.cde.ca.gov/demographics</a>
FOL	Focus on Learning	<a href="http://www.acswasc.org/process_ca_comprehensive.htm">http://www.acswasc.org/process_ca_comprehensive.htm</a>
FTE	Full-Time-Equivalent	<a href="http://data1.cde.ca.gov/dataquest/gls_fte.htm">http://data1.cde.ca.gov/dataquest/gls_fte.htm</a>
GATE	Gifted and Talented Education	<a href="http://www.cde.ca.gov/sp/g/">http://www.cde.ca.gov/sp/g/</a>
GED	General Educational Development	<a href="http://www.cde.ca.gov/ta/tg/gd">http://www.cde.ca.gov/ta/tg/gd</a>
HPSGP	High Priority Schools Grant Program	<a href="http://www.cde.ca.gov/ta/lp/hp/">http://www.cde.ca.gov/ta/lp/hp/</a>
IEP	Immigrant Education Program (NCLB, Title III)	<a href="http://www.cde.ca.gov/sp/el/t3">http://www.cde.ca.gov/sp/el/t3</a>
IEP	Individualized Education Program	<a href="http://www.calstat.org/iep/">http://www.calstat.org/iep/</a>
II/USP	Immediate Intervention/Underperforming Schools Program	<a href="http://www.cde.ca.gov/ta/lp/iu">http://www.cde.ca.gov/ta/lp/iu</a>
LC	Language Census	<a href="http://www.cde.ca.gov/ds/ss/lc">http://www.cde.ca.gov/ds/ss/lc</a>
LD	Learning Disabled	
LEA	Local Educational Agency	<a href="http://www.cde.ca.gov/re/sd">http://www.cde.ca.gov/re/sd</a>
LEP	Limited English Proficient	
NAEP	National Assessment of Educational Progress	<a href="http://www.nagb.org">http://www.nagb.org</a>
NCE	Normal Curve Equivalent	
NCLB	No Child Left Behind	<a href="http://www.cde.ca.gov/pr/nclb">http://www.cde.ca.gov/pr/nclb</a>
NRT	Norm-referenced Test	
PI	Program Improvement	<a href="http://www.cde.ca.gov/ta/ac/ti/programimprov.asp">http://www.cde.ca.gov/ta/ac/ti/programimprov.asp</a>
PSAA	Public Schools Accountability Act	<a href="http://www.cde.ca.gov/psaa">http://www.cde.ca.gov/psaa</a>
PTA	Parent Teacher Association	<a href="http://www.pta.org">http://www.pta.org</a>

ACRONYM	STANDS FOR	WEB ADDRESS
R-FEP	Redesignated Fluent-English-Proficient	
ROPC	Regional Occupational Program and Centers	<a href="http://www.cde.ca.gov/rocp/dsp/coord.html">http://www.cde.ca.gov/rocp/dsp/coord.html</a>
RSDSS	Regional System for District and School Support	<a href="http://www.cde.ca.gov/sp/sw/ss/s4directory.asp">http://www.cde.ca.gov/sp/sw/ss/s4directory.asp</a>
SABE/2	Spanish Assessment of Basic Education	<a href="http://www.cde.ca.gov/ta/tg/sr">http://www.cde.ca.gov/ta/tg/sr</a>
SARC	School Accountability Report Card	<a href="http://www.cde.ca.gov/ta/ac/sa">http://www.cde.ca.gov/ta/ac/sa</a>
SBCP	School-Based Coordinated Programs	
SEA	State Education Agency	<a href="http://www.cde.ca.gov">http://www.cde.ca.gov</a>
STAR	Standardized Testing and Reporting	<a href="http://www.cde.ca.gov/ta/tg/sr">http://www.cde.ca.gov/ta/tg/sr</a>
UCP	Uniform Complaint Procedures	<a href="http://www.cde.ca.gov/re/cp/uc">http://www.cde.ca.gov/re/cp/uc</a>
WASC	Western Association of Schools and Colleges	<a href="http://www.wascweb.org">http://www.wascweb.org</a>

## Spinelli Elementary School Compact

*It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, students and community representatives, the following are agreed upon roles and responsibilities that we as partners will carry out to support student success in school and in life.*

### Staff Pledge

I agree to carry out the following responsibilities to the best of my ability:

- Provide high-quality curriculum and instruction to meet State standards
- Motivate my students to learn
- Maintain high expectations for all students
- Communicate regularly with families about student progress
- Provide a warm, safe, and caring learning environment
- Provide meaningful, daily homework assignments to reinforce and extend learning
- Participate in professional development opportunities that improve teaching and learning, and support the formation of partnerships with families and the community
- Actively participate in collaborative decision making, work with families and colleagues to make schools accessible and welcoming places for families
- Respect the school, students, staff and families

### Student Pledge

I agree to carry out the following responsibilities to the best of my ability:

- Come to school ready to learn and be productive
- Bring necessary materials, completed assignments, and homework
- Follow all school and classroom rules
- Ask for help when I need it
- Communicate regularly with my parents and teachers about school experiences so that they can help me to be successful in school
- Limit my TV watching, and instead study or read every day after school
- Respect the school, classmates, staff and families

### Family/Parent Pledge

I agree to carry out the following responsibilities to the best of my ability:

- Provide a quiet time and place for homework and monitor TV viewing
- Read to my child and/or have my child read to every day
- Communicate with the teacher when I have a concern
- Ensure that my child attends school every day, gets adequate sleep, regular medical attention and proper nutrition
- Frequently monitor my child's progress in school
- Participate in school activities such as: attending parent-teacher conferences, volunteering for school and class events, attending PTSA events, and being involved with the school decision making process
- Communicate the importance of education and learning to my child
- Respect the school, staff, students, and families

\_\_\_\_\_  
Student

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Parent/Guardian

**Spinelli Elementary School  
School Parental Involvement Policy**

*In support of strengthening student academic achievement, each school that receives Title I, Part A (Title I) funds must develop jointly with, agreed upon with, and distribute to, parents of participating children a School Parental Involvement Policy that contains information required by section 1118(b) of the Elementary and Secondary Education Act (ESEA). The policy establishes the school's expectations for parental involvement and describes how the school will implement a number of specific parental involvement activities. The school's school-parent compact is incorporated into the School Parental Involvement Policy.*

\* \* \* \* \*

**PART I. GENERAL EXPECTATIONS**

Spinelli Elementary School agrees to implement the following statutory requirements:

- The school will jointly develop with parents and distribute to parents a School Parental Involvement Policy that the school and parents of participating children agree on.
- The school will notify parents about the School Parental Involvement Policy in an understandable and uniform format and, to the extent practicable, will make available this policy to parents.
- The school will make the School Parental Involvement Policy available to the local community.
- The school will periodically update the School Parental Involvement Policy to meet the changing needs of parents and the school.
- The school will adopt the School Compact as a component of its School Parental Involvement Policy.
- The school agrees to be governed by the following statutory definition of parental involvement, and will carry out programs, activities and procedures in accordance with this definition:

*Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, ensuring—*

- (A) parents play an integral role in assisting their child's learning;*
- (B) parents are encouraged to be actively involved in their child's education at school;*
- (C) parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;*
- (D) the carrying out of other activities, such as those described in section 1118 of the ESEA.*

**PART II. DESCRIPTION OF HOW THE SCHOOL WILL IMPLEMENT REQUIRED SCHOOL PARENTAL INVOLVEMENT POLICY COMPONENTS**

1. Spinelli Elementary School will take the following actions to involve parents in the joint development and joint agreement of its School Parental Involvement Policy and its school-wide plan, if applicable, in an organized, ongoing, and timely manner under section 1118(b) of the ESEA:
  - Notify parents in advance of the meetings to develop the School Parental Involvement Policy
2. Spinelli Elementary School will take the following actions to distribute to parents of participating children and the local community, the School Parental Involvement Policy:
  - Make available the School Parental Involvement Policy to the parents at Back to School Night
  - Distribute the School Compact to each of the students the first week of school
  - The office staff will make available the School Parental Involvement Policy and distribute the School Compact in the enrollment packet for students who enroll after the first day of school
  - Ongoing updates and communication through the monthly newsletter
3. Spinelli Elementary School will update periodically its School Parental Involvement Policy to meet the changing needs of parents and the school:
  - The School Site Council meetings will be used as the venue for reviewing and adjusting the policy as needs arise
4. Spinelli Elementary School will convene an annual meeting to inform parents of the following:
  - That their child's school participates in Title I,
  - About the requirements of Title I,
  - Of their right to be involved in their school's participation in Title I
5. Spinelli Elementary School will hold a flexible number of meetings at varying times, and provide transportation, child care, and/or home visits, paid for with Title I funding as long as these services relate to parental involvement.
6. Spinelli Elementary School will provide current information about Title I programs to parents of participating children in a timely manner:
  - A review of the offered Title I programs will be mentioned at Back To School Night
  - A letter is sent to all families of students who qualify for the Title I extended day programs as soon as they are deemed "at-risk"

7. Spinelli Elementary School will provide to parents of participating children a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet:
  - Grade level curriculum brochure for major areas of study is distributed at the beginning of the school year or when a new family enrolls
  - All curriculum is available for viewing at Back to School Night
  - A copy of a blank report card stating the required State standards to be taught for the grade level are available in the office
  - Parents may receive the Cut Points for Retention during their Parent-Teacher conference
8. Spinelli Elementary School will provide parents of participating children if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
9. Spinelli Elementary School will submit to the district any parent comments if the school-wide plan under section (1114)(b)(2) is not satisfactory to parents of participating children.

**PART III.     SHARED RESPONSIBILITIES FOR HIGH STUDENT ACADEMIC ACHIEVEMENT**

1. Spinelli Elementary School will build the school's and parent's capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:
  - Ongoing teacher communication with the parents (phone calls, emails, newsletters, and conferences)
  - Articles in local paper
  - SSC participants communicate with families
2. Spinelli Elementary School will incorporate the School Compact as a component of its School Parental Involvement Policy.
3. Spinelli Elementary School will, with the assistance of its district, provide assistance to parents of children served by the school in understanding topics such as the following:
  - the State's academic content standards,
  - the State's student academic achievement standards,
  - the State and local academic assessments including alternate assessments,

- the requirements of Title I,
  - how to monitor their child's progress, and
  - how to work with educators
4. The school will, with the assistance of its district, provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, by:
    - Working collaboratively with our parents on resources beyond the classroom through our Family Resource Center
    - Continue to offer parent support classes taught by our Special Education teachers
    - Continue to provide Adult Education and literacy classes to our families
  5. The school will, with the assistance of its district and parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools.
  6. The school will, to the extent feasible and appropriate, take the following actions to ensure that information related to the school and parent programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand.

#### **PART IV. DISCRETIONARY SCHOOL PARENTAL INVOLVEMENT POLICY COMPONENTS**

NOTE: The School Parental Involvement Policy may include additional paragraphs listing and describing other discretionary activities that the school, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school to support their children's academic achievement, such as the following discretionary activities listed under section 1118(e) of the ESEA:

- involving parents in the development of training for teachers, principals, and other educators to improve the effectiveness of that training;
- providing necessary literacy training for parents from Title I, Part A funds, if the school district has exhausted all other reasonably available sources of funding for that training;
- paying reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
- training parents to enhance the involvement of other parents;

- in order to maximize parental involvement and participation in their children's education, arranging school meetings at a variety of times, or conducting in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend those conferences at school;
- adopting and implementing model approaches to improving parental involvement;
- establishing a district wide parent advisory council to provide advice on all matters related to parental involvement in Title I, Part A programs;
- developing appropriate roles for community-based organizations and businesses, including faith-based organizations, in parental involvement activities; and
- providing other reasonable support for parental involvement activities under section 1118 as parents may request.

## **PART V.     ADOPTION**

This School Parental Involvement Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, Part A programs.

This policy was adopted by Spinelli Elementary School on August 9, 2007 and will continue to be in effect for the 2012-2013 school year. The school will distribute this policy to all parents of participating Title I, Part A children at Back to School Night and upon request. Spinelli will notify parents of this policy in an understandable and uniform format and, to the extent practicable, provide a copy of this policy to parents in a language the parents can understand.



## **Spinelli School Site Council Bylaws**

### **Article I      NAME**

The name of this committee shall be the Spinelli School Site Council.

### **Article II      PURPOSE**

Section 1.      Develop and recommend the Single Plan for Student Achievement.

Section 2.      Have ongoing responsibility to review with principal, teachers, and other school personnel and pupils the implementation of the Single Plan for Student Achievement and to assess periodically the effectiveness of the program.

Section 3.      Annually review the Single Plan for Student Achievement, establish a new school budget consistent with the Education Code, and if necessary, make changes in the plan to reflect changing improvement needs and priorities.

Section 4.      Improvement objectives will include school climate, self esteem of students, attitude toward learning, and all academic performance of students.

Section 5.      Take other action as required by the Education Code.

### **Article III      MEMBERSHIP**

Section 1.      The council shall be composed of the principal and representatives of: Teachers elected by teachers of the school; other school personnel elected by other school personnel at the school; Parents or legal guardians of pupils attending the school or other community members elected by such persons. The council shall be constituted to ensure parity between (a) the principal, classroom teachers and other school personnel and (b) parents or other community members of voting age. Classroom teachers shall comprise the majority of persons represented under category (a). Council members representing parents and community members shall not be employees of the school district unless approved by a majority of the council.

Section 2.      Resignations will be accepted only upon written notice to the Spinelli School Site Council.

Section 3.      Terms of office. All members of the council shall serve for a two year term. A member may serve for no more than two consecutive terms unless voted on by the Site Council.

Section 4.      Site Council vacancies will be posted at Open House. All parents or community members shall be elected by ballot, if there are more candidates than openings, which will be available to all families with students attending Spinelli School by the end of the third trimester. The Site Council vacancies will be filled by

the candidates who receive the highest vote tally, up to two other candidates will serve as alternates. A vacancy of membership shall be filled by the alternate with the highest vote tally. If there are no alternates then a new member shall be appointed by a majority vote of the Spinelli Site Council.

Section 5. Membership. A member shall no longer hold membership should he or she cease to be a resident of the area or no longer meets the membership requirement under which he or she was selected. Membership shall automatically terminate for any member who regularly is absent without cause from meetings. The council by an affirmative vote of two-thirds of all the members, can suspend or expel a member.

Section 6. Nominating. Spinelli School Site Council will request nominations for the next school year during Open House. All nominations must be submitted in writing by the end of May.

#### Article IV OFFICERS

The officers of this council shall be a chairperson, a vice-chairperson, and a secretary.

#### Article V MEETING and QUORUM

Section 1. The meeting dates for the next school year shall be set at the May meeting or after the district calendar is finalized.

Section 2. School Site Council meetings shall be held no less than on a quarterly basis, but may be held more often upon approval of the Council.

Section 3. At least 51% of the voting council members must be present to constitute a quorum. The number required for a quorum shall be determined by the current school year's Site Council roster. In the absence of regular community members, elected alternates who attend regularly shall be allowed to participate and vote on matters before the council.

Section 4. Notice of meetings. All meetings shall have the agenda posted on the school grounds at least 72 hours before the meeting. The agenda shall list all items before the council at the meeting. Persons wishing to bring items before the council shall submit a written description of the item and any action requested of the council, to the school secretary at least five working days before the meeting. All items must be put on an agenda for the council to consider them. Public notice shall be given of regular meetings at least 72 hours in advance of the meeting. Any change in the established date, time or location shall be given special notice. Any required notice shall be in writing; shall state the day, hour and location of the meeting; and shall be delivered either personally or by mail to each member not less than 72 hours nor more than two weeks before such meeting.

Section 5. All regular meetings of the council and its standing or special committees shall be open at all times to the public.

Section 6. Voting Rights. Each member shall be entitled to one vote and may cast that vote on each matter submitted to a vote of the council. The elected alternates who regularly attend shall vote in the absence of the representative.

#### Article VI AMENDMENT

These bylaws may be amended at a regular meeting by a two-thirds vote of the council membership, after at least 72 hours have transpired from the time the amendment was introduced.

#### Article VII DUTIES of the OFFICERS

Section 1. It shall be the duty of the chairperson to preside at all meetings.

Section 2. In the absence or disability of the chairperson, the vice-chairperson shall assume the duties of the chairperson.

Section 3. Should both senior officers be unavailable, the recording secretary shall preside.

Section 4. The recording secretary shall keep the minutes, attend to correspondence, send notices of meetings and/or agendas, maintain the membership roster, and send out publicity as directed.

#### Article VIII ELECTION of OFFICERS

Section 1. All officers shall be elected at the first meeting of the new school year. New officers shall assume their duties at the conclusion of the election.

Section 2. No member shall hold the same office more than two years in succession.

Section 3. Should an officer resign before new elections are held, the chairperson shall appoint a member in good standing to assume the office until the next regular meeting when the vacancy shall be filled.

#### Article IX COMMITTEES

Section 1. The chairperson shall appoint such committees as he or she considers necessary at any time, or as directed by the majority of the members present.

Section 2. Standing committees may be established as decided by the council.

**Article X      RULES of ORDER**

**Section 1.      All meetings shall be covered by these bylaws, and any disputes will be settled by Robert's Rules of Order.**

**Section 2.      Individual public comments shall be limited to three minutes per item, unless the council chooses to waive this limit.**

**Article XI      All actions of the council are subject to approval by the governing board.**

# Center Unified School District

## AGENDA REQUEST FOR:

Dept./Site: Center High School

Date: October 24, 2013

To: CUSD Board of Trustees

From: Mike Jordan

Principal's Initials MJ

Action Item ☒

Information Item ☐

# Attached Pages 3

## SUBJECT:

## CENTER HIGH SCHOOL MCA TO SOUTHERN CALIFORNIA

Matt Chamberlain, Media Communications Academy Department Chair, is requesting approval to take 43 Juniors and Seniors and 5 Chaperones to Southern California March 6-9, 2014.

A list of possible students is attached.

Chaperones will be: Matt Chamberlain, Robert McInnes, Amy Chaney, Kristen Clements, and Heather Woods.

Participants will travel via Southwest Airlines and charter bus while in Southern California. Participants will stay at two different hotels while there to avoid travel delays.

Funding for this trip will be provided by private payments, fundraising, and MCA Partnership Grant.

The proposed itinerary is attached for reference.

Students will visit the following: Reagan Museum, Warner Brothers Studio, Hollywood Walk of Fame, Universal Walk, Tolerance Museum, UCLA, Santa Monica, Universal Studios, USC (film school in particular), Pirate Times Dinner Theater, and Disneyland.

**RECOMMENDATION:** Approve MCA field trip to Southern California.

CONSENT AGENDA

BARLOW KAYLYNN	1
BIRD CASSANDRA	2
BURDICK CHRISTOPHER	3
CALABRAY KIMBERLY	4
CASTILLO GABRIELLE	5
CHANEY SHELBY	6
CHAVEZ FAUSTO	7
ESCUTIA ALXANDER	8
FERNANDEZ FLORES MARIA	9
GRANT JORDAN	10
HALL CHRISTOPHER	11
HARPER KAITLYN	12
HUNTER TIERA	13
JEFFERSON-HENKEL KAYLI	14
KATKANOVA IRENE	15
LAWSON ALICIA	16
LOPES MATTHEW MANZANARES JOSEPH	17
MARQUEZ VINCENT	18
MASTANA JASMINE	19
MCCLANEY KENNESHA	20
MEDRANO NATALIA	21
MENE MARISA	22
MINOR VICTORIA	23
MONDINA CHRISTIAN	24
MORTENSEN RICHARD	25
MUNOZ JULIANA	26
MUNOZ MARIA	27
NICOLAE SARAH	28
OILL DRAKE	29
PITTMAN DARELL	30
QUINLEY KEIOTA	31
ROJAS JESUS	32
SAGAR BAILEY	33
SANCHEZ ANN-MARIE	34
SANCHEZ VANNESSA	35
SHEPPARD SEAN	36
SIMPSON BETHANY	37
TEKHTA VALENTIN	38
TENNELL MECKENNA	39
TURNER CHRISTOPHER	40
WELCH JALYNN	41
YANEZ SIERRA	42

**Center High School Media  
Communications Academy**

**MCA LA Trip Itinerary –**

**Dates:**

**March 6-9, 2013**

**Thursday, March 6:**

5:00 AM Arrive Sacramento Airport  
6:35 AM Fly Out  
Southwest Flight #377  
7:50 Arrive at Burbank  
10:00 AM Tour Reagan Museum  
2:00 PM Tour WB Back Lot  
5:00 PM Hollywood – Walk / Stars  
Check in – Universal Sheraton  
7:00 PM Universal Walk for Dinner

**Friday, March 7:**

8:00 AM Bus Pick Up  
10:00 AM Tolerance Museum  
1:00 PM UCLA / lunch  
4:00 Santa Monica Pier  
7:00 PM Universal Walk for Dinner

**Saturday, March 8:**

8:00 AM Bus Pick Up  
10:00 AM Venice Beach  
12:00 PM Tour USC / Lunch  
3:00 PM Universal Studios  
7:00 PM Universal Walk for Dinner

**Sunday, March 9:**

6:00 AM Check Out of Universal  
Sheraton Hotel  
8:00 AM Disneyland  
4:00 PM Bus leaves for Airport  
Southwest Flight #3828  
8:10 PM Depart John Wayne  
9:35 Arrive Sacramento –  
9:45 – 10:00 PM PARENTS PICK UP

**LA Trip Itinerary – Dates:**  
**March 6-9, 2013**

**Thursday, March 6:**

5:00 AM Arrive Sacramento Airport  
7:00 AM Fly Out - Southwest (\$200)  
8:00 Arrive at Burbank  
10:00 AM \*Tour Reagan Museum (\$9)  
1:00 PM \*Tour Warner Brothers Back Lot (\$52)  
5:00 PM Walk Hollywood – Stars  
7:00 PM Universal Walk for Dinner  
Check in – Universal Sheraton? Hotel  
(\$360 / 4 = \$90)

**Friday, March 7:**

9:00 AM \*Tolerance Museum (\$11)  
12:00 Tour UCLA / lunch  
Santa Monica Pier / Dinner

**Saturday, March 8:**

10:00 AM \*Universal Studios (\$84)  
3:00 PM Tour USC  
5:00 PM Check in at Anaheim Hotel  
(\$200 / 4 = \$50)  
7:00 PM Pirate Times / Dinner (\$60)

**Sunday, March 9:**

7:00 AM Check Out of Hotel  
8:00 AM Disneyland (\$92)  
Bus leaves for Airport  
8:00 PM Depart John Wayne  
9:30 Arrive Sacramento –  
PARENTS PICK UP

T Shirts - \$10

Total: \$658 --- MINUS: - \*\$156 from  
GRANT =

**\$500**

Deposits -

((Students may begin paying deposits  
Monday, August 26, 2013))

– Each is Due First Friday of the month  
(by 3:00PM):

September 6 - \$100

October 4 - \$100

November 1 - \$100

December 6 - \$100

January 10 - \$100

**\*Deposit of \$300 will NOT be  
refunded after November 15<sup>th</sup> – since  
MOST attractions will need to be  
paid for by November 1.**

**Parent  
Signature** \_\_\_\_\_

\*Waiting List will be available per  
ROOM AVAILABILITY.

**Mandatory** Parent Meeting to take place  
Tuesday, February 18. 6:00 PM in  
Room 211.

\*\* Students will sign up for Hotel Room  
in order of Submitting Receipt of First  
Deposit.

5 Total Chaperones (2 rooms)  
43 Total Students (11 rooms)

\*\* All Times / Events are subject to  
change, dependent on circumstances.

**\*\*PLEASE let your coaches know of  
this trip!**

**\*\*ANY student may be removed from  
the passenger / waiting list should they  
be put on PROBATION due to grades  
or behavior.**

**Student** \_\_\_\_\_

**Parent** \_\_\_\_\_

**Contact #** \_\_\_\_\_



*Center Joint Unified School District*

**AGENDA REQUEST FOR:**

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

**To:** Board of Trustees

**Action Item**   X  

**Date:** November 20, 2013

**Information Item**       

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

**# Attached Pages**   6  

**Assist. Supt. Initials:** CD

**SUBJECT:** Renewal Agreement for Natural Gas Services

SPURR, a California joint powers authority, has been exercising natural gas procurement authority and has been providing professional services to Center Joint Unified School District since 1999.

The Facilities Department would like to extend the services provided by SPURR through June 30, 2019 and do hereby request from the Board approval to do so.

**RECOMMENDATION:** That the Board of Trustees approves extending the agreement with SPURR through June 30, 2019.

**CONSENT AGENDA**



# RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

-- COVER PAGE --

Parties:	Center Unified School District	School Project for Utility Rate Reduction ("SPURR")
Formal Contact for Notice:	Name: Craig Deason Title: Assistant Superintendent, Facilities & Operations	Michael Rochman Managing Director
Formal Contact Mailing Address:	8408 Watt Avenue Antelope, CA 95843	1850 Gateway Blvd Suite 235 Concord, CA 94520
Formal Contact Phone, Fax, and E-mail:	Phone: (916) 338-7580 Ext: Fax: (916) 338-6339 E-mail: <del>cdeason@centerusd.k12.ca.us</del> <i>org</i>	Phone: 925-743-1292 Fax: 925-743-1014 E-mail: <u>RochmanM@spurr.org</u>
Operational Contact Information:	Name: <del>Carolyn Floryanowich</del> <i>Carol Surryhne</i> Title: Assistant Superintendent Secretary Phone: (916) 338-6337 Ext: Fax: (916) 338-6339 Email: <del>carolynf@centerusd.k12.ca.us</del> <i>surryhne@centerusd.org</i>	Customer Service Phone: (888) 400-2455
Billing Contact Information:	<u>For Billing to Participant:</u> Billing Contact: Jeanne Bess Phone: (916) 338-6302 Ext: Fax: (916) 338-6345 Email: <del>jbess@centerusd.k12.ca.us</del> <i>org</i>	<u>For payment to SPURR</u> PO Box 45526 San Francisco, CA 94145-0526 Phone: (888) 400-2455

Effective Date: July 1, 2014

Termination Date: June 30, 2019

SPURR, a California joint powers authority, will exercise natural gas procurement authority and will provide professional services for Participant under the attached General Terms and Conditions (August 1, 2013 revision), which are incorporated by this reference.

In witness whereof, the parties enter into this Agreement as of the Effective Date.

Participant: Center Unified School District

SPURR: School Project for Utility Rate Reduction, a California joint powers authority

By: Craig Deason  
Print Name: Craig Deason  
Title: Assistant Superintendent  
Signature Date: 10/28/13

By: \_\_\_\_\_  
Michael Rochman  
Managing Director  
Signature Date: \_\_\_\_\_

**Please sign and return two originals of this document to SPURR. SPURR will countersign and return one original to participant for its files.**

# RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

## -- GENERAL TERMS AND CONDITIONS --

### BACKGROUND

A. SPURR is a California joint powers authority, whose members are California public K-12 school districts, community college districts, and county offices of education.

B. SPURR operates an aggregated natural gas acquisition program (the "Gas Program") for its members, other public agencies, and non-profit educational institutions in California.

C. Participant wishes to participate in the Gas Program. Natural gas will be delivered to Participant's facilities by the local natural gas distribution utility ("Utility").

D. These General Terms and Conditions are part of the Agreement for Natural Gas between SPURR and Participant (this "Agreement").

E. The following information is provided in the cover sheet attached to this Agreement (the "Cover Sheet"):

i. Participant's identity and addresses for notice, operations and billing.

ii. The Effective Date and Termination Date of this Agreement, subject to earlier termination pursuant to section 15 of this Agreement.

F. The account list attached to this Agreement (the "Account List") identifies Participant's natural gas accounts (the "Accounts") in the Gas Program, including the Utility's identification number, street address, city, and postal code for each Account.

### AGREEMENT

For good and valuable consideration, the parties to this Agreement agree as follows:

1. Full Requirements Supply. Participant will purchase its full natural gas requirements for all of the Accounts exclusively through the Gas Program during the term of this Agreement. Accounts may be added to this Agreement at any time by agreement of the parties. Accounts may be deleted from this Agreement only if Participant ceases to operate the facility served by that Account.

2. Deliveries. SPURR will deliver natural gas supplied under this Agreement (the "Natural Gas") to one or more pipeline interconnections where Utility receives natural gas for service to Utility's natural gas market (the "Delivery Points"). The Natural Gas will be measured in accordance with procedures established by Utility at the Delivery Points. SPURR warrants good title to the Natural Gas upon delivery to the Delivery Points. Title and risk of loss for the Natural Gas will transfer from SPURR to Utility on behalf of Participant at the Delivery Points. Participant is responsible for Utility transportation services from the Delivery Points to Participant's facilities. Participant is responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Natural Gas at the Delivery Points and after the Delivery Points.

3. Authorization. Participant hereby authorizes SPURR (a) to act on behalf of Participant to obtain natural gas under applicable Utility tariffs to (b) complete and deliver on behalf of Participant all documents or instruments reasonably necessary to carry out the purposes of this Agreement and (c) to obtain historical information related to the Accounts from the Utility or from any third party acting on behalf of Utility or Participant.

4. Gas Supply Services. SPURR will provide the following services (the "Services") under the Gas Program with respect to the Accounts:

a. Provide Natural Gas supply service, either "core" or "noncore" as applicable, in accordance with Utility's tariffs, regulations of the California Public Utilities Commission (the "CPUC"), and other applicable law or regulation.

b. Develop and implement, directly or indirectly, all functions necessary for Natural Gas supply service, including negotiation of prices with wholesale suppliers, transportation to the Delivery Points, scheduling and balancing to the Delivery Points, acquisition and usage of storage, and all related operational transactions.

c. Procure supplies in accordance with applicable law and regulation.

d. Execute and deliver necessary documentation to Utility on behalf of Participant, based upon information to be provided by Participant.

e. Deliver Natural Gas which meets or exceeds the quality, temperature and pressure requirements of Utility at the Delivery Points.

5. Additional Services. Under the Gas Program, SPURR will provide the following additional services (the "Additional Services"), to the extent directed by the SPURR Board of Directors:

a. Provide information to Participants regarding operations and costs under the Gas Program, including periodic updates delivered in electronic form or on paper.

b. Provide information to Participants regarding natural gas market issues and related Utility services and tariffs.

c. Develop and present to Participant for consideration programs designed to reduce or control costs for natural gas or other utilities services, or to provide additional value related to those services.

d. Represent the interests of SPURR constituents as consumers of natural gas and other utility services before the CPUC, the California Legislature, and other governmental or regulatory authorities, or in other legal proceedings.

6. Account Identification. Participant is responsible for identifying the Accounts covered under this Agreement. If SPURR provides a draft Account List, Participant will review and correct the draft as necessary. Participant will notify SPURR of any changes in the Account List within thirty (30) days of such changes.

# RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

## -- GENERAL TERMS AND CONDITIONS --

7. Provisions Specific to Noncore Accounts. For any noncore Account, Participant will do each of the following:

a. Notify SPURR of any change in Participant's operations which may increase or decrease the consumption of natural gas by ten percent (10%) or more as compared to historical levels or to Participant's projected levels provided to SPURR. Participant will provide notice as soon as it is aware of the change(s), in advance where possible, and in each case not two (2) days after the change for any noncore Accounts. Examples of operational changes include addition or deletion of significant facilities or equipment served through an Account, major changes in hours of operation of a facility, scheduled or unscheduled shutdowns of facilities or equipment and renovation of facilities or equipment. Participant shall be responsible for any costs incurred by SPURR as a result of any failure to advise SPURR of operational changes.

b. Provide SPURR with good faith estimates of monthly consumption for the 12 months following the Effective Date.

8. Administrative Fees. As consideration for the Services and the Additional Services, Participant will pay fees to SPURR (the "Administrative Fees"). The amount of the Administrative Fees will be established by the SPURR Board on an annual basis, in accordance with the SPURR JPA Agreement. The Administrative Fees will be based on volumes consumed by Participant. The Administrative Fees will be subject to annual audit, as part of the annual financial audit of SPURR. A copy of the completed annual SPURR financial audit will be delivered to Participant at any time upon request.

9. Invoicing and Payment. Participant shall pay SPURR for Natural Gas in accordance with monthly invoices rendered by SPURR in commercially reasonable detail. SPURR shall provide Participant with summary invoices for all of its core Accounts or, if requested by Participant, with "cost center" invoices for sets of core Accounts.

10. Price. The default price of Natural Gas to Participant under this Agreement will include Participant's pro rata share of all costs, expenses, and charges arising from acquisition, possession, and delivery of the Natural Gas under the Gas Program, the Administrative Fees, applicable Taxes, and any necessary, documented adjustments. SPURR will provide advance notice of prices to the extent customary under the Gas Program. Specific pricing arrangements other than default pricing may be negotiated by the parties and documented as attachments to this Agreement.

11. Late Payment. Invoices shall be due upon presentment and will be past due twenty (20) days after the invoice date. Late payment charges may be

imposed by SPURR at a rate equal to one and one-half percent (1.5%) per month on all outstanding balances. SPURR may also bill Participant for reasonable charges associated with costs of collection on past due accounts as well as reasonable charges associated with suspension and resumption of service under this Agreement. Payments not received within sixty (60) days from the invoice date are subject to journal voucher transfer by Participant's county office of education or county superintendent of schools.

12. Collection of Utility's Transportation Charges. As a convenience to Participant, SPURR will accept from Utility invoices for Utility's transportation charges (including any applicable Taxes) for Participant's core Accounts. SPURR will pay Utility as invoiced and will include such charges in SPURR's invoices to Participant. Utility transportation charges will be passed through to Utility upon collection by SPURR. SPURR reserves the right to cease collecting Utility's transportation charges, upon sixty (60) days notice to Participant. SPURR will not collect Utility transportation charges for noncore Accounts except pursuant to express agreement between the parties.

13. Escrow Account. SPURR has established an escrow account for Gas Program receipts and payments. The instructions for this escrow account have been approved by the Board of Directors of SPURR, and include a list of the authorized recipients of payments from the account. Only SPURR management may authorize release of funds from the escrow account.

14. Indemnification. Each party will indemnify and hold harmless the other party, together with their respective board members, officers, directors, employees, agents, and representatives, from and against all claims, damages, losses and expenses (including reasonable attorney's fees), but exclusive of consequential damages, arising out of or resulting from (a) any action or inaction related to the Natural Gas during the period when title to the Natural Gas is vested in the indemnifying party or (b) any breach of a covenant, representation or warranty under this Agreement by the indemnifying party. As a condition of its indemnification obligations, the indemnifying party must receive prompt notice of the indemnified claim and must have the right to control the investigation, defense, and settlement of such claim.

### 15. Term and Termination.

a. Service Start Date. Service under this Agreement will commence for each Account on the earliest practicable date on or after the Effective Date on which Utility recognizes SPURR or its nominee as providing gas to an Account.

b. Scheduled Termination. Subject to earlier termination as provided below, this Agreement will terminate on the Termination Date.

c. Early Termination by Participant. Participant may terminate this Agreement, for any or all Accounts, effective on June 30 of any year by giving

# RENEWAL AGREEMENT FOR NATURAL GAS SERVICES

## -- GENERAL TERMS AND CONDITIONS --

SPURR notice of such termination on or before March 1 of that year.

c. **Early Termination By SPURR.** SPURR may terminate this Agreement (i) upon thirty (30) days notice to Participant if Participant has failed to comply with any material obligations under this Agreement, including the failure to pay amounts owed to SPURR, (ii) effective on June 30 of any year by giving Participant notice of termination on or before March 1 of that year, or (iii) upon enactment or implementation by the CPUC or other governmental or regulatory authority, or by Utility, of a law, regulation, rule, or practice which conflicts with sound business practices, imposes significant unanticipated risk on either party to this Agreement, or substantially prevents either party from performing its obligations under this Agreement (other than the obligation of Participant to make payments, if any, due to SPURR), upon sixty (60) days notice to Participant, which notice shall specifically identify the regulation, rule or practice,

d. **Surviving Obligations.** Notwithstanding any other provision of this Agreement, (i) termination of this Agreement will not terminate the obligations of either party arising before the effective date of termination, including any pricing arrangements specifically entered into by the parties, (ii) Participant will pay SPURR for Natural Gas or services, if any, delivered by SPURR and received by Participant at any time, even if after the date of termination, and (iii) if Participant terminates this Agreement before the Termination Date and does not provide Notice of such early termination as prescribed above, Participant shall pay SPURR the commercially reasonable costs and expenses, including administrative overhead, attributable to liquidating forward Natural Gas supply purchases or other arrangements entered by SPURR in reliance on Participant's presence in the Gas Program.

16. **Force Majeure.** Except for Participant's obligation to make payments to SPURR when due, if either party is delayed, interrupted or prevented from performing any of its obligations under this Agreement, and such delay, interruption or prevention is due to acts of God, governmental act or failure to act, labor dispute, war, riot, civil disturbance, fire, earthquake, landslide, lightening, storm, flood, explosion, unavailability of materials, or any other cause outside the reasonable control of the party claiming suspension, and which, by the exercise of due diligence, that party is unable to prevent or overcome, then the time for performance of the affected obligations will be suspended during the continuance of the effects of the cause. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

17. **Representations.** Each party represents and warrants to the other that it has the power and is authorized to enter into this Agreement. Participant represents and warrants to SPURR that, as the

Effective Date, the Accounts are not covered by any other natural gas aggregation or supply agreement.

18. **Further Assurances.** The parties will perform such further actions, including execution and delivery of other documents or instruments, as may be necessary or desirable to carry out the purposes of this Agreement.

19. **Complete Agreement.** This Agreement contains the complete agreement of the parties with respect to its subject matter and supersedes any other agreements between the parties as to that subject matter. This Agreement may be amended only by a writing signed by the parties.

20. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will not be affected and will be enforceable to the fullest extent permitted by law.

21. **Successors and Assigns.** This Agreement is binding on the successors and assigns of the parties.

22. **Notices.** All, invoices, payments and other communications made pursuant to this Agreement ("Notices") shall be in writing and delivered to the addresses specified in writing by the respective parties from time to time. All Notices may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered Notice shall be given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a business day or is after five p.m. on a business day, then such facsimile shall be deemed to have been received on the next following business day. Notice by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class US Mail, properly addressed with postage prepaid, shall be deemed received five business days after mailing.

23. **PG&E Notice.** PG&E has requested that we include the following information into our document if applicable: "I (Participant) authorize the Core Transport Agent (SPURR) to act on the Participant's behalf, to obtain natural gas under PG&E's tariffs for Core Aggregation Service. The Participant will continue to be responsible for payment of PG&E's transportation charges, even if the Participant authorizes PG&E to send transportation charges to SPURR. The Participant also understands that the CPUC does not regulate SPURR under Core Aggregation Service. SPURR is not an agent of PG&E, and PG&E shall not be liable for any of the Core Transport Agent's acts, omissions or representations.

**PLEASE REVIEW THE ATTACHED ACCOUNT LIST.**

**TO ADD ACCOUNTS, PLEASE FAX COPIES  
OF LATEST UTILITY BILLS TO SPURR AT  
925-743-1014 OR EMAIL INFO TO  
[BILLING@SPURR.ORG](mailto:BILLING@SPURR.ORG).**

**RENEWAL AGREEMENT FOR NATURAL GAS SERVICES  
-- ACCOUNT LIST --**

**Center Unified School District**

**Customer Account Number: 23918**

<b>Facility Account Number</b>	<b>Facility Name</b>	<b>City</b>	<b>ZIP</b>
2382390005	3909 N Loop Blvd	ANTELOPE	95843
2767868005	3243 Center Court Ln	ANTELOPE	95843
2809535005	8408 Watt Ave	ANTELOPE	95843
2851201005	8306 Watt Ave	ANTELOPE	95843
4590734005	3401 Scotland Dr	ANTELOPE	95843
5267888005	8725 Watt Ave	ANTELOPE	95843
6251178220	4747 PFE Rd	ROSEVILLE	95747
6601179005	3901 Little Rock Dr	ANTELOPE	95843
8684533005	8000 Aztec Wy	ANTELOPE	95843

*To add accounts, please fax copies of latest utility bills to SPURR at 925-743-1014.*

# Center Joint Unified School District

		<b>AGENDA REQUEST FOR:</b>
<b>Dept./Site:</b>	<b>Facilities &amp; Operations Department</b>	
<b>To:</b>	<b>Board of Trustees</b>	<b>Action Item</b> <u>    X    </u>
<b>Date:</b>	<b>November 20, 2013</b>	<b>Information Item</b> <u>          </u>
<b>From:</b>	<b>Craig Deason, Assist. Supt.</b>	<b># Attached Pages</b> <u>          </u>
<b>Principal/Administrator Initials:</b> <u>                    </u>		

<p><b>SUBJECT: Contract with CPM for Prop 39 and Technology Upgrade Project and On Call Program Management Services</b></p> <p>Our department would like to contract with CPM to provide professional planning/program management services for the Prop 39 and Technology Upgrade projects as well as on-call services. The scope of their work is covered in the attached proposal. The cost of their services is not to exceed \$75,000. The duration of the contract will be November 21, 2013 - December 31, 2015.</p> <p><b>RECOMMENDATION: CUSD Board of Trustees approve the Contract with CPM for Prop 39 and Technology Upgrade Project and On Call Program Management Services</b></p>
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CONSENT AGENDA



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# AGREEMENT

between

Center Unified School District

and

Capital Program Management, Inc.

for

Program Management Services



## DOCUMENTS BOUND HEREWITH

### Agreement Form

Exhibit A: Schedule of Rates for Personnel Costs

Exhibit B: Allowable Reimbursable Expenses

Exhibit C: Program Manager's Basic Services

Exhibit D: Program Responsibility Matrix

Exhibit E: DOJ Certification

Center Unified School District  
Agreement for Program Management Services

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1 **Center Unified School District**

2  
3 **Agreement for Program Management Services**

4  
5  
6 THIS AGREEMENT, made in three copies on November 20, 2013 by and between Center  
7 Unified School District, Sacramento County, California, hereinafter called the Owner, and  
8 Capital Program Management, Inc., hereinafter called the Program Manager or the PM.  
9

10 The Owner desires to retain the PM to provide Program Management Services for Prop  
11 39 and Technology Upgrade in connection with the renovation and new school construction  
12 program in the District.  
13

14  
15 **ARTICLE 1: DEFINITIONS**

16  
17 **OWNER (District):** The Center Unified School District  
18

19 **DESIGN PROFESSIONAL (A-E):** The organization or individual providing those  
20 professional design services associated with construction, alteration, or repair of real property.  
21

22 **PROGRAM MANAGER (PM):** The agent appointed by the Owner as the Owner's  
23 representative to provide Program Management Services for Bond Fund Projects in connection  
24 with the renovation and new school construction program in the District.  
25

26 **PROGRAM BUDGET:** The total available funding as set forth by the Owner including  
27 that provided by the State Office of Public School Construction for the Program. It is the intent  
28 of the Owner that the Program Budget include all costs for design, engineering, construction,  
29 inspection, technical consultants, surveys, testing, project management, project contingencies,  
30 and such administrative costs of the Owner as shall be deemed appropriate.  
31

32  
33 **ARTICLE 2: RELATIONSHIP OF THE PARTIES**

34  
35 **A. Owner and Program Manager:** The Program Manager shall be the Owner's agent in  
36 providing the Program Manager's Services described in Article 3 of this Agreement. The PM  
37 and the Owner shall perform as stated in this Agreement.  
38

39 **B. Owner and Design Professional:** The Owner shall enter into a separate agreement with  
40 one or more Design Professionals to provide architectural and engineering design for the  
41 projects.  
42

43 **C. Owner and Contractors:** The Owner shall enter into separate contract with one or more  
44 Contractors for construction of the projects.

1  
2 D. Relationship of the PM to Other Project Participants: In providing the PM's Services  
3 described in this Agreement, the PM shall endeavor to maintain a working relationship with  
4 the Contractors and Design Professionals on behalf of the Owner. However, nothing in this  
5 Agreement shall be construed to mean that the PM assumes any of the responsibilities or  
6 duties of the Contractors or the Design Professional. The Contractors are solely responsible for  
7 construction means, methods, sequence and procedures used in the construction of the Project  
8 and for the safety of their personnel and operations and for performing in accordance with the  
9 Contractor's contract with the Owner. The Design Professionals are solely responsible for the  
10 Project design and shall perform in accordance with the agreement between the Design  
11 Professional and the Owner. There are no third party beneficiaries of this Agreement and no one  
12 except the parties to this Agreement may seek to enforce its terms.

13  
14 E. The PM affirms that, to the best of its knowledge, there exists no actual or potential  
15 conflict between family, business, or financial interests of the PM and performance of its  
16 Services under this Agreement. In the event of change in either interests or Services under this  
17 Agreement, the PM affirms that it will raise with the Owner any question regarding possible  
18 conflict of interest which may arise as a result of such change.

19  
20 F. At its sole cost and expense, the PM shall give all notices and comply with all laws,  
21 ordinances, rules, regulations, and lawful orders of any public authority bearing on its  
22 operations in performing its work, including those relating to safety, hazardous materials, and  
23 equal employment opportunities; obtain all permits and licenses necessary for performance of  
24 its work; pay all local, state, and federal taxes associated with its work; and pay all benefits,  
25 insurance, taxes, and contributions for Social Security and Unemployment which are measured  
26 by wages, salaries, or other remuneration paid to the PM's employees. Upon Owner's request,  
27 the PM shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations  
28 have been fulfilled.

29  
30  
31 **ARTICLE 3: PROGRAM MANAGER'S BASIC SERVICES**

32  
33 Program Manager's Basic Services are described in Exhibit "C".  
34  
35

36 **ARTICLE 4: DURATION OF THE PROGRAM MANAGER'S SERVICES**

37  
38 A. The duration of the PM's Basic Services under this Agreement shall be from November  
39 21, 2013, through December 31, 2015 as amended by any fully executed contract change orders.  
40

41 B. Extensions to the duration of the PM's Basic Services shall be made by a written  
42 Amendment to this Agreement executed by the Owner and the PM.  
43  
44

**ARTICLE 5: CHANGES IN THE PROGRAM MANAGER'S BASIC SERVICES AND  
ADDITIONAL COMPENSATION**

A. The Owner and the PM may make changes in the PM's Basic Services specified in Article 3 of this Agreement. The PM shall promptly confirm scope changes in writing.

B. The PM shall periodically, at intervals agreed upon by Owner and PM, review the scope of services, the fees incurred to date, and the original and updated estimates of the anticipated cost of performing Basic Services, and notify Owner if the estimate will be exceeded. Updates to the estimated cost of performing Basic Services shall be promptly confirmed in writing by the PM.

**ARTICLE 6: OWNER'S RESPONSIBILITIES**

A. The Owner shall provide to the PM complete information regarding the Owner's requirements for the Project.

B. The Owner shall examine information submitted by the PM and shall render decisions pertaining thereto promptly.

C. The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Program.

D. The Owner shall furnish Insurance for the Program as specified in Article 8.

E. The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the PM, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the Project.

F. The Owner shall retain Design Professionals whose services, duties and responsibilities shall be described in a written agreement between the Owner and Design Professional. The services, duties and responsibilities set out in the agreement between the Owner and the Design Professional shall be compatible and consistent with this Agreement and the Contract Documents.

G. The terms and conditions of the agreement between the Owner and Design Professionals shall not be changed without written notification to the PM. The Owner shall furnish to the PM a copy of the Owner-Design Professional Agreement, along with any amendments.

H. The Owner shall cause any and all agreements between the Owner and the Contractor(s) to be compatible and consistent with this Agreement. Each of the agreements shall include

1 waiver of subrogation and shall expressly recognize the PM as the Owner's agent in providing the  
2 Program Manager's Basic and Additional Services specified in this Agreement.

3  
4 I. At the request of the PM, sufficient copies of the Contract Documents shall be furnished  
5 to the PM to permit the timely performance of Services, by the Owner at the Owner's expense.

6  
7 J. The Owner shall, in a timely manner secure, submit and pay for necessary approvals,  
8 easements, assessments, permits and charges required for the construction, use or occupancy of  
9 permanent structures or for permanent changes in existing facilities.

10  
11 K. The Owner shall designate an officer, employee or other authorized representatives to act  
12 in the Owner's behalf with respect to the Project. The Owner's representative for the Project is  
13 Mr. Craig Deason. This representative shall have the authority to authorize PM to incur fees in  
14 excess of its estimate for basic services specified in Article 7A and approve changes in the scope  
15 of the Project. Owner's Representative shall be available as often as may be required to render  
16 decisions and to furnish information in a timely manner. By executing this Agreement, Owner  
17 represents that it has taken any necessary action of its governing Board to delegate the authority  
18 required by this Agreement to Owner's Representative.

19  
20  
21 **ARTICLE 7: COMPENSATION AND PAYMENT**

22  
23 A. Compensation for Basic Services: The Owner shall compensate the PM for performing the  
24 Basic Services described in Article 3, within timeframes established in Article 4 as follows:

25  
26 1. A fee currently estimated to be Seventy-five Thousand Dollars (\$75,000) through  
27 December 31, 2015, to be paid as provided in subpart 7B, below. This total is only an  
28 estimate and shall not limit the total to be paid, provided PM has complied with the  
29 requirements of this Agreement with respect to services that may cause this amount to  
30 be exceeded. To the extent this amount may be exceeded, the additional amount will be  
31 paid for as provided elsewhere in this Agreement.

32  
33 2. Included in the aforementioned fee, a reasonable expense allowance shall be  
34 provided in the amount of seven thousand two hundred dollars (\$7,200). Allowable  
35 reimbursable expenses are indicated in Exhibit "B". Reimbursable expenses will be billed  
36 to the Owner at direct cost plus 5%. The PM will not exceed the reimbursable expenses  
37 allowance without prior written authorization.

38  
39 B. Payment: Payment to be made by the Owner to the PM for the cost of providing Services  
40 will be based on monthly invoices, which will set forth the hours actually worked during the  
41 billing period. The billing rates indicated in Exhibit "A" will be multiplied by the actual hours for  
42 each position to arrive at the total fee for each month. Reimbursable expenses incurred during  
43 the billing period and during previous billing periods and not yet invoiced will be marked up per  
44 Article 7 Paragraph A.2 to arrive at the total reimbursable expenses.

1  
2 C. The PM will submit an invoice monthly to the Owner for the fee and reimbursable  
3 expenses incurred for the billing period. The Owner shall make payment to the PM of one  
4 hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's  
5 receipt of the invoice.  
6

7 D. Accounting Records: Record of the PM's personnel expense, consultant fees and direct  
8 expenses pertaining to the Project shall be maintained on the basis of generally accepted  
9 accounting practices and shall be available for inspection by the Owner or the Owner's  
10 Representative at mutually convenient times for a period from the date of this Agreement  
11 through two years after completion of the Services under this Agreement.  
12

13 E. Compensation for Additional Services: The PM shall be compensated and payments shall  
14 be made for performing Additional Services in the same manner as provided in Article 7 for Basic  
15 Services. There shall be an increase in the fee set out in Article 7 Paragraph A in an amount which  
16 is mutually agreeable between the Owner and the PM.  
17  
18

## 19 **ARTICLE 8: INSURANCE AND MUTUAL INDEMNITY**

20

21 A. The PM shall procure and maintain insurance on all of its operations during the progress  
22 of its work on the Project, with reliable insurance companies, on forms acceptable to Owner, for  
23 the following minimum insurance coverage:  
24

25 1. Workers' Compensation insurance and occupational disease insurance, as  
26 required by law, and employer's liability insurance, with minimum limits of \$1,000,000,  
27 covering all workplaces involved in this Agreement.  
28

29 2. Commercial general liability insurance, with limits of not less than as indicated in  
30 either (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000  
31 each occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000  
32 aggregate; (2) A single limit for Bodily Injury Liability and Property Damage Liability  
33 Combined of \$1,000,000 each occurrence and \$1,000,000 aggregate.  
34

35 3. Professional Liability Insurance for the Program, written on a "Claims Made Basis,"  
36 with limits of liability in amounts not less than \$1,000,000, insuring the PM against  
37 liabilities arising out of or in connection with the negligent acts, errors, or omissions of the  
38 PM in connection with the carrying out of its professional responsibilities for the Program.  
39  
40

41 4. The PM shall also provide Certificates of Insurance, or other evidence of insurance  
42 as requested by Owner, to Owner within thirty (30) days after receipt by the PM of a  
43 signed version of this Agreement. The certificates shall provide that there will be no

1 cancellation, reduction, or modification of coverage without ten (10) days' prior written  
2 notice to Owner.

3  
4 B. Owner/Contractor Insurance

5  
6 1. The PM, as agent of the Owner, shall be named as an additional insured in any  
7 insurance policy maintained by the Owner covering the Program.

8  
9 2. The Owner shall require the contractors to name the PM as additional insured in  
10 all liability insurance policies maintained by the contractors for the projects.

11  
12 C. Waiver of Subrogation: The Owner and PM waive all rights against each other and against  
13 the Contractor, Design Professionals, consultant, agents and employees of the other for damages  
14 during construction covered by any property insurance as set forth in the Construction Contract.  
15 The Owner and the PM shall each require similar waivers from their contractors, consultants and  
16 agents, including the Design Professionals.

17  
18 D. Indemnity

19  
20 1. The PM shall, with respect to all work which is covered by or incidental to this  
21 Agreement, defend, indemnify and hold Owner harmless from and against any and all  
22 liens and claims asserted by firms or individuals claiming through the PM, and all claims,  
23 liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's  
24 fees, awards, fines, or judgments, arising by reason of any claim for the death or bodily  
25 injury to persons or injury to property, to the extent caused by the PM's negligence or  
26 willful misconduct. However, the PM shall not be obligated under this Agreement to  
27 indemnify Owner to the extent that the damage is caused by the negligence or willful  
28 misconduct of Owner or its agent or servants other than the PM.

29  
30 2. The Owner shall defend, indemnify and hold the PM and its members, employees  
31 and consultants harmless from and against all claims, liabilities, suits and damages, to the  
32 extent caused by the negligence or willful misconduct of the Owner, its employees,  
33 agents, representatives, independent contractors, material suppliers, the Contractor or  
34 Design Professional. If the PM is named as a defendant in an action by a Contractor or  
35 Subcontractor, the Owner shall provide a joint defense to the action, with contribution  
36 from the PM only in the event that a judgment determines that the PM is liable for  
37 negligence or willful misconduct.

38  
39 3. The PM's total liability to Owner for any and all claims or liability arising out of this  
40 Agreement or performance of the Services called for by this Agreement, whether in tort  
41 or contract, shall be limited to the available insurance coverage as provided in compliance  
42 with Article 8 of this Agreement and the amount of the total compensation actually paid  
43 to the PM by the Owner pursuant to this Agreement.  
44



1     **ARTICLE 9:     TERMINATION AND SUSPENSION**

2  
3     **A.     Termination**

4  
5         1.     This Agreement may be terminated in whole or in part in writing by either party in  
6         the event of substantial failure by the other party to fulfill its obligations under this  
7         Agreement through no fault of the terminating party; provided that no such termination  
8         may be effected unless the other party is given:

9  
10             a)     Written notification (delivered by certified mail) that the other party is in  
11             material breach of the contract and the notification specifies the breach.

12  
13             b)     Seven (7) calendar days to cure the breach.

14  
15             c)     An opportunity for consultation with the terminating party prior to the  
16             termination.

17  
18             d)     Termination notification (delivered by certified mail) that the breach has  
19             not been cured and providing an additional seven (7) calendar days prior to  
20             termination.

21  
22         2.     This Agreement may be terminated in whole or in part in writing by the Owner for  
23         its convenience; provided the PM is given (i) not less than thirty (30) days written notice  
24         (delivered by certified mail) of intent to terminate and (ii) an opportunity for consultation  
25         with the Owner prior to termination. In the event of notice of termination, the PM shall  
26         take reasonable measures to mitigate termination expenses.

27  
28         3.     If termination pursuant to Article 9 Paragraph A.1 is effected by the Owner, the  
29         PM will be paid for Services actually performed to the reasonable satisfaction of the  
30         Owner. If termination pursuant to Article 9 Paragraph A.1 is effected by the PM or if  
31         termination pursuant to Article 9 Paragraph A.2 is effected by the Owner, the PM shall be  
32         entitled to an equitable adjustment in compensation. The equitable adjustment for any  
33         termination shall provide for payment of the PM for Services rendered and expenses  
34         incurred prior to the termination. In addition, termination expenses reasonably incurred  
35         by the PM shall be paid. Termination expenses are defined as those direct costs arising  
36         prior, during and subsequent to termination that are directly attributable to the  
37         termination of the Services.

38  
39         4.     Upon receipt of a termination notice pursuant to Article 9 Paragraph A.1 or  
40         expiration of the notice period under Article 9 Paragraph A.2, the PM shall (i) promptly  
41         discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or  
42         otherwise make available to the Owner all data, documents, procedures, reports,  
43         estimates, summaries, and such other information and materials as may have been  
44         accumulated by the PM in performing this Agreement, whether completed or in process.

1  
2 5. If, after termination for failure of the PM to fulfill contractual obligations, it is  
3 determined that the PM had not so failed, the termination shall be deemed to have been  
4 effected for the convenience of the Owner. In such event, adjustment for the  
5 compensation provided for in this Agreement shall be made as provided in Article 9  
6 Paragraph A.3 for termination for the convenience of the Owner.  
7

8 **B. Suspension**  
9

10 1. The Owner may in writing order the PM to suspend all or any part of the Program  
11 Manager's Services for the Project for the convenience of the Owner or for Project delay  
12 work stoppage beyond the control of the Owner or the PM. If the performance of all or  
13 any part of the Services for the Project is so suspended, an adjustment in the PM's  
14 compensation shall be made for the increase, if any, in the cost of the PM's performance  
15 of this Agreement caused by such suspension, and this Agreement shall be modified in  
16 writing.  
17

18 2. If the Project is suspended by the Owner for more than three (3) months, the PM  
19 shall be paid compensation for Services performed prior to receipt of written notice from  
20 the Owner of the suspension, together with direct expenses then due and all expenses  
21 and costs directly resulting from the suspension. If the Project is resumed after being  
22 suspended for more than six (6) months, the PM shall have the option of requiring that its  
23 compensation, including rates and fees, be renegotiated. Subject to the provisions of this  
24 Agreement relating to termination, a suspension of the Project does not void this  
25 Agreement.  
26

27  
28 **ARTICLE 10: DISPUTE RESOLUTION**  
29

30 A. **Mediation:** The parties agree that all claims, disputes or controversies between the  
31 parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be  
32 submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In  
33 the event the parties are unable to agree upon the identity of the mediator within fifteen days  
34 from the date either party submits a written request to mediate a Claim, the mediator shall be  
35 selected and the mediation administered under the Construction Mediation Rules of the  
36 American Arbitration Association. The costs and fees of the mediator shall be paid equally by the  
37 parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect  
38 to the Claim. Neither party shall commence or pursue arbitration or litigation until the  
39 completion of mediation proceedings.  
40

41 B. **Arbitration:** In the event that a Claim remains unresolved after mediation pursuant to  
42 Public Contract Code Section 22200, et seq., the Claim shall be decided by binding arbitration in  
43 accordance with Public Contract Code Sections 10240-10245.4, and the implementing regulations

1 contained in Title 1 of the California Code of Regulations then in effect. The hearing in any  
2 arbitration under this provision shall be held in Sacramento County.

3  
4 C. It is expressly agreed that no mediation or arbitration shall be initiated prior to the  
5 completion of the Services under this Agreement, or termination of this Agreement, whichever is  
6 earlier.

7  
8  
9 **ARTICLE 11: ADDITIONAL PROVISIONS**

10  
11 A. Confidentiality: The PM shall not disclose or permit the disclosure of any confidential  
12 information, except to its agents, employees and other consultants who need such confidential  
13 information in order to properly perform their duties relative to this Agreement.

14  
15 B. Limitations and Assignment

16  
17 1. The Owner and the PM each binds themselves, their successors, assigns and legal  
18 representatives to the terms of this Agreement.

19  
20 2. Neither the Owner nor the PM shall assign or transfer its interest in this  
21 Agreement without the written consent of the other, except that the PM may assign  
22 accounts receivable to a commercial bank for securing loans without approval of the  
23 Owner.

24  
25 C. Fingerprinting: Education Code section 45125.1 may apply to this Agreement. The  
26 District administrator responsible for this Agreement shall, pursuant to Section 45125.1 and  
27 District policy and guidelines, determine whether fingerprinting is required of the PM or its  
28 employees. Once such determination is made, the District administrator shall verify his/her  
29 determination on the signature page of this Agreement.

30  
31 D. Non-Solicitation of Employees: Owner agrees that without expressed written consent, at  
32 all times while Owner is employing the services of the PM and for twelve (12) months after  
33 contract period terminates, Owner will not, directly or indirectly, whether individually or as an  
34 officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venture,  
35 investor, lender, consultant, or any other capacity whatsoever; solicit, divert hire, retain  
36 (including as a consultant) or encourage to leave the employment or contract period of PM and  
37 any employee or contractor of PM, or hire or retain (including as a consultant) any former  
38 employee of PM who has left the employment or contract period of PM within twelve(12)  
39 months prior to such hiring or retention. Owner agrees and acknowledges that its non-solicitation  
40 of employees obligation hereunder are essential to the protection of PM's business.

41  
42 E. Governing Law: Unless otherwise provided, this Agreement shall be governed by the laws  
43 of Sacramento County and the State of California.

- 1 F. Equal Opportunity Employment: PM represents that it is an equal opportunity employer  
2 and it shall not discriminate against any employee or applicant for employment because of race,  
3 religion, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital  
4 status or age. Such non-discrimination shall include, but not be limited to, all activities related to  
5 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff  
6 or termination with or related to the performance of this Agreement.  
7
- 8 G. Extent of Agreement: This Agreement represents the entire and integrated agreement  
9 between the Owner and the PM and supersedes all prior negotiations, representations or  
10 agreements, either written or oral. This Agreement may be amended only by written instrument  
11 signed by both the Owner and the PM. Nothing contained in this Agreement is intended to  
12 benefit any third party. The Contractors and Design Professionals are not intended third party  
13 beneficiaries of this Agreement.  
14
- 15 H. Severability: If any portion of this Agreement is held as a matter of law to be  
16 unenforceable, the remainder of this Agreement shall be enforceable without such provisions.  
17
- 18 I. Meaning of Terms: References made in the singular shall include the plural and the  
19 masculine shall include the feminine or the neuter.  
20
- 21 J. Notices: All Notices required by this Agreement or other communications to either party  
22 by the other shall be deemed given when made in writing and deposited in the United States  
23 Mail, first class, postage prepaid, addressed as follows:  
24
- 25 To the Owner:
- 26
- 27 Mr. Scott Loehr  
28 Superintendent  
29 8408 Watt Avenue  
30 Antelope, CA 95843  
31
- 32 To the PM:
- 33
- 34 Mr. Wallace E. Browe  
35 President  
36 Capital Program Management, Inc.  
37 1851 Heritage Lane, Suite 210  
38 Sacramento, CA 95815  
39  
40

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Center Unified School District

\_\_\_\_\_  
Signature

By: Mr. Scott Loehr

Its: Superintendent

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

Department of Justice (DOJ) Fingerprinting: Required

Capital Program Management, Inc.

  
Signature

By: Mr. Wallace E. Browe

Its: President

Date: 11/8/13

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4

**EXHIBIT "A"**  
**SCHEDULE OF HOURLY RATES FOR PERSONNEL COSTS**

Position		Rates for 1/1/13- 12/31/13	Rates for 1/1/14 – 12/31/14	Rates for 1/1/15 – 12/31/15
<b>PIC</b>	President	\$190	\$190	\$196
	Vice President	\$190	\$190	\$196
	Principal	\$190	\$190	\$196
<b>Planning &amp; Program Management Practice</b>	Program Director	\$190	\$190	\$196
	Senior Program Manager	\$179	\$179	\$184
	Program/Project Manager	\$164	\$164	\$169
	Asst. Program/Project Manager	\$139	\$139	\$143
	Program Coordinator II	\$105	\$105	\$108
	Program Coordinator I	\$ 88	\$ 88	\$ 91
	Senior Estimator	\$179	\$179	\$184
	Estimator	\$164	\$164	\$169
	Senior Scheduler	\$179	\$179	\$184
	Scheduler	\$164	\$164	\$169
	Clerical	\$ 56	\$ 56	\$ 58
<b>Budget &amp; Accounting Practice</b>	Director of Budget & Accounting	\$190	\$190	\$196
	Budget & Accounting Manager	\$179	\$179	\$184
	Senior Budget Analyst	\$136	\$136	\$140
	Budget Analyst	\$122	\$122	\$126
	Asst. Budget Analyst	\$ 95	\$ 95	\$ 98
<b>Educational Technology Practice</b>	Director of Educational Technology	\$190	\$190	\$196
	Senior Ed-Tech Manager	\$179	\$179	\$184
	Ed-Tech Manager	\$164	\$164	\$169
	Asst. Ed-Tech Manager	\$138	\$138	\$143
	Drafter	\$126	\$126	\$130
<b>Contract Management Practice</b>	Director of Contract Management	\$190	\$190	\$196
	Senior Contract Manager	\$179	\$179	\$184
	Contract Manager	\$164	\$164	\$169
	Contract Administrator	\$138	\$138	\$143
	Assistant Contract Administrator	\$105	\$105	\$108

**EXHIBIT "B"**

**ALLOWABLE REIMBURSABLE EXPENSES**

The PM will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of travel to and from District.
2. Cost of printing and distributing documentation and reports.
3. Cost of postage, UPS, Federal Express, and other deliveries.
4. Cost of reproduction of plans and specifications.
5. Cost of legal notices published for project.
6. Cost of sub-consultants hired by PM.
7. Cost of progress photos.

**EXHIBIT "C"**

**PROGRAM MANAGER'S BASIC SERVICES:**

The PM shall perform the Basic Services described in this Exhibit. It is not required that the Basic Services be performed in the sequence in which they are described.

**I. The PM will provide the following services at the direction of the Owner:**

1. Program Meetings: PM will assist the Owner in scheduling and conducting various meetings with the program team and Board.
2. Progress Reporting and Management Information: The PM shall assist the Owner in reporting progress to the Board and various other interested parties.
3. Procurement of Professional Services: The PM shall assist the Owner in issuances of Request for Qualifications/Proposals and selection of various professional services.
4. Consulting Contracts: The PM shall provide recommended A-E contract language and assist the Owner and its counsel in preparing contracts and negotiating terms of contracts with professional service providers.
5. Determine Project Delivery Method(s): The PM shall recommend to the Owner project delivery method(s) best for each project.
6. Program Meetings: The PM shall conduct periodic Program meetings attended by the Owner, Design Professionals and others. Such meetings shall serve as a forum for the exchange of information concerning the Program and review of design progress.
7. Oversight of Professional Service Providers: The PM shall monitor the progress and fulfillment of contractual obligations of professional service providers and recommend revisions to the Owner as appropriate.
8. Award of Bid: The PM shall assist the Owner's CM in making recommendations for bid award as required by specific delivery method chosen for a specific project.
9. State Funding Documents: The PM shall submit on the Owner's behalf the required post-bid documents.
10. Prop 39 Oversight: The PM shall support the Owner in an advisory capacity.
11. Low Voltage/Education Technology: The PM shall provide assistance with identifying low voltage/education technology design criteria for new data and telephone systems for new construction and modernization projects. The PM shall



1 assist with the coordination, location, and sizing of the low voltage/education  
2 technology backbone pathway. Assist the District with procuring the data and  
3 telephone systems and related hardware, and on-going low voltage/education  
4 technology system project management activities.  
5

#### 6 **Additional Services**

7

8 At the request of the Owner, the PM shall perform Additional Services and the PM shall be  
9 compensated for same as provided in Article 7 of this Agreement. The PM shall perform  
10 Additional Services only after the Owner and the PM have executed a written Amendment to this  
11 Agreement providing such services. Additional services may include:  
12

- 13 1. Services related to investigation, appraisal or evaluation of existing conditions,  
14 facilities or equipment or determination of the accuracy of existing drawings or other  
15 information furnished by the Owner.  
16
- 17 2. Services related to building site investigations and analysis.  
18
- 19 3. Preparation of financial, accounting or MIS reports not provided under Basic  
20 Services.  
21
- 22 4. Consultation regarding replacement of Work damaged by fire or other cause  
23 during construction and furnishing services in connection with the replacement of such  
24 work.  
25
- 26 5. Services made necessary by the default of a Contractor.  
27
- 28 6. Preparation for and serving as a witness in connection with any public or private  
29 hearing or arbitration, mediation or legal proceeding.  
30
- 31 7. Services related to cost estimating and construction scheduling.  
32
- 33 8. Services related to implementing the Labor Compliance Program.  
34
- 35 9. Services related to determination of the accuracy of existing drawings or other  
36 information furnished by the Owner.  
37
- 38 10. Services related to requests for information by the Oversight Committee that  
39 require additional research or investigation outside the scope of normal budget and  
40 progress reporting, as directed by Owner.  
41
- 42 11. Services related to constructability reviews.  
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**EXHIBIT "D"**

**Program Responsibility Matrix**

**(Not Used)**

1  
2 **EXHIBIT "E"**  
3

4 **DOJ CERTIFICATION**  
5  
6

7 I, Mr. Wallace E. Browe, on behalf of Capital Program Management, Inc. certify  
8 that, pursuant to Education Code Section 45125.1 and Article 11 Paragraph C of this  
9 Agreement, this business entity has conducted the required criminal background check(s) of all  
10 persons who will be providing services to the Center Unified School District on behalf of this  
11 business entity, and that none of those persons have been reported by the Department of  
12 Justice as having been convicted of a serious or violent felony as specified in Penal Code  
13 Sections 667.5(c) or 1192.7(c). I understand that this Certification is not to be signed and  
14 submitted until I have received clearance from DOJ regarding those persons named. As further  
15 required by Education Code 45125.1, attached hereto is a list of names of the employees who  
16 will be providing services to Center Unified School District and who are required to be  
17 fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the  
18 Center Unified School District of any addition/deletions as they occur.  
19

20 I declare under penalty of perjury under the laws of the State of California that  
21 the foregoing is true and correct.  
22

23 Executed 11/2/15, in Sacramento, California.  
24

(Seal of business)

By: 

Mr. Wallace E. Browe

President

1  
2  
3  
4  
5

**LIST OF EMPLOYEES WHO ARE AUTHORIZED  
TO COME ON TO SCHOOL CAMPUSES**

<b><u>Name:</u></b>	<b><u>School Site (if known)</u></b>
Mark Rosson	
Paul Chambers	
Valerie Jenkins	

6  
7

# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept. /Site:** Business Department

**Date:** 11/05/2013

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess

**# Attached Page** 1

**Principal's Initials:** \_\_\_\_\_

**SUBJECT:**

**APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT  
PAYROLL ORDERS**

The Governing board is asked to approve the attached payroll Orders for July 2013 through October 2013.

**RECOMMENDATION:** That the CJUSD Board of Trustees approve the District Payroll Orders for July 2013 through October 2013.

**CONSENT AGENDA**

<b>DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2014</b>
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 899,102.04	50139.63		\$ 949,241.67	252
AUG	\$ 2,200,733.72	\$ 68,455.98		\$ 2,269,189.70	634
SEPT	\$ 2,215,854.45	\$ 119,769.89		\$ 2,335,624.34	681
OCT	\$ 2,223,970.83	\$ 94,626.55		\$ 2,318,597.38	668
NOV				\$ -	
DEC				\$ -	
2-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	

\$ 7,539,661.04	\$ 332,992.05	\$ -	\$ 7,872,653.09	2235
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# Center Joint Unified School District

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** November

**Action Item**

**To:** Board of Trustees

**Information Item**

**From:** Jeanne Bess

**# Attached Pages 70**

**SUBJECT: Supplemental Agenda – Commercial Warrant Registers**

October 2, 2013, \$243,801.92, October 9, 2013, \$155,406.26, October 16, 2013, \$296,546.21, October 24, 2013, \$342,228.22, October 30, 2013, \$223,815.11.

The commercial warrant payments to vendors totals  
\$ 1,261,797.72.

**RECOMMENDATION:** That the CJUSD Board of Trustees approves the Supplemental Agenda – Vendor Warrants as presented

**CONSENT AGENDA**

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST

J4385 APY500 H.02.05 10/02/13 PAGE 0

---

Batch status: A All

From batch: 0026

To batch: 0026

Include Revolving Cash: Y

Include Address: N



81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
FUND : 01 GENERAL FUND

J4385 APY500 H.02.05 10/02/13 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 rep dep T9MP	
011802/00	A-Z BUS SALES INC.						
63 PO-140055	10/04/2013	DI29034	1	01-7230-0-4300-112-0000-3600-007-000	NN P	157.71	157.71
63 PO-140055	10/04/2013	DI29023	1	01-7230-0-4300-112-0000-3600-007-000	NN P	191.84	191.84
TOTAL PAYMENT AMOUNT						349.55 *	349.55
010700/00	ARAMARK UNIFORM SERVICES INC						
747 PO-140656	10/04/2013	506-2533187	1	01-0000-0-5800-111-0000-8200-007-000	NN P	64.04	64.04
TOTAL PAYMENT AMOUNT						64.04 *	64.04
010400/00	AT&T						
92 PO-140078	01/04/2013	248-134-8100-8413 9/23-10/22	1	01-0000-0-5902-106-0000-8110-007-000	NN P	7.88	7.88
TOTAL PAYMENT AMOUNT						7.88 *	7.88
017760/00	BACKFLOW TECHNOLOGIES LLC						
95 PO-140081	10/04/2013	13-6709	1	01-0000-0-5800-106-0000-8110-007-000	NN P	61.00	61.00
TOTAL PAYMENT AMOUNT						61.00 *	61.00
020540/00	CALIFORNIA AMERICAN WATER CO						
96 PO-140082	10/04/2013	05-0054873-0	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.61	180.61
96 PO-140082	10/04/2013	05-0401542-1	1	01-0000-0-5540-106-0000-8110-007-000	NN P	544.79	544.79
96 PO-140082	10/04/2013	05-0401551-2	1	01-0000-0-5540-106-0000-8110-007-000	NN P	2,673.20	2,673.20
96 PO-140082	10/04/2013	05-0401546-2	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.61	180.61
96 PO-140082	10/04/2013	05-0054876-3	1	01-0000-0-5540-106-0000-8110-007-000	NN P	76.59	76.59
96 PO-140082	10/04/2013	05-0054875-5	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.61	180.61
96 PO-140082	10/04/2013	05-0052956-5	1	01-0000-0-5540-106-0000-8110-007-000	NN P	3,683.59	3,683.59
96 PO-140082	10/04/2013	05-0482625-6	1	01-0000-0-5540-106-0000-8110-007-000	NN P	2,609.95	2,609.95
96 PO-140082	10/04/2013	05-0052955-7	1	01-0000-0-5540-106-0000-8110-007-000	NN P	5,548.77	5,548.77
96 PO-140082	10/04/2013	05-0550586-7	1	01-0000-0-5540-106-0000-8110-007-000	NN P	9,462.16	9,462.16
96 PO-140082	10/04/2013	05-0053101-7	1	01-0000-0-5540-106-0000-8110-007-000	NN P	1,879.72	1,879.72
96 PO-140082	10/04/2013	05-0054874-8	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.61	180.61
96 PO-140082	10/04/2013	05-0062336-8	1	01-0000-0-5540-106-0000-8110-007-000	NN P	4,532.69	4,532.69
96 PO-140082	10/04/2013	05-0482624-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	696.63	696.63
96 PO-140082	10/04/2013	05-0052643-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	4,977.07	4,977.07
96 PO-140082	10/04/2013	05-0053100-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	6,425.22	6,425.22
96 PO-140082	10/04/2013	05-0509037-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	223.14	223.14
TOTAL PAYMENT AMOUNT						44,055.96 *	44,055.96

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
FUND : 01 GENERAL FUND

J4385 APY500 H.02.05 10/02/13 PAGE 2  
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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	rep dep T9MP		
010575/00		CAPITOL CLUTCH & BRAKE INC.					
69 PO-140060	10/04/2013	1269920	1 01-7230-0-4300-112-0000-3600-007-000	NN P		192.84	192.84
69 PO-140060	10/04/2013	1269285	1 01-7230-0-4300-112-0000-3600-007-000	NN P		192.84	192.84
69 PO-140060	10/04/2013	1267608	1 01-7230-0-4300-112-0000-3600-007-000	NN P		620.01	620.01
TOTAL PAYMENT AMOUNT						1,005.69 *	1,005.69
017639/00		CDT INC.					
264 PO-140242	10/04/2013	26637	1 01-0000-0-5800-110-0000-7200-004-000	NN P		216.00	216.00
TOTAL PAYMENT AMOUNT						216.00 *	216.00
020305/00		CDW GOVERNMENT INC.					
146 PO-140131	10/04/2013	DV52245	1 01-3550-0-5800-472-1110-1000-014-000	NN P		13,100.00	13,100.00
146 PO-140131	10/04/2013	FK10188	1 01-3550-0-5800-472-1110-1000-014-000	NN F		3,247.80	2,872.20
TOTAL PAYMENT AMOUNT						15,972.20 *	15,972.20
014557/00		COLLEGE OAK TOW & TRANSPORT					
70 PO-140061	10/04/2013	470365	1 01-7230-0-5600-112-0000-3600-007-000	NN P		201.60	201.60
TOTAL PAYMENT AMOUNT						201.60 *	201.60
014524/00		CONTINENTAL ATHLETIC					
937 PO-140817	10/04/2013	0073489-IN	1 01-0472-0-5800-472-1263-4200-014-000	NN P		142.93	142.93
937 PO-140817	10/04/2013	0073488-IN	1 01-0472-0-5800-472-1263-4200-014-000	NN F		5,467.44	5,467.40
TOTAL PAYMENT AMOUNT						5,610.33 *	5,610.33
010236/00		CREATIVE BUS SALES					
71 PO-140062	10/04/2013	5043332	1 01-7230-0-4300-112-0000-3600-007-000	NN P		70.57	70.57
TOTAL PAYMENT AMOUNT						70.57 *	70.57
022347/00		GIVE SOMETHING BACK					
807 PO-140714	10/04/2013	IN-0153648/CM008320	1 01-0000-0-5800-105-0000-7200-005-000	NN F		155.26	124.39
879 PO-140767	10/04/2013	IN-0156341	1 01-0000-0-4300-475-3200-1000-015-000	NN F		64.64	64.64
TOTAL PAYMENT AMOUNT						189.03 *	189.03

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
FUND : 01 GENERAL FUND

J4385 APY500 H.02.05 10/02/13 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	rep dep T9MP		
010191/00	GRAINGER						
734 PO-140644	10/04/2013	9242631233	1	01-0000-0-4300-106-0000-8110-007-000	NN P	139.71	139.71
TOTAL PAYMENT AMOUNT						139.71 *	139.71
022345/00	HAGMAN, AARON						
929 PO-140785	10/04/2013	ER REIMB	1	01-7090-0-3403-475-3200-1000-000-000	NN F	50.00	50.00
TOTAL PAYMENT AMOUNT						50.00 *	50.00
010992/00	HARBOR FREIGHT TOOLS USA INC						
541 PO-140479	10/04/2013	TICKET 0352923	1	01-0000-0-9320-000-0000-0000-000-000	NN P	369.08	369.08
541 PO-140479	10/04/2013	TICKET 0136986	1	01-0000-0-9320-000-0000-0000-000-000	NN P	21.56	21.56
TOTAL PAYMENT AMOUNT						390.64 *	390.64
015311/00	HOWARD TARAS MD						
902 PO-140811	10/04/2013	INV 9/24/13	1	01-5640-0-5800-601-9728-3140-017-000	NY F	60.00	60.00
TOTAL PAYMENT AMOUNT						60.00 *	60.00
021343/00	HUNTER, CURTIS						
927 PO-140813	10/04/2013	REIMB	1	01-0000-0-4300-472-1284-1000-014-000	NN F	269.03	269.03
TOTAL PAYMENT AMOUNT						269.03 *	269.03
018990/00	INTERSTATE BATTERY SYSTEM						
75 PO-140065	10/04/2013	10077106	1	01-7230-0-4300-112-0000-3600-007-000	NN P	84.19	84.19
75 PO-140065	10/04/2013	10077072	1	01-7230-0-4300-112-0000-3600-007-000	NN P	482.54	482.54
TOTAL PAYMENT AMOUNT						566.73 *	566.73
021926/00	MATRE, KAREN						
886 PO-140791	10/04/2013	CHAIR REIMB	1	01-0000-0-4300-472-0000-2700-014-000	NN F	107.99	107.99
TOTAL PAYMENT AMOUNT						107.99 *	107.99

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
FUND : 01 GENERAL FUND

J4385 APY500 H.02.05 10/02/13 PAGE 4  
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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	rep dep T9MP	Liq Amt	Net Amount	
015787/00	O'REILLY AUTO PARTS							
718 PO-140630	10/04/2013	226395	1 01-7240-0-4300-112-5001-3600-007-000	NN P		269.99	269.99	
718 PO-140630	10/04/2013	247466	1 01-7240-0-4300-112-5001-3600-007-000	NN P		71.41	71.41	
840 PO-140740	10/04/2013	248417	1 01-8150-0-4300-106-0000-8110-007-000	NN P		34.69	34.69	
840 PO-140740	10/04/2013	248660	1 01-8150-0-4300-106-0000-8110-007-000	NN P		1.83	1.83	
TOTAL PAYMENT AMOUNT						377.92 *	377.92	
014872/00	PALMER, MICHAEL							
878 PO-140790	10/04/2013	C.MILEAGE	1 01-7405-0-5200-472-0000-2130-014-000	NN F		33.56	33.56	
TOTAL PAYMENT AMOUNT						33.56 *	33.56	
015048/00	PAR INC							
812 PO-140719	10/04/2013	603303-1	1 01-6500-0-4300-102-5001-3120-003-000	YN F		212.95	195.80	
TOTAL PAYMENT AMOUNT						195.80 *	195.80	
: TOTAL USE TAX AMOUNT						15.66		
019252/00	PEARSON							
668 PO-140589	10/04/2013	4135836	1 01-6500-0-4300-102-5001-3120-003-000	NN P		67.50	67.50	
668 PO-140589	10/04/2013	4119757	1 01-6500-0-4300-102-5001-3120-003-000	NN F		2,495.77	2,467.73	
TOTAL PAYMENT AMOUNT						2,535.23 *	2,535.23	
016692/00	PERFORMANCE CHEVROLET							
896 PO-140782	10/04/2013	524010	1 01-7240-0-4300-112-5001-3600-007-000	NN P		103.89	103.89	
TOTAL PAYMENT AMOUNT						103.89 *	103.89	
021249/00	PERRY, HEATHER							
904 PO-140795	10/04/2013	SEIS MILEAGE REIMB	1 01-6500-0-5211-102-5001-2700-003-000	NN F		19.78	19.78	
TOTAL PAYMENT AMOUNT						19.78 *	19.78	
021167/00	PLACER COUNTY OFFICE OF EDUC							
759 PO-140666	10/04/2013	AR14-00127	1 01-7405-0-5200-475-3200-2140-015-000	NN P		75.00	75.00	
TOTAL PAYMENT AMOUNT						75.00 *	75.00	

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
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	rep dep T9MP		
021401/00	PRACTI-CAL INC						
910 PO-140800	10/04/2013	25830	1 01-5640-0-5800-103-0000-3140-003-000	NN P	565.62	565.62	
910 PO-140800	10/04/2013	25969	1 01-5640-0-5800-103-0000-3140-003-000	NN P	117.25	117.25	
910 PO-140800	10/04/2013	26016	1 01-5640-0-5800-103-0000-3140-003-000	NN P	160.06	160.06	
910 PO-140800	10/04/2013	26074	1 01-5640-0-5800-103-0000-3140-003-000	NN P	187.55	187.55	
910 PO-140800	10/04/2013	26123	1 01-5640-0-5800-103-0000-3140-003-000	NN P	159.45	159.45	
TOTAL PAYMENT AMOUNT			1,189.93 *			1,189.93	
014023/00	PRO-ED						
409 PO-140566	10/04/2013	2148218	1 01-6500-0-4300-102-5001-3120-003-000	YN F	1,108.08	1,115.40	
TOTAL PAYMENT AMOUNT			1,115.40 *			1,115.40	
TOTAL USE TAX AMOUNT			89.23				
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
80 PO-140069	10/04/2013	180166381	1 01-7230-0-5600-112-0000-3600-007-000	NN P	53.66	53.66	
TOTAL PAYMENT AMOUNT			53.66 *			53.66	
010266/00	SACRAMENTO COUNTY UTILITIES						
106 PO-140091	10/04/2013	50008418859	1 01-0000-0-5540-106-0000-8110-007-000	NN P	218.53	218.53	
106 PO-140091	10/04/2013	50000918618	1 01-0000-0-5540-106-0000-8110-007-000	NN P	497.01	497.01	
106 PO-140091	10/04/2013	50000918556	1 01-0000-0-5540-106-0000-8110-007-000	NN P	417.24	417.24	
106 PO-140091	10/04/2013	50000918485	1 01-0000-0-5540-106-0000-8110-007-000	NN P	2,874.80	2,874.80	
TOTAL PAYMENT AMOUNT			4,007.58 *			4,007.58	
017106/00	SIA/VISION SERVICE PLAN						
PV-141019	10/04/2013	SIA VISION OCTOBER	01-0000-0-9552-000-0000-0000-000-000	NN		5,686.69	
TOTAL PAYMENT AMOUNT			5,686.69 *			5,686.69	
010263/00	SMUD						
107 PO-140092	10/04/2013	7000000347 SEPT	1 01-0000-0-5530-106-0000-8110-007-000	NN P	79,764.26	79,764.26	
TOTAL PAYMENT AMOUNT			79,764.26 *			79,764.26	

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
FUND : 01 GENERAL FUND

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<< 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	rep dep T9MP		
016372/00	STORM, GILLIAN						
864 PO-140784	10/04/2013	SEPT MILEAGE	1 01-5630-0-5800-601-1220-1000-017-000	NN F		80.68	80.68
TOTAL PAYMENT AMOUNT						80.68 *	80.68
022139/00	THERAPRO INC						
813 PO-140720	10/04/2013	IN391420	1 01-6500-0-4300-102-5001-3120-003-000	YN F		108.00	100.00
TOTAL PAYMENT AMOUNT						100.00 *	100.00
TOTAL USE TAX AMOUNT						8.00	
014432/00	TROPHY CASE						
916 PO-140806	10/04/2013	19818	1 01-7220-0-5800-472-1110-1000-014-000	NN F		1,709.33	1,701.41
TOTAL PAYMENT AMOUNT						1,701.41 *	1,701.41
011190/00	UNIVERSAL SPECIALTIES INC						
871 PO-140763	10/04/2013	DOC#61207/ORD#198519	1 01-8150-0-4300-106-0000-8110-007-000	NN P		37.49	37.49
TOTAL PAYMENT AMOUNT						37.49 *	37.49
016252/00	WALTON ENGINEERING INC						
89 PO-140075	10/04/2013	84766	1 01-7230-0-5800-112-0000-3600-007-000	NN P		1,150.78	1,150.78
TOTAL PAYMENT AMOUNT						1,150.78 *	1,150.78
019842/00	WFCB-OSH COMMERCIAL SERVICES						
957 PO-140818	10/04/2013	5780-9700-1009-9025	1 01-8150-0-4300-106-0000-8110-007-000	NN F		338.84	338.84
TOTAL PAYMENT AMOUNT						338.84 *	338.84
015798/00	WORLDWIDE SPORT SUPPLY						
797 PO-140708	10/04/2013	PO28665701012	1 01-0000-0-4300-472-1263-4200-014-000	YN F		636.86	593.67
TOTAL PAYMENT AMOUNT						593.67 *	593.67
TOTAL USE TAX AMOUNT						47.49	

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 << 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 rep dep T9MP					
-----								
017313/00	XEROX							
-----								
490 PO-140438	10/04/2013	REVISED JULY C26339109	1 01-0000-0-5800-115-9790-8200-007-000 NN P			41,443.10	41,443.10	
490 PO-140438	10/04/2013	300132106	1 01-0000-0-5800-115-9790-8200-007-000 NN P			510.31	510.31	
750 PO-140658	10/04/2013	701667358	1 01-0000-0-5800-115-9790-8200-007-000 NN P			501.82	501.82	
833 PO-140734	10/04/2013	C26339109	1 01-3010-0-5612-371-1110-1000-012-000 NN P			50.00	50.00	
836 PO-140736	10/04/2013	C26339109	1 01-7220-0-5612-472-1110-1000-014-000 NN P			100.00	100.00	
837 PO-140737	10/04/2013	C26339109	1 01-0000-0-5612-472-9769-1000-014-000 NN P			25.00	25.00	
838 PO-140738	10/04/2013	C26339109	1 01-0000-0-5612-115-9780-8200-007-000 NN P			25.00	25.00	
839 PO-140739	10/04/2013	C26339109	1 01-3550-0-5612-472-1110-1000-014-000 NN P			100.00	100.00	
841 PO-140741	10/04/2013	C26339109	1 01-6500-0-5612-102-5001-2700-003-000 NN P			25.00	25.00	
842 PO-140742	10/04/2013	C26339109	1 01-0000-0-5612-371-0000-2700-012-000 NN P			25.00	25.00	
TOTAL PAYMENT AMOUNT			42,805.23 *				42,805.23	
TOTAL FUND PAYMENT			211,354.75 **				211,354.75	
TOTAL USE TAX AMOUNT			160.38					

CHARTER SCHOOLS

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 rep dep T9MP				
017313/00	XEROX							
843	PO-140745	10/04/2013 C26339109		1 09-1100-0-5612-501-1110-1000-016-000 NN P			100.00	100.00
844	PO-140746	10/04/2013 C26339109		1 09-1100-0-5612-501-0000-2700-016-000 NN P			20.00	20.00
844	PO-140746	10/04/2013 C26339109		2 09-1100-0-5612-501-1110-1000-016-000 NN P			80.00	80.00
845	PO-140747	10/04/2013 C26339109		1 09-0700-0-5612-503-0000-8110-018-000 NN P			100.00	100.00
				TOTAL PAYMENT AMOUNT		300.00 *		300.00
				TOTAL FUND PAYMENT		300.00 **		300.00



81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
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
Req Reference	Date	Description	fd reso p obje	sit goal func rep dep T9MP			
011596/00		NEW READERS PRESS					
784 PO-140698	10/04/2013	6995021	1 11-0028-0-4200-601-4130-1000-017-000	YN F		348.92	292.22
TOTAL PAYMENT AMOUNT						292.22 *	292.22
TOTAL USE TAX AMOUNT						23.38	
017313/00		XEROX					
846 PO-140748	10/04/2013	26339109	1 11-0030-0-5612-601-4130-1000-017-000	NN P		25.00	25.00
TOTAL PAYMENT AMOUNT						25.00 *	25.00
TOTAL FUND PAYMENT						317.22 **	317.22
TOTAL USE TAX AMOUNT						23.38	

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
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 rep dep T9MP			
015797/00		ACE SUPPLY HARDWARE NORTH					
911 PO-140801	10/04/2013	93862/2	1 14-0024-0-4300-106-9606-8110-007-000	NN F		54.70	54.70
TOTAL PAYMENT AMOUNT						54.70 *	54.70
018205/00		MOST DEPENDABLE FOUNTAINS					
356 PO-140322	10/04/2013	INV30267	1 14-0024-0-4400-106-9606-8110-007-000	NN F		2,991.13	2,991.13
TOTAL PAYMENT AMOUNT						2,991.13 *	2,991.13
TOTAL FUND PAYMENT						3,045.83 **	3,045.83

81 CENTER UNIFIED SCHOOL DIST.  
100413 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0026 10/04/2013  
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	rep dep T9MP		
020074/00	CALIFORNIA PAVEMENT						
PO-131892	10/04/2013	CLOSE	1	21-0000-0-6100-236-9609-8500-007-827	NN C	6,823.89	0.00
PO-131892	10/04/2013	CLOSE	3	21-0000-0-6100-236-9609-8500-007-827	NN C	146.36	0.00
PO-131892	10/04/2013	13-07 FINAL	2	21-0000-0-6100-238-9609-8500-007-827	NN F	22,520.61	20,330.80
PO-131892	10/04/2013	CLOSE	4	21-0000-0-6100-238-9609-8500-007-827	NN C	489.94	0.00
TOTAL PAYMENT AMOUNT				20,330.80 *			20,330.80
017381/00	JPA DESIGNS						
CL-138055	10/04/2013	13-05 FINAL		21-0000-0-6200-371-9602-8500-007-830	NN	2,553.32	2,553.32
PO-131879	10/04/2013	13-02 FINAL RETAINAGE	1	21-0000-0-6200-472-9602-8500-007-829	NN F	2,655.00	2,665.00
PO-131883	10/04/2013	FINAL 13-4 RETAINAGE	2	21-0000-0-6200-475-9602-8500-007-829	NN F	885.00	885.00
PO-131883	10/04/2013	13-4 FINAL RETAINAGE	1	21-0000-0-6200-501-9602-8500-007-829	NN F	2,350.00	2,350.00
TOTAL PAYMENT AMOUNT				8,453.32 *			8,453.32
TOTAL FUND PAYMENT				28,784.12 **			28,784.12
TOTAL BATCH PAYMENT				243,801.92 ***	0.00		243,801.92
TOTAL USE TAX AMOUNT				183.76			
TOTAL DISTRICT PAYMENT				243,801.92 ****	0.00		243,801.92
TOTAL USE TAX AMOUNT				183.76			
TOTAL FOR ALL DISTRICTS:				243,801.92 ****	0.00		243,801.92
TOTAL USE TAX AMOUNT				183.76			

Number of warrants to be printed: 47, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0028

To batch: 0028

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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	rep dep T9MP		
011802/00	A-Z BUS SALES INC.						
63 PO-140055	10/11/2013	DI29035	1 01-7230-0-4300-112-0000-3600-007-000	NN F		306.46	239.72
TOTAL PAYMENT AMOUNT						239.72 *	239.72
015797/00	ACE SUPPLY HARDWARE NORTH						
589 PO-140522	10/11/2013	93917/2	1 01-0000-0-4300-106-0000-8110-007-000	NN P		88.35	88.35
TOTAL PAYMENT AMOUNT						88.35 *	88.35
010669/00	ALHAMBRA & SIERRA SPRINGS						
64 PO-140056	10/11/2013	4781257 092613	1 01-7230-0-4300-112-0000-3600-007-000	NN P		91.48	91.48
90 PO-140076	10/11/2013	4782453 092613	1 01-8150-0-4300-106-0000-8110-007-000	NN P		113.28	113.28
235 PO-140213	10/11/2013	4780794 092613	1 01-0000-0-4300-103-0000-7200-003-000	NN P		58.72	58.72
468 PO-140425	10/11/2013	4781839 092613	1 01-0000-0-4300-475-3200-2700-015-000	NN P		31.15	31.15
TOTAL PAYMENT AMOUNT						294.63 *	294.63
019210/00	ANDREWS, JULIE						
924 PO-140859	10/11/2013	REIMB	1 01-3010-0-5200-103-1110-1000-003-822	NN F		135.34	135.34
TOTAL PAYMENT AMOUNT						135.34 *	135.34
021097/00	ASSOCIATED VALUATION SERVICES						
140 PO-140125	10/11/2013	4230	1 01-0000-0-5800-105-0000-7200-005-000	NN P		1,639.04	1,639.04
TOTAL PAYMENT AMOUNT						1,639.04 *	1,639.04
011675/00	AT&T MESSAGING						
93 PO-140079	10/11/2013	6860267	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						
94 PO-140080	10/11/2013	544095	1 01-0000-0-5550-106-0000-8110-007-000	NN P		398.11	398.11
94 PO-140080	10/11/2013	540749	1 01-0000-0-5550-106-0000-8110-007-000	NN P		168.06	168.06
94 PO-140080	10/11/2013	541174	1 01-0000-0-5550-106-0000-8110-007-000	NN P		571.12	571.12
94 PO-140080	10/11/2013	541180	1 01-0000-0-5550-106-0000-8110-007-000	NN P		500.78	500.78
94 PO-140080	10/11/2013	541179	1 01-0000-0-5550-106-0000-8110-007-000	NN P		395.22	395.22
94 PO-140080	10/11/2013	541178	1 01-0000-0-5550-106-0000-8110-007-000	NN P		242.43	242.43

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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 rep dep T9MP	
021604 (CONTINUED)							
94 PO-140080	10/11/2013	541181	1	01-0000-0-5550-106-0000-8110-007-000	NN P	255.33	255.33
94 PO-140080	10/11/2013	541175	1	01-0000-0-5550-106-0000-8110-007-000	NN P	1,265.03	1,265.03
94 PO-140080	10/11/2013	541177	1	01-0000-0-5550-106-0000-8110-007-000	NN P	203.88	203.88
94 PO-140080	10/11/2013	541176	1	01-0000-0-5550-106-0000-8110-007-000	NN P	595.45	595.45
TOTAL PAYMENT AMOUNT				4,595.41 *			4,595.41
010700/00 AUS SACRAMENTO MC LOCKBOX							
747 PO-140656	10/11/2013	506-2562394	1	01-0000-0-5800-111-0000-8200-007-000	NN P	64.07	64.07
TOTAL PAYMENT AMOUNT				64.07 *			64.07
010442/00 BAR HEIN							
46 PO-140041	10/11/2013	425859	1	01-0000-0-4300-106-0000-8110-007-000	NN P	184.94	184.94
TOTAL PAYMENT AMOUNT				184.94 *			184.94
016805/00 BATES, CHERYL							
961 PO-140841	10/11/2013	JULY MILEAGE	1	01-6500-0-5210-102-5750-1130-003-000	NY P	34.48	34.48
961 PO-140841	10/11/2013	AUG MILEAGE	1	01-6500-0-5210-102-5750-1130-003-000	NY P	45.97	45.97
961 PO-140841	10/11/2013	SEPT MILEAGE	1	01-6500-0-5210-102-5750-1130-003-000	NY P	57.46	57.46
TOTAL PAYMENT AMOUNT				137.91 *			137.91
016846/00 CALHOUN, ROGER							
756 PO-140663	10/11/2013	MILEAGE SEPT13	1	01-0000-0-5210-472-0000-2700-014-000	NN P	14.46	14.46
TOTAL PAYMENT AMOUNT				14.46 *			14.46
010338/00 CALIFORNIA DEDICATED TO							
977 PO-140861	10/11/2013	11/18-19 STEM CONFERENCE	1	01-7405-0-5200-371-0000-2140-012-000	NN F	1,400.00	1,400.00
TOTAL PAYMENT AMOUNT				1,400.00 *			1,400.00
010575/00 CAPITOL CLUTCH & BRAKE INC.							
69 PO-140060	10/11/2013	1269920 REISSUE	1	01-7230-0-4300-112-0000-3600-007-000	NN P	192.84	192.84
69 PO-140060	10/11/2013	1269285 REISSUE	1	01-7230-0-4300-112-0000-3600-007-000	NN P	192.84	192.84
TOTAL PAYMENT AMOUNT				385.68 *			385.68

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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	rep dep T9MP		
011374/00	CAPITOL MECHANICAL INC						
810 PO-140727	10/11/2013	12001 09/26/13	1	01-8150-0-5600-106-0000-8110-007-000	NN F	15,283.00	15,283.00
TOTAL PAYMENT AMOUNT				15,283.00 *			15,283.00
020305/00	CDW GOVERNMENT INC.						
788 PO-140701	10/11/2013	FX92470	1	01-0000-0-4300-472-0000-2700-014-000	NN F	14.62	14.62
TOTAL PAYMENT AMOUNT				14.62 *			14.62
017383/00	CMC-ASILOMAR						
988 PO-140874	10/11/2013	12/6-8 NO COUNTRY	1	01-7405-0-5200-236-0000-2140-009-000	NN F	2,100.00	2,100.00
TOTAL PAYMENT AMOUNT				2,100.00 *			2,100.00
015735/00	COUNTY OF SACRAMENTO						
101 PO-140086	10/11/2013	17881	1	01-0000-0-5800-106-0000-8110-007-000	NN P	25.00	25.00
TOTAL PAYMENT AMOUNT				25.00 *			25.00
010236/00	CREATIVE BUS SALES						
71 PO-140062	10/11/2013	8003969	1	01-7230-0-4300-112-0000-3600-007-000	NN P	206.75	206.75
71 PO-140062	10/11/2013	8003968	1	01-7230-0-4300-112-0000-3600-007-000	NN P	182.51	182.51
TOTAL PAYMENT AMOUNT				389.26 *			389.26
010481/00	DEMCO INC						
849 PO-140744	10/11/2013	5085663	1	01-0000-0-4300-103-0000-2420-003-000	NN F	219.28	205.42
TOTAL PAYMENT AMOUNT				205.42 *			205.42
015631/00	DISCOVERY EDUCATION						
684 PO-140603	10/11/2013	90091852	2	01-0000-0-5800-103-0000-7700-003-000	NN F	4,435.00	4,435.00
684 PO-140603	10/11/2013	90091852	1	01-9115-0-5800-115-0000-7700-007-000	NN F	4,435.00	4,435.00
TOTAL PAYMENT AMOUNT				8,870.00 *			8,870.00

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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			fd reso p obje	sit goal func	rep dep T9MP		
014003/00		DIVISION OF THE STATE						
960 PO-140840	10/11/2013	02-51360		1 01-0000-0-5800-106-0000-8200-007-000	NN F		500.00	500.00
TOTAL PAYMENT AMOUNT							500.00 *	500.00
019214/00		FITZGERALD, AMBER						
556 PO-140493	10/11/2013	AUG 2013		1 01-6500-0-5800-102-5750-1180-003-000	NN P		720.00	720.00
TOTAL PAYMENT AMOUNT							720.00 *	720.00
019704/00		FRISCH, JOYCE						
969 PO-140848	10/11/2013	REIMB		1 01-7405-0-5200-103-0000-2130-003-000	NN F		84.05	84.05
TOTAL PAYMENT AMOUNT							84.05 *	84.05
022347/00		GIVE SOMETHING BACK						
651 PO-140575	10/11/2013	IN-0157701		1 01-0000-0-5800-472-0000-2700-014-000	NN F		29.76	30.26
848 PO-140743	10/11/2013	IN-0159829		1 01-0000-0-5800-105-0000-7200-005-000	NN F		76.69	77.18
908 PO-140798	10/11/2013	IN-0158084		1 01-6500-0-4300-102-5770-1110-003-000	NN F		159.76	159.77
914 PO-140804	10/11/2013	IN-0158085		1 01-6500-0-4300-102-5770-1110-003-000	NN F		682.52	616.73
923 PO-140809	10/11/2013	IN-0158086		1 01-0000-0-4300-472-1215-1000-014-000	NN F		60.79	60.79
TOTAL PAYMENT AMOUNT							944.73 *	944.73
010602/00		HI-LINE ELECTRICAL & MECH						
73 PO-140063	10/11/2013	1026165		1 01-7230-0-4300-112-0000-3600-007-000	NN P		399.61	399.61
TOTAL PAYMENT AMOUNT							399.61 *	399.61
010830/00		HOLT OF CALIFORNIA						
946 PO-140830	10/11/2013	SW050221995		1 01-8150-0-5600-106-0000-8110-007-000	NN F		411.16	411.16
TOTAL PAYMENT AMOUNT							411.16 *	411.16
014522/00		HYATT REGENCY MONTEREY						
990 PO-140873	10/11/2013	12/6-8		1 01-7405-0-5200-236-0000-2140-009-000	NN F		2,263.10	2,263.10
TOTAL PAYMENT AMOUNT							2,263.10 *	2,263.10



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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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 rep dep T9MP	
019816/00	KENNEDY, CARYN						
921 PO-140857	10/11/2013	REIMB	1	01-3010-0-5200-103-1110-1000-003-822	NN F	140.49	140.49
TOTAL PAYMENT AMOUNT						140.49 *	140.49
010212/00	LAKESHORE LEARNING MATERIALS						
895 PO-140781	10/11/2013	2046480913	1	01-6500-0-4300-102-5750-1110-003-000	NN F	57.18	58.97
TOTAL PAYMENT AMOUNT						58.97 *	58.97
020767/00	LAW, JENNIFER						
917 PO-140820	10/11/2013	REIMB	1	01-3010-0-5200-103-1110-1000-003-822	NN F	7.50	7.50
TOTAL PAYMENT AMOUNT						7.50 *	7.50
016919/00	LITANIA SPORTS GROUP						
770 PO-140676	10/11/2013	169159/R000006500	1	01-0000-0-4300-371-1110-1000-012-000	NN F	210.54	10.74
TOTAL PAYMENT AMOUNT						10.74 *	10.74
022335/00	LOFTUS, MARK						
948 PO-140832	10/11/2013	REIMB	1	01-0000-0-4300-472-0000-2700-014-000	NN F	154.17	154.17
TOTAL PAYMENT AMOUNT						154.17 *	154.17
021914/00	LOY MATTISON ENTERPRISES						
976 PO-140854	10/11/2013	080113093013	1	01-0000-0-5902-106-0000-8110-007-000	NY P	410.00	410.00
TOTAL PAYMENT AMOUNT						410.00 *	410.00
022406/00	MAXIM HEALTHCARE SERVICES INC						
536 PO-140473	10/11/2013	1837040262	1	01-0000-0-5800-102-0000-3140-003-000	NN P	2,915.00	2,915.00
536 PO-140473	10/11/2013	1869910262	1	01-0000-0-5800-102-0000-3140-003-000	NN P	2,720.00	2,720.00
TOTAL PAYMENT AMOUNT						5,635.00 *	5,635.00

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
FUND : 01 GENERAL FUND

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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						
					fd	reso	p	obje	sit	goal	func	rep	dep	T9MP		
019059/00	MILLENNIUM TERMITE & PEST															
105	PO-140090	10/11/2013	TR-71099	9/1-9/30		1	01-0000-0-5500-106-0000-8110-007-000	NN P	91.00	91.00						
105	PO-140090	10/11/2013	TR72628			1	01-0000-0-5500-106-0000-8110-007-000	NN P	116.00	116.00						
					TOTAL PAYMENT AMOUNT		207.00 *									207.00
022403/00	NSS-NRS															
612	PO-140539	10/11/2013	1088313	CREPPS		1	01-6500-0-5200-102-5001-2700-003-000	NN P	189.00	189.00						
612	PO-140539	10/11/2013	1088314	LEHMAN		1	01-6500-0-5200-102-5001-2700-003-000	NN F	189.00	189.00						
					TOTAL PAYMENT AMOUNT		378.00 *									378.00
015787/00	O'REILLY AUTO PARTS															
718	PO-140630	10/11/2013	247466	REISSUE		1	01-7240-0-4300-112-5001-3600-007-000	NN P	71.41	71.41						
840	PO-140740	10/11/2013	248417	REISSUE		1	01-8150-0-4300-106-0000-8110-007-000	NN P	34.69	34.69						
840	PO-140740	10/11/2013	248660	REISSUE		1	01-8150-0-4300-106-0000-8110-007-000	NN P	1.83	1.83						
					TOTAL PAYMENT AMOUNT		107.93 *									107.93
022163/00	ODYSSEY LEARNING CENTER INC															
559	PO-140496	10/11/2013	8002790			1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,973.46	2,973.46						
559	PO-140496	10/11/2013	8002807			1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,266.09	2,266.09						
					TOTAL PAYMENT AMOUNT		5,239.55 *									5,239.55
017576/00	OFFICE DEPOT/BUS.SERVICES DIV															
867	PO-140761	10/11/2013	677921201001			1	01-6500-0-4300-102-5770-1110-003-000	NN F	106.54	106.54						
875	PO-140772	10/11/2013	678183555001			1	01-6300-0-4300-371-1110-1000-012-000	NN F	70.07	69.75						
889	PO-140776	10/11/2013	678184562001			1	01-6300-0-4300-371-1110-1000-012-000	NN F	118.44	117.91						
891	PO-140778	10/11/2013	678186066001			1	01-6300-0-4300-371-1110-1000-012-000	NN F	222.13	221.14						
893	PO-140779	10/11/2013	678183115001			1	01-6500-0-4300-102-5750-1110-003-000	NN P	51.83	51.83						
893	PO-140779	10/11/2013	678183116001			1	01-6500-0-4300-102-5750-1110-003-000	NN F	46.40	4.80						
					TOTAL PAYMENT AMOUNT		571.97 *									571.97
011822/00	OLARIU, STEFAN															
979	PO-140862	10/11/2013	TRIP#66			1	01-7230-0-5600-112-0000-3600-007-000	NN F	7.20	7.20						
					TOTAL PAYMENT AMOUNT		7.20 *									7.20

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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 rep dep T9MP
019252/00	PEARSON						
865 PO-140759	10/11/2013	4144750	1	01-6500-0-4300-102-5770-1191-003-000	NN F	97.20	96.00
TOTAL PAYMENT AMOUNT						96.00 *	96.00
010254/00	PEARSON EDUCATION						
624 PO-140550	10/11/2013	4022708684	1	01-0037-0-4100-103-1110-1000-003-000	NN F	441.90	443.95
TOTAL PAYMENT AMOUNT						443.95 *	443.95
020192/00	PITNEY BOWES INC						
925 PO-140810	10/11/2013	658809	1	01-0000-0-4300-105-0000-7200-005-000	NN F	183.27	183.59
TOTAL PAYMENT AMOUNT						183.59 *	183.59
011345/00	PLACER LEARNING CENTER						
560 PO-140497	10/11/2013	AUG2013	1	01-6500-0-5800-102-5750-1180-003-000	NN P	3,923.80	3,923.80
TOTAL PAYMENT AMOUNT						3,923.80 *	3,923.80
014069/00	PLATT ELECTRIC SUPPLY						
32 PO-140029	10/11/2013	5748068	1	01-8150-0-4300-106-0000-8110-007-000	NN P	524.67	524.67
32 PO-140029	10/11/2013	5752853	1	01-8150-0-4300-106-0000-8110-007-000	NN P	48.11	48.11
TOTAL PAYMENT AMOUNT						572.78 *	572.78
017016/00	RADIO SHACK CORPORATION						
210 PO-140192	10/11/2013	405061074/067417	1	01-8150-0-4300-106-0000-8110-007-000	NN P	56.14	56.14
TOTAL PAYMENT AMOUNT						56.14 *	56.14
014245/00	RAY, CANDACE						
922 PO-140858	10/11/2013	REIMB	1	01-3010-0-5200-103-1110-1000-003-822	NN F	151.19	151.19
TOTAL PAYMENT AMOUNT						151.19 *	151.19

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
FUND : 01 GENERAL FUND

J4596 APY500 H.02.05 10/09/13 PAGE 8  
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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 rep dep T9MP
011238/00	RELIABLE TIRE						
81	PO-140070	10/11/2013	108911	1	01-7240-0-4300-112-5001-3600-007-000	NN P	275.56
TOTAL PAYMENT AMOUNT						275.56 *	275.56
014960/00	ROBERSON, RENDA						
999	PO-140876	10/11/2013	SEPT MILEAGE	1	01-5630-0-5800-601-1220-1000-017-000	NN F	206.79
TOTAL PAYMENT AMOUNT						206.79 *	206.79
010552/00	SAC VAL JANITORIAL						
484	PO-140434	10/11/2013	10054730	1	01-0000-0-9320-000-0000-0000-000-000	NN P	891.33
TOTAL PAYMENT AMOUNT						891.33 *	891.33
022018/00	SACRAMENTO AUTOGLASS & MIRROR						
83	PO-140072	10/11/2013	ISAC005003	1	01-7240-0-4300-112-5001-3600-007-000	NN P	216.99
TOTAL PAYMENT AMOUNT						216.99 *	216.99
011500/00	SIA / DELTA DENTAL						
PV-141020	10/11/2013	SIA/DENTAL OCTOBER	01-0000-0-9552-000-0000-0000-000-000	NN		45,627.85	
TOTAL PAYMENT AMOUNT						45,627.85 *	45,627.85
020252/00	STAPLES ADVANTAGE						
753	PO-140661	10/11/2013	3210403364	1	01-0000-0-4300-472-0000-2700-014-000	NN F	102.37
909	PO-140799	10/11/2013	3210403374	1	01-0000-0-4300-472-0000-2700-014-000	NN F	170.91
TOTAL PAYMENT AMOUNT						261.85 *	261.85
010137/00	STATE BOARD OF EQUALIZATION						
953	PO-140834	10/11/2013	00016140884	1	01-0000-0-9560-000-0000-0000-000-000	NN F	15.95
TOTAL PAYMENT AMOUNT						15.95 *	15.95

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
FUND : 01 GENERAL FUND

J4596 APY500 H.02.05 10/09/13 PAGE 9  
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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 rep dep T9MP		
014865/00	THOMSON WEST PAYMENT CENTER						
985 PO-140865	10/11/2013	8266649646	1	01-0000-0-5800-110-0000-7200-004-000	NN F	67.57	61.57
TOTAL PAYMENT AMOUNT						61.57 *	61.57
014079/00	THYSSENKRUPP ELEVATOR CORP						
112 PO-140097	10/11/2013	1090134737	1	01-0000-0-5600-106-0000-8110-007-000	NN P	402.15	402.15
TOTAL PAYMENT AMOUNT						402.15 *	402.15
018567/00	TRULITE WSG LLC						
42 PO-140038	10/11/2013	532036 BAL	1	01-8150-0-4300-106-0000-8110-007-000	NN P	28.26	28.26
TOTAL PAYMENT AMOUNT						28.26 *	28.26
014319/00	WHITNEY HIGH SCHOOL						
983 PO-140864	10/11/2013	DEC 26/28 CHS	1	01-0472-0-5800-472-1263-4200-014-000	NN F	750.00	750.00
TOTAL PAYMENT AMOUNT						750.00 *	750.00
017313/00	XEROX						
1 PO-140001	10/11/2013	701680225	1	01-3010-0-5612-240-1110-1000-011-000	NN P	18.15	18.15
TOTAL PAYMENT AMOUNT						18.15 *	18.15
TOTAL FUND PAYMENT						109,221.92 **	109,221.92

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
FUND : 09 CHARTER SCHOOLS

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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 rep dep T9MP	
014067/00	ACCREDITING COMMISSION FOR						
940 PO-140825	10/11/2013	601051	1	09-0700-0-5800-503-1110-1000-018-000	NN F	810.00	810.00
TOTAL PAYMENT AMOUNT						810.00 *	810.00
010669/00	ALHAMBRA & SIERRA SPRINGS						
482 PO-140433	10/11/2013	4779099092613	2	09-0000-0-4300-501-1110-1000-016-000	NN P	32.67	32.67
482 PO-140433	10/11/2013	4779099092613	1	09-0700-0-4300-503-0000-2700-018-000	NN P	98.03	98.03
TOTAL PAYMENT AMOUNT						130.70 *	130.70
021842/00	CALIFORNIA INTERSCHOLASTIC						
934 PO-140823	10/11/2013	GLOBAL YOUTH CHARTER	1	09-0700-0-5300-503-1110-1000-018-000	NN F	58.62	58.62
TOTAL PAYMENT AMOUNT						58.62 *	58.62
017370/00	CIF SAC-JOQUIN SECTION						
932 PO-140822	10/11/2013	GLOBAL YOUTH CHARTER	1	09-0700-0-5300-503-1110-1000-018-000	NN F	445.00	445.00
TOTAL PAYMENT AMOUNT						445.00 *	445.00
021971/00	JORGENSEN SPORTS SERVICE						
936 PO-140824	10/11/2013	INV 8/21/13 GYCS	1	09-0700-0-5800-503-1110-1000-018-000	NY F	1,658.00	1,658.00
TOTAL PAYMENT AMOUNT						1,658.00 *	1,658.00
TOTAL FUND PAYMENT						3,102.32 **	3,102.32

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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	rep dep T9MP	Liq Amt	Net Amount
019504/00		B & H PHOTO-VIDEO						
787 PO-140700	10/11/2013	75271692		1	11-0028-0-4400-601-4130-1000-017-000	YN F	443.71	419.88
787 PO-140700	10/11/2013	75271692		2	11-0028-0-5800-601-4130-1000-017-000	YN F	65.76	48.59
TOTAL PAYMENT AMOUNT							468.47 *	468.47
TOTAL USE TAX AMOUNT							37.48	
010506/00		CAMBRIDGE UNIVERSITY PRESS						
795 PO-140706	10/11/2013	45673802		1	11-0028-0-4200-601-4130-1000-017-000	NN F	98.13	94.84
TOTAL PAYMENT AMOUNT							94.84 *	94.84
TOTAL FUND PAYMENT							563.31 **	563.31
TOTAL USE TAX AMOUNT							37.48	

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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 rep dep T9MP	
-----							
014156/00	COUNTY OF SACRAMENTO						
660 PO-140581	10/11/2013	AR0005361	1	13-5310-0-5800-108-0000-3700-007-000	NN P	533.00	533.00
660 PO-140581	10/11/2013	AR0058738	1	13-5310-0-5800-108-0000-3700-007-000	NN P	181.00	181.00
TOTAL PAYMENT AMOUNT			714.00 *			714.00	714.00
011602/00	DANIELSEN CO., THE						
381 PO-140343	10/11/2013	20249	2	13-5310-0-4300-108-0000-3700-007-000	NN P	8.00	8.00
381 PO-140343	10/11/2013	20914	2	13-5310-0-4300-108-0000-3700-007-000	NN P	8.00	8.00
381 PO-140343	10/11/2013	21790	2	13-5310-0-4300-108-0000-3700-007-000	NN P	8.00	8.00
381 PO-140343	10/11/2013	21993	2	13-5310-0-4300-108-0000-3700-007-000	NN P	8.00	8.00
381 PO-140343	10/11/2013	23383	2	13-5310-0-4300-108-0000-3700-007-000	NN P	8.00	8.00
381 PO-140343	10/11/2013	20249	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,662.13	1,662.13
381 PO-140343	10/11/2013	20914	1	13-5310-0-4700-108-0000-3700-007-000	NN P	3,286.28	3,286.28
381 PO-140343	10/11/2013	21790	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,430.64	1,430.64
381 PO-140343	10/11/2013	21993	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,609.13	2,609.13
381 PO-140343	10/11/2013	23383	1	13-5310-0-4700-108-0000-3700-007-000	NN P	5,440.66	5,440.66
TOTAL PAYMENT AMOUNT			14,468.84 *			14,468.84	14,468.84
021080/00	ED JONES FOOD SERVICE INC						
384 PO-140346	10/11/2013	161001	1	13-5310-0-4700-108-0000-3700-007-000	NN P	5,766.85	5,766.85
384 PO-140346	10/11/2013	161227	1	13-5310-0-4700-108-0000-3700-007-000	NN P	8,589.97	8,589.97
TOTAL PAYMENT AMOUNT			14,356.82 *			14,356.82	14,356.82
015944/00	FLORES, MARCY						
981 PO-140863	10/11/2013	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	29.90	29.90
TOTAL PAYMENT AMOUNT			29.90 *			29.90	29.90
020967/00	KRAVCHUK, LYUDMILA						
941 PO-140826	10/11/2013	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	6.30	6.30
TOTAL PAYMENT AMOUNT			6.30 *			6.30	6.30
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
387 PO-140349	10/11/2013	180166382	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.11	77.11
TOTAL PAYMENT AMOUNT			77.11 *			77.11	77.11



81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
FUND : 13 CAFETERIA FUND

J4596 APY500 H.02.05 10/09/13 PAGE 13  
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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	rep dep T9MP		
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017334/00	SEVEN UP BOTTLING CO. OF S.F.						
396 PO-140358	10/11/2013	2188718773	1	13-5310-0-4700-108-0000-3700-007-000	NN P	488.40	488.40
396 PO-140358	10/11/2013	2189420831	1	13-5310-0-4700-108-0000-3700-007-000	NN P	345.60	345.60
396 PO-140358	10/11/2013	2190022655	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,579.80	1,579.80
TOTAL PAYMENT AMOUNT						2,413.80 *	2,413.80
016043/00	SHELTONS UNLIMITED MECHANICAL 						
389 PO-140351	10/11/2013	13-10 NUTRI	1	13-5310-0-5600-108-0000-3700-007-000	NY P	1,575.00	1,575.00
TOTAL PAYMENT AMOUNT						1,575.00 *	1,575.00
TOTAL FUND PAYMENT						33,641.77 **	33,641.77

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13 J4596 APY500 H.02.05 10/09/13 PAGE 14  
FUND : 14 DEFERRED MAINTENANCE FUND << Open >>

Vendor/addr	Remit name	Req Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	fd reso	p obje	sit goal	func rep	dep T9MP	Liq Amt	Net Amount
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013988/00 HAJOCA CORPORATION

955 PO-140836 10/11/2013 S007494268

1 14-0024-0-4300-106-9606-8110-007-000 NN F														626.94	626.94
TOTAL PAYMENT AMOUNT														626.94 *	626.94

TOTAL FUND	PAYMENT	626.94 **	626.94
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81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 10/11/13  
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	rep dep T9MP		
016652/00	HORIZON BROTHERS PAINTING						
CL-138051	10/11/2013	13-03 RETAINAGE	21-0000-0-6200-236-9602-8500-007-830	NN		3,000.00	3,000.00
CL-138052	10/11/2013	13-03 RETAINAGE	21-0000-0-6200-238-9602-8500-007-830	NN		2,750.00	2,750.00
CL-138053	10/11/2013	13-03 RETAINAGE	21-0000-0-6200-240-9602-8500-007-830	NN		2,500.00	2,500.00
TOTAL PAYMENT AMOUNT			8,250.00	*			8,250.00
TOTAL FUND PAYMENT			8,250.00	**			8,250.00
TOTAL BATCH PAYMENT			155,406.26	***	0.00		155,406.26
TOTAL USE TAX AMOUNT			37.48				
TOTAL DISTRICT PAYMENT			155,406.26	****	0.00		155,406.26
TOTAL USE TAX AMOUNT			37.48				
TOTAL FOR ALL DISTRICTS:			155,406.26	****	0.00		155,406.26
TOTAL USE TAX AMOUNT			37.48				

Number of warrants to be printed: 76, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.  
101813 FINAL

ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0030

To batch: 0030

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.  
101813 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0030 101813  
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 rep dep T9MP	
011802/00	A-Z BUS SALES INC.						
1010 PO-140884	10/18/2013	DI29341	1	01-7240-0-4300-112-5001-3600-007-000	NN P	312.66	312.66
TOTAL PAYMENT AMOUNT						312.66 *	312.66
015797/00	ACE SUPPLY HARDWARE NORTH						
1009 PO-140883	10/18/2013	93931/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	8.78	8.78
1009 PO-140883	10/18/2013	93895/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	6.94	6.94
TOTAL PAYMENT AMOUNT						15.72 *	15.72
010002/00	ALDAR ACADEMY						
547 PO-140484	10/18/2013	SEPT2013	1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,838.40	2,838.40
TOTAL PAYMENT AMOUNT						2,838.40 *	2,838.40
010669/00	ALHAMBRA & SIERRA SPRINGS						
192 PO-140175	10/18/2013	4780818 100613	1	01-0000-0-4300-105-0000-7200-005-000	NN P	34.15	34.15
TOTAL PAYMENT AMOUNT						34.15 *	34.15
021763/00	ALL STAR RENTS						
13 PO-140014	10/18/2013	408380	1	01-8150-0-5600-106-0000-8110-007-000	NN P	131.89	131.89
TOTAL PAYMENT AMOUNT						131.89 *	131.89
021669/00	BAIONI, RON						
1031 PO-140905	10/18/2013	MILEAGE REIMB	1	01-0000-0-5210-371-0000-2700-012-000	NN F	18.65	18.65
TOTAL PAYMENT AMOUNT						18.65 *	18.65
021235/00	BECKER, LEE ANN						
1018 PO-140900	10/18/2013	JULY AUG SEPT MILEAGE	1	01-0000-0-5210-102-0000-3140-003-000	NN F	176.85	176.85
TOTAL PAYMENT AMOUNT						176.85 *	176.85

81 CENTER UNIFIED SCHOOL DIST.  
101813 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0030 101813  
FUND : 01 GENERAL FUND

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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						
					fd	reso	p	obje	sit	goal	func	rep	dep	T9MP		
016149/00	BENNETT, JANET															
1041	PO-140910	10/18/2013	MILEAGE REIMB			1	01-7405-0-5200-472-0000-2130-014-000	NN F	33.01	33.01						
TOTAL PAYMENT AMOUNT									33.01	*						33.01
011697/00	C.A.S.H.															
1038	PO-140907	10/18/2013	2013-12-8			1	01-8150-0-5300-106-0000-8110-007-000	NN F	329.00	329.00						
TOTAL PAYMENT AMOUNT									329.00	*						329.00
016846/00	CALHOUN, ROGER															
PV-141021	10/18/2013	REPLACE WAR#81267273				01-0000-0-9210-000-0000-0000-000-000	NN			10.68						
TOTAL PAYMENT AMOUNT									10.68	*						10.68
010575/00	CAPITOL CLUTCH & BRAKE INC.															
69	PO-140060	10/18/2013	1271499			1	01-7230-0-4300-112-0000-3600-007-000	NN P	159.12	159.12						
69	PO-140060	10/18/2013	1271041			1	01-7230-0-4300-112-0000-3600-007-000	NN P	433.09	433.09						
69	PO-140060	10/18/2013	1270990			1	01-7230-0-4300-112-0000-3600-007-000	NN P	16.68	16.68						
TOTAL PAYMENT AMOUNT									608.89	*						608.89
020305/00	CDW GOVERNMENT INC.															
906	PO-140797	10/18/2013	GF86052			1	01-3010-0-4300-371-0000-2700-012-000	NN F	139.94	139.29						
TOTAL PAYMENT AMOUNT									139.29	*						139.29
021175/00	CINTAS DOCUMENT MANAGEMENT															
495	PO-140440	10/18/2013	DG37065176			1	01-0000-0-5800-472-0000-2700-014-000	NN P	34.35	34.35						
TOTAL PAYMENT AMOUNT									34.35	*						34.35
013950/00	COMMUNICATION ARTS															
1040	PO-140909	10/18/2013	RENEWAL M ALLAMAN			1	01-0000-0-4300-472-1208-1000-014-000	NN F	53.00	53.00						
TOTAL PAYMENT AMOUNT									53.00	*						53.00

81 CENTER UNIFIED SCHOOL DIST.  
101813 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0030 101813  
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			fd reso p obje	sit goal func	rep dep T9MP		
015735/00		COUNTY OF SACRAMENTO						
101	PO-140086	10/18/2013 17882		1	01-0000-0-5800-106-0000-8110-007-000	NN P	25.00	25.00
				TOTAL PAYMENT AMOUNT			25.00 *	25.00
010236/00		CREATIVE BUS SALES						
71	PO-140062	10/18/2013 5044372		1	01-7230-0-4300-112-0000-3600-007-000	NN P	290.79	290.79
				TOTAL PAYMENT AMOUNT			290.79 *	290.79
020341/00		DISPLAYS2GO						
645	PO-140570	10/18/2013 IN-0885351		1	01-0000-0-4300-472-0000-2700-014-000	YN F	57.14	53.69
				TOTAL PAYMENT AMOUNT			53.69 *	53.69
				TOTAL USE TAX AMOUNT			4.30	
010336/00		ECOTECH PEST MANAGEMENT INC						
104	PO-140089	10/18/2013 3412		1	01-0000-0-5500-106-0000-8110-007-000	NN P	787.00	787.00
				TOTAL PAYMENT AMOUNT			787.00 *	787.00
019262/00		ENTERPRISE RENT A CAR						
980	PO-140882	10/18/2013 D854807-3082		1	01-0000-0-5600-472-1110-4000-014-915	NN F	110.15	110.15
1013	PO-140887	10/18/2013 D854969-3082		1	01-0000-0-5600-472-1110-4000-014-915	NN F	90.71	90.71
				TOTAL PAYMENT AMOUNT			200.86 *	200.86
019523/00		FOLLETT EDUCATIONAL SERVICE						
972	PO-140851	10/18/2013 1565289A		1	01-0037-0-4100-103-1110-1000-003-000	NN F	520.97	523.19
				TOTAL PAYMENT AMOUNT			523.19 *	523.19
019704/00		FRISCH, JOYCE						
1029	PO-140904	10/18/2013 REIMB		1	01-0000-0-4300-371-0000-2700-012-000	NN F	13.47	13.47
				TOTAL PAYMENT AMOUNT			13.47 *	13.47

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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	rep dep T9MP		
015635/00	GAGNON, RAYMOND						
1004 PO-140891	10/18/2013	SEPT/OCT MILEAGE	1	01-7405-0-5200-472-0000-2130-014-000	NN F	131.19	131.19
TOTAL PAYMENT AMOUNT						131.19 *	131.19
022347/00	GIVE SOMETHING BACK						
967 PO-140847	10/18/2013	IN-0162982	1	01-6500-0-4300-102-5001-2700-003-000	NN P	6.75	6.75
967 PO-140847	10/18/2013	IN-0160740	1	01-6500-0-4300-102-5001-2700-003-000	NN F	172.48	167.40
TOTAL PAYMENT AMOUNT						174.15 *	174.15
017577/00	GOMES, JOE						
1003 PO-140890	10/18/2013	MILEAGE SEPT	1	01-3550-0-5210-472-1110-1000-014-000	NN F	72.61	72.61
TOTAL PAYMENT AMOUNT						72.61 *	72.61
011818/00	GOODELL PORTER SANCHEZ & 						
1015 PO-140881	10/18/2013	4126.0	1	01-0000-0-5800-105-0000-7190-005-000	NN P	13,200.00	13,200.00
TOTAL PAYMENT AMOUNT						13,200.00 *	13,200.00
014044/00	HAGEDORN, ROGER						
464 PO-140422	10/18/2013	OCT MILEAGE	1	01-0000-0-5210-106-0000-8300-007-000	NN P	14.69	14.69
TOTAL PAYMENT AMOUNT						14.69 *	14.69
013988/00	HAJOCA CORPORATION						
15 PO-140015	10/18/2013	S007522235.001	1	01-8150-0-4300-106-0000-8110-007-000	NN P	122.03	122.03
TOTAL PAYMENT AMOUNT						122.03 *	122.03
019050/00	HAL'S AUTO CARE						
713 PO-140626	10/18/2013	58826	1	01-7240-0-4300-112-5001-3600-007-000	NN P	82.70	82.70
TOTAL PAYMENT AMOUNT						82.70 *	82.70



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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 rep dep T9MP	
010602/00	HI-LINE ELECTRICAL & MECH						
73 PO-140063	10/18/2013	10262131	1	01-7230-0-4300-112-0000-3600-007-000	NN P	124.95	124.95
TOTAL PAYMENT AMOUNT						124.95 *	124.95
017002/00	HOME DEPOT CREDIT SERVICES						
22 PO-140021	10/18/2013	3011630	1	01-8150-0-4300-106-0000-8110-007-000	NN P	40.91	40.91
22 PO-140021	10/18/2013	1022075	1	01-8150-0-4300-106-0000-8110-007-000	NN P	135.06	135.06
22 PO-140021	10/18/2013	1012160	1	01-8150-0-4300-106-0000-8110-007-000	NN P	13.12	13.12
TOTAL PAYMENT AMOUNT						189.09 *	189.09
014507/00	HORIZON DISTRIBUTORS						
56 PO-140049	10/18/2013	2A061848	1	01-0000-0-4300-106-0000-8110-007-000	NN P	117.69	117.69
56 PO-140049	10/18/2013	2A065081	1	01-0000-0-4300-106-0000-8110-007-000	NN P	359.40	359.40
TOTAL PAYMENT AMOUNT						477.09 *	477.09
021874/00	KIDWELL, TAMBRA						
1011 PO-140885	10/18/2013	TRIP#31	1	01-7230-0-5600-112-0000-3600-007-000	NN P	17.55	17.55
TOTAL PAYMENT AMOUNT						17.55 *	17.55
022406/00	MAXIM HEALTHCARE SERVICES INC						
536 PO-140473	10/18/2013	1886210262	1	01-0000-0-5800-102-0000-3140-003-000	NN P	3,400.00	3,400.00
TOTAL PAYMENT AMOUNT						3,400.00 *	3,400.00
017315/00	NAPA AUTO PARTS - GENUINE AUTO						
77 PO-140066	10/18/2013	926918	1	01-7230-0-4300-112-0000-3600-007-000	NN P	37.63	37.63
77 PO-140066	10/18/2013	927838	1	01-7230-0-4300-112-0000-3600-007-000	NN P	32.36	32.36
77 PO-140066	10/18/2013	927970	1	01-7230-0-4300-112-0000-3600-007-000	NN P	235.43	235.43
77 PO-140066	10/18/2013	928236	1	01-7230-0-4300-112-0000-3600-007-000	NN P	114.22	114.22
TOTAL PAYMENT AMOUNT						419.64 *	419.64
015787/00	O'REILLY AUTO PARTS						
718 PO-140630	10/18/2013	249211	1	01-7240-0-4300-112-5001-3600-007-000	NN P	15.52	15.52
718 PO-140630	10/18/2013	249579	1	01-7240-0-4300-112-5001-3600-007-000	NN P	21.59	21.59
718 PO-140630	10/18/2013	249641	1	01-7240-0-4300-112-5001-3600-007-000	NN P	4.31	4.31

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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 rep dep T9MP	
015787 (CONTINUED)							
718 PO-140630	10/18/2013	250064	1	01-7240-0-4300-112-5001-3600-007-000	NN P	6.47	6.47
718 PO-140630	10/18/2013	250218	1	01-7240-0-4300-112-5001-3600-007-000	NN P	25.60	25.60
718 PO-140630	10/18/2013	250592	1	01-7240-0-4300-112-5001-3600-007-000	NN P	94.09	94.09
TOTAL PAYMENT AMOUNT						167.58 *	167.58
022163/00 ODYSSEY LEARNING CENTER INC							
559 PO-140496	10/18/2013	8002824	1	01-6500-0-5800-102-5750-1180-003-000	NN P	3,792.87	3,792.87
TOTAL PAYMENT AMOUNT						3,792.87 *	3,792.87
011822/00 OLARIU, STEFAN							
1012 PO-140886	10/18/2013	TRIP #5	1	01-7230-0-5600-112-0000-3600-007-000	NN F	15.00	15.00
TOTAL PAYMENT AMOUNT						15.00 *	15.00
021752/00 PACIFIC POWER & SYSTEMS INC							
30 PO-140028	10/18/2013	3425	1	01-8150-0-4300-106-0000-8110-007-000	NN P	275.00	275.00
TOTAL PAYMENT AMOUNT						275.00 *	275.00
014069/00 PLATT ELECTRIC SUPPLY							
32 PO-140029	10/18/2013	5747368/5796319/5796363	1	01-8150-0-4300-106-0000-8110-007-000	NN P	716.10	716.10
32 PO-140029	10/18/2013	5815501	1	01-8150-0-4300-106-0000-8110-007-000	NN P	249.48	249.48
32 PO-140029	10/18/2013	5845577	1	01-8150-0-4300-106-0000-8110-007-000	NN P	395.37	395.37
32 PO-140029	10/18/2013	5835212	1	01-8150-0-4300-106-0000-8110-007-000	NN P	338.39	338.39
TOTAL PAYMENT AMOUNT						1,699.34 *	1,699.34
018535/00 POINT QUEST EDUCATION INC							
561 PO-140498	10/18/2013	SEPT2013	1	01-6500-0-5800-102-5750-1180-003-000	NN P	1,166.16	1,166.16
TOTAL PAYMENT AMOUNT						1,166.16 *	1,166.16
021194/00 PRUDENTIAL OVERALL SUPPLY INC							
80 PO-140069	10/18/2013	180167425	1	01-7230-0-5600-112-0000-3600-007-000	NN P	53.66	53.66
80 PO-140069	10/18/2013	180166902	1	01-7230-0-5600-112-0000-3600-007-000	NN P	53.66	53.66
TOTAL PAYMENT AMOUNT						107.32 *	107.32

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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 rep dep T9MP	
017016/00		RADIO SHACK CORPORATION					
210 PO-140192	10/18/2013	053998	1	01-8150-0-4300-106-0000-8110-007-000	NN P	22.66	22.66
TOTAL PAYMENT AMOUNT						22.66 *	22.66
011238/00		RELIABLE TIRE					
81 PO-140070	10/18/2013	109206	1	01-7240-0-4300-112-5001-3600-007-000	NN P	883.47	883.47
TOTAL PAYMENT AMOUNT						883.47 *	883.47
010552/00		SAC VAL JANITORIAL					
484 PO-140434	10/18/2013	10055743	1	01-0000-0-9320-000-0000-0000-000-000	NN P	366.83	366.83
484 PO-140434	10/18/2013	10056452	1	01-0000-0-9320-000-0000-0000-000-000	NN P	53.83	53.83
TOTAL PAYMENT AMOUNT						420.66 *	420.66
010266/00		SACRAMENTO COUNTY UTILITIES					
106 PO-140091	10/18/2013	50000185866	1	01-0000-0-5540-106-0000-8110-007-000	NN P	706.09	706.09
TOTAL PAYMENT AMOUNT						706.09 *	706.09
016337/00		SAECHOA, PA					
1021 PO-140901	10/18/2013	JUNE AUG SEPT MILEAGE	1	01-6500-0-5800-102-5770-3600-003-000	NN F	395.50	395.50
TOTAL PAYMENT AMOUNT						395.50 *	395.50
018912/00		SAFETY-KLEEN CORPORATION					
84 PO-140073	10/18/2013	61918306	1	01-7230-0-5800-112-0000-3600-007-000	NN P	480.13	480.13
TOTAL PAYMENT AMOUNT						480.13 *	480.13
013973/00		SAMBA SAFETY					
85 PO-140103	10/18/2013	INV00049433	1	01-7230-0-4300-112-0000-3600-007-000	NN P	55.60	55.60
TOTAL PAYMENT AMOUNT						55.60 *	55.60

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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	rep dep T9MP		
016887/00	SCHOOL SAFETY SOLUTIONS LLC						
429 PO-140389	10/18/2013	FINAL 1388	1 01-8150-0-5800-106-0000-8110-007-000	NN F	487.50	487.50	487.50
TOTAL PAYMENT AMOUNT			487.50 *				
010373/00	SCHOOLS INSURANCE AUTHORITY						
1036 PO-140897	10/18/2013	PL2014-00	1 01-0000-0-5400-100-0000-7200-005-000	NN F	149,467.50	149,467.50	149,467.50
TOTAL PAYMENT AMOUNT			149,467.50 *				
016043/00	SHELTONS UNLIMITED MECHANICAL						
1016 PO-140892	10/18/2013	13-12534	1 01-8150-0-5600-106-0000-8110-007-000	NY F	637.61	637.61	637.61
TOTAL PAYMENT AMOUNT			637.61 *				
010823/00	SNAP ON TOOLS						
993 PO-140875	10/18/2013	ARV/20923916	1 01-8150-0-4300-106-0000-8110-007-000	NN F	260.00	299.50	299.50
TOTAL PAYMENT AMOUNT			299.50 *				
019771/00	SOCIAL THINKING						
685 PO-140604	10/18/2013	67855	1 01-6512-0-4300-102-5001-2700-002-000	NN F	263.79	262.98	262.98
TOTAL PAYMENT AMOUNT			262.98 *				
015128/00	SOLIS, SULIA						
1035 PO-140889	10/18/2013	E/R REIMB	1 01-7230-0-3404-112-0000-3600-000-000	NN F	50.00	50.00	50.00
TOTAL PAYMENT AMOUNT			50.00 *				
018370/00	STANLEY CONVERGENT SECURITY						
109 PO-140094	10/18/2013	10666873	1 01-0000-0-5800-106-0000-8110-007-000	NN P	3,133.02	3,133.02	3,133.02
TOTAL PAYMENT AMOUNT			3,133.02 *				
021813/00	SUREWEST						
111 PO-140096	10/18/2013	604457.0001 10/1-10/31	1 01-0000-0-5902-106-0000-8110-007-000	NN P	1,407.21	1,407.21	1,407.21
TOTAL PAYMENT AMOUNT			1,407.21 *				

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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	rep dep T9MP		
018567/00	TRULITE WSG LLC						
42	PO-140038	10/18/2013	540921	1	01-8150-0-4300-106-0000-8110-007-000 NN P	92.65	92.65
TOTAL PAYMENT AMOUNT						92.65 *	92.65
010127/00	UNITED PARCEL SERVICE						
872	PO-140764	10/18/2013	YW013403	1	01-0000-0-5901-371-0000-2700-012-000 NN P	15.54	15.54
TOTAL PAYMENT AMOUNT						15.54 *	15.54
021143/00	US AIR CONDITIONING						
40	PO-140036	10/18/2013	8971523	1	01-8150-0-4300-106-0000-8110-007-000 NN P	824.32	824.32
TOTAL PAYMENT AMOUNT						824.32 *	824.32
015191/00	WACHOB, CYNTHIA						
964	PO-140843	10/18/2013	SEPT2013 MILEAGE	1	01-6500-0-5210-102-5060-2110-003-000 NN P	148.60	148.60
TOTAL PAYMENT AMOUNT						148.60 *	148.60
014226/00	WISE, JEFF						
1028	PO-140903	10/18/2013	REIMB	1	01-0000-0-4300-371-1110-1000-012-000 NN F	15.68	15.68
TOTAL PAYMENT AMOUNT						15.68 *	15.68
010649/00	WOODLAND TRACTOR						
62	PO-140054	10/18/2013	P25948	1	01-0000-0-4300-106-0000-8110-007-000 NN P	345.16	345.16
TOTAL PAYMENT AMOUNT						345.16 *	345.16
TOTAL FUND PAYMENT						192,430.88 **	192,430.88
TOTAL USE TAX AMOUNT						4.30	

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Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	fd reso p	obje sit	goal func	rep dep	T9MP	Liq Amt	Net Amount
018143/00	CHILD DEVELOPMENT CENTERS INC												
620 PO-140543	10/18/2013	5030-0813					1	12-5025-0-5800-100-8500-1000-005-000	NN	P		21,352.87	21,352.87
620 PO-140543	10/18/2013	5030-0813					2	12-6105-0-5800-100-8500-1000-005-000	NN	P		22,224.41	22,224.41
TOTAL PAYMENT AMOUNT												43,577.28 *	43,577.28

TOTAL FUND	PAYMENT	43,577.28 **
TOTAL FUND	PAYMENT	43,577.28

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Req Reference	Date	Description	fd reso p obje	sit goal func	rep dep T9MP		
021498/00	CA SCHOOL NUTRITION ASSOC.						
1024 PO-140902	10/18/2013	MMBRSH RENEWAL L KASEY	1	13-5310-0-5200-108-0000-3700-007-000	NN F	55.00	55.00
TOTAL PAYMENT AMOUNT						55.00 *	55.00
011255/00	EARTHGRAINS BAKING CO INC						
563 PO-140500	10/18/2013	25845 64-01890-0300-04	1	13-5310-0-4700-108-0000-3700-007-000	NN P	366.26	366.26
563 PO-140500	10/18/2013	25845 64-01891-0300-04	1	13-5310-0-4700-108-0000-3700-007-000	NN P	619.76	619.76
563 PO-140500	10/18/2013	25845 64-01893-0300-04	1	13-5310-0-4700-108-0000-3700-007-000	NN P	535.68	535.68
563 PO-140500	10/18/2013	25845 64-01894-0300-04	1	13-5310-0-4700-108-0000-3700-007-000	NN P	201.59	201.59
563 PO-140500	10/18/2013	25845 64-19052-0300-04	1	13-5310-0-4700-108-0000-3700-007-000	NN P	210.71	210.71
563 PO-140500	10/18/2013	25845 64-19639-0300-04	1	13-5310-0-4700-108-0000-3700-007-000	NN P	287.83	287.83
563 PO-140500	10/18/2013	25845 64-19664-0300-04	1	13-5310-0-4700-108-0000-3700-007-000	NN P	107.01	107.01
TOTAL PAYMENT AMOUNT						2,328.84 *	2,328.84
021080/00	ED JONES FOOD SERVICE INC						
384 PO-140346	10/18/2013	161516	1	13-5310-0-4700-108-0000-3700-007-000	NN P	3,584.96	3,584.96
TOTAL PAYMENT AMOUNT						3,584.96 *	3,584.96
022464/00	KASEY, LAURA						
1046 PO-140899	10/18/2013	E/R REIMB	1	13-5310-0-3404-108-0000-3700-000-000	NN F	50.00	50.00
TOTAL PAYMENT AMOUNT						50.00 *	50.00
016279/00	P&R PAPER SUPPLY						
395 PO-140357	10/18/2013	N70961-00	1	13-5310-0-4300-108-0000-3700-007-000	NN P	2,940.62	2,940.62
TOTAL PAYMENT AMOUNT						2,940.62 *	2,940.62
019993/00	PROPACIFIC FRESH						
385 PO-140347	10/18/2013	CENTER HIGH	1	13-5310-0-4700-108-0000-3700-007-000	NN P	7,859.62	7,859.62
385 PO-140347	10/18/2013	DUDLEY	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,779.99	2,779.99
385 PO-140347	10/18/2013	GLOBAL YOUTH	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,162.61	1,162.61
385 PO-140347	10/18/2013	NO COUNTRY	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,784.63	1,784.63
385 PO-140347	10/18/2013	OAK HILL	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,171.25	2,171.25
385 PO-140347	10/18/2013	SPINELLI	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,256.87	1,256.87
385 PO-140347	10/18/2013	WCR	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,330.68	2,330.68
TOTAL PAYMENT AMOUNT						19,345.65 *	19,345.65

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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 rep dep T9MP	
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
387 PO-140349	10/18/2013	180166903	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.11	77.11
TOTAL PAYMENT AMOUNT						77.11 *	77.11
016043/00	SHELTONS UNLIMITED MECHANICAL						
389 PO-140351	10/18/2013	13-12685	1	13-5310-0-5600-108-0000-3700-007-000	NY P	201.60	201.60
TOTAL PAYMENT AMOUNT						201.60 *	201.60
011422/00	SYSKO OF SAN FRANCISCO						
383 PO-140345	10/18/2013	309030518/1549641PU	2	13-5310-0-4300-108-0000-3700-007-000	NN P	260.62	260.62
383 PO-140345	10/18/2013	309101348	2	13-5310-0-4300-108-0000-3700-007-000	NN P	267.56	267.56
383 PO-140345	10/18/2013	309172173	2	13-5310-0-4300-108-0000-3700-007-000	NN P	894.31	894.31
383 PO-140345	10/18/2013	309241746	2	13-5310-0-4300-108-0000-3700-007-000	NN P	671.24	671.24
383 PO-140345	10/18/2013	309030518/1549641PU	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,466.10	1,466.10
383 PO-140345	10/18/2013	309101348	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,652.60	1,652.60
383 PO-140345	10/18/2013	309172173	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,055.06	2,055.06
383 PO-140345	10/18/2013	309172174	1	13-5310-0-4700-108-0000-3700-007-000	NN P	830.60	830.60
383 PO-140345	10/18/2013	309241746	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,022.99	2,022.99
TOTAL PAYMENT AMOUNT						10,121.08 *	10,121.08
TOTAL FUND PAYMENT						38,704.86 **	38,704.86



81 CENTER UNIFIED SCHOOL DIST.  
101813 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0030 101813  
FUND : 14 DEFERRED MAINTENANCE FUND

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<< 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	rep dep T9MP		
015797/00	ACE SUPPLY HARDWARE NORTH						
1030 PO-140895	10/18/2013	094015/2	1 14-0024-0-4300-106-9606-8110-007-000	NN F		15.82	15.82
TOTAL PAYMENT AMOUNT						15.82 *	15.82
017681/00	GEARY PACIFIC SUPPLY						
1032 PO-140896	10/18/2013	2733018	1 14-0024-0-4400-106-9607-8110-007-000	NN F		3,547.89	3,547.89
TOTAL PAYMENT AMOUNT						3,547.89 *	3,547.89
016043/00	SHELTONS UNLIMITED MECHANICAL						
3 PO-140004	10/18/2013	13-12737	1 14-0024-0-5600-106-9607-8110-007-000	NY F		10,039.57	10,039.57
TOTAL PAYMENT AMOUNT						10,039.57 *	10,039.57
TOTAL FUND PAYMENT						13,603.28 **	13,603.28

81 CENTER UNIFIED SCHOOL DIST.  
101813 FINAL

ACCOUNTS PAYABLE PRELIST  
BATCH: 0030 101813  
FUND : 21 BUILDING FUND

J4796 APY500 H.02.05 10/16/13 PAGE 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 rep dep T9MP			
017549/00	ALL PHASE CONSTRUCTION INC						
PO-131887	10/18/2013	CLOSE	1	21-0000-0-6100-234-9609-8500-007-826	NN C	1,915.76	0.00
PO-131887	10/18/2013	13-06	2	21-0000-0-6100-240-9609-8500-007-825	NN F	13,229.91	8,229.91
PO-131887	10/18/2013	CLOSE	3	21-0000-0-6100-475-9609-8500-007-825	NN C	5,000.00	0.00
TOTAL PAYMENT AMOUNT						8,229.91 *	8,229.91
TOTAL FUND PAYMENT						8,229.91 **	8,229.91
TOTAL BATCH PAYMENT						296,546.21 ***	0.00
TOTAL USE TAX AMOUNT						4.30	296,546.21
TOTAL DISTRICT PAYMENT						296,546.21 ****	0.00
TOTAL USE TAX AMOUNT						4.30	296,546.21
TOTAL FOR ALL DISTRICTS:						296,546.21 ****	0.00
TOTAL USE TAX AMOUNT						4.30	296,546.21

Number of warrants to be printed: 76, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST

J5079 APY500

H.02.05 10/24/13 PAGE

0

Batch status: A All

From batch: 0032

To batch: 0032

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST  
BATCH: 0032 10252013  
FUND : 01 GENERAL FUND

J5079 APY500 H.02.05 10/24/13 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 rep dep T9MP	
020734/00	AAA SERVICES						
1045 PO-140915	10/25/2013	244804/120469	1	01-8150-0-5800-106-0000-8110-007-000	NN F	187.50	187.50
TOTAL PAYMENT AMOUNT						187.50 *	187.50
015797/00	ACE SUPPLY HARDWARE NORTH						
1009 PO-140883	10/25/2013	94042/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	3.77	3.77
1009 PO-140883	10/25/2013	94044/2	1	01-8150-0-4300-106-0000-8110-007-000	NN P	34.34	34.34
TOTAL PAYMENT AMOUNT						38.11 *	38.11
017075/00	AMERICAN RIVER SPEECH INC.						
548 PO-140485	10/25/2013	10/3	1	01-6500-0-5800-102-5750-1180-003-000	NN P	4,024.75	4,024.75
548 PO-140485	10/25/2013	10/3	1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,796.50	2,796.50
TOTAL PAYMENT AMOUNT						6,821.25 *	6,821.25
021820/00	APPLE INC						
920 PO-140808	10/25/2013	4254513405	1	01-7220-0-5800-472-1110-1000-014-000	YN F	577.66	534.87
TOTAL PAYMENT AMOUNT						534.87 *	534.87
TOTAL USE TAX AMOUNT						42.79	
010700/00	AUS SACRAMENTO MC LOCKBOX						
747 PO-140656	10/25/2013	506-2591788	1	01-0000-0-5800-111-0000-8200-007-000	NN P	64.04	64.04
TOTAL PAYMENT AMOUNT						64.04 *	64.04
019504/00	B & H PHOTO-VIDEO						
919 PO-140807	10/25/2013	75510990	1	01-7220-0-4300-472-1110-1000-014-000	NN F	134.61	125.38
919 PO-140807	10/25/2013	75510990	2	01-7220-0-4400-472-1110-1000-014-000	NN F	210.62	195.02
TOTAL PAYMENT AMOUNT						320.40 *	320.40
010442/00	BAR HEIN						
46 PO-140041	10/25/2013	427327	1	01-0000-0-4300-106-0000-8110-007-000	NN P	152.25	152.25
TOTAL PAYMENT AMOUNT						152.25 *	152.25

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST  
BATCH: 0032 10252013  
FUND : 01 GENERAL FUND

J5079 APY500 H.02.05 10/24/13 PAGE 2  
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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				
					fd	reso	p	obje	sit	goal	func	rep	dep	T9MP
021245/00	BEYOND ADAPTIVE													
695	PO-140612	10/25/2013	300350			1	01-6500-0-4300-102-5001-2700-003-000	NN F	81.00	81.00				
TOTAL PAYMENT AMOUNT									81.00 *					81.00
019075/00	BRIGHT FUTURES THERAPY													
552	PO-140489	10/25/2013	3088			1	01-6500-0-5800-102-5750-1180-003-000	NN P	17,360.00	17,360.00				
TOTAL PAYMENT AMOUNT									17,360.00 *					17,360.00
010340/00	CA DEPT OF JUSTICE													
266	PO-140244	10/25/2013	988937			1	01-0000-0-5800-110-0000-7200-004-000	NN P	354.00	354.00				
266	PO-140244	10/25/2013	994577			1	01-0000-0-5800-110-0000-7200-004-000	NN P	224.00	224.00				
TOTAL PAYMENT AMOUNT									578.00 *					578.00
018335/00	CALIFORNIA TRANSITION ALLIANCE													
1076	PO-140935	10/25/2013	BENDER PACHECO 12/2-4			1	01-6520-0-5200-472-5770-1110-003-000	NN F	500.00	500.00				
TOTAL PAYMENT AMOUNT									500.00 *					500.00
021678/00	CAPITOL ACADEMY													
554	PO-140491	10/25/2013	SEPT 2013			1	01-6500-0-5800-102-5750-1180-003-000	NN P	9,553.60	9,553.60				
TOTAL PAYMENT AMOUNT									9,553.60 *					9,553.60
021036/00	CCHAT CENTER													
553	PO-140490	10/25/2013	CENTER M/S			1	01-6500-0-5800-102-5750-1180-003-000	NN P	85.00	85.00				
553	PO-140490	10/25/2013	CENTER9-13			1	01-6500-0-5800-102-5750-1180-003-000	NN P	2,483.40	2,483.40				
TOTAL PAYMENT AMOUNT									2,568.40 *					2,568.40
017158/00	CCSESA													
1034	PO-140913	10/25/2013	2258			1	01-0000-0-5200-103-0000-2110-003-000	NN F	375.00	375.00				
TOTAL PAYMENT AMOUNT									375.00 *					375.00

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST  
BATCH: 0032 10252013  
FUND : 01 GENERAL FUND

J5079 APY500 H.02.05 10/24/13 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	rep dep T9MP		
020305/00	CDW GOVERNMENT INC.						
928 PO-140814	10/25/2013	1021295	1 01-0000-0-4300-472-0000-2700-014-000	NN F		285.41	285.41
TOTAL PAYMENT AMOUNT						285.41 *	285.41
016261/00	CEBULA RN, GAIL						
1054 PO-140920	10/25/2013	AUG MILEAGE	1 01-0000-0-5210-102-0000-3140-003-000	NN P		39.89	39.89
TOTAL PAYMENT AMOUNT						39.89 *	39.89
021175/00	CINTAS DOCUMENT MANAGEMENT						
311 PO-140281	10/25/2013	DG37065175	1 01-0000-0-5800-371-0000-2700-012-000	NN P		34.35	34.35
TOTAL PAYMENT AMOUNT						34.35 *	34.35
015718/00	CUSTOM BENEFIT ADMINISTRATORS						
FV-141022	10/25/2013	CBA 10/31/2013	01-0000-0-9552-000-0000-0000-000-000	NN			2,589.72
TOTAL PAYMENT AMOUNT						2,589.72 *	2,589.72
010191/00	GRAINGER						
734 PO-140644	10/25/2013	9262465595	1 01-0000-0-4300-106-0000-8110-007-000	NN P		474.06	474.06
TOTAL PAYMENT AMOUNT						474.06 *	474.06
017718/00	GUIDING HANDS INC.						
557 PO-140494	10/25/2013	1406 2013-08	1 01-6500-0-5800-102-5750-1180-003-000	NN P		50.00	50.00
557 PO-140494	10/25/2013	1442 2013-09	1 01-6500-0-5800-102-5750-1180-003-000	NN P		8,738.28	8,738.28
557 PO-140494	10/25/2013	1482 2013-09	1 01-6500-0-5800-102-5750-1180-003-000	NN P		233.33	233.33
TOTAL PAYMENT AMOUNT						9,021.61 *	9,021.61
015430/00	HESLIN, LARRY W.						
1067 PO-140926	10/25/2013	SEPT OCT MILEAGE	1 01-7405-0-5200-472-0000-2130-014-000	NN F		131.19	131.19
TOTAL PAYMENT AMOUNT						131.19 *	131.19

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST  
BATCH: 0032 10252013  
FUND : 01 GENERAL FUND

J5079 APY500 H.02.05 10/24/13 PAGE 4  
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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	rep dep T9MP		
014160/00	HOLLINBECK, ALICE						
1053 PO-140919	10/25/2013	SEPT MILEAGE	1 01-0000-0-5210-103-1110-1004-003-000	NN P		135.60	135.60
TOTAL PAYMENT AMOUNT						135.60 *	135.60
021789/00	JABBERGYM INC						
558 PO-140495	10/25/2013	3298	1 01-6500-0-5800-102-5750-1180-003-000	NN P		150.00	150.00
558 PO-140495	10/25/2013	3383	1 01-6500-0-5800-102-5750-1180-003-000	NN P		150.00	150.00
TOTAL PAYMENT AMOUNT						300.00 *	300.00
017653/00	JONES SCHOOL SUPPLIES						
933 PO-140816	10/25/2013	1145715	1 01-3010-0-4300-371-1110-1000-012-000	YN F		216.19	200.47
TOTAL PAYMENT AMOUNT						200.47 *	200.47
TOTAL USE TAX AMOUNT						16.04	
010355/00	KAISER FOUNDATION HEALTH PLAN						
PV-141024	10/25/2013	KAISER NOVEMBER	01-0000-0-9552-000-0000-0000-000-000	NN			155,273.02
TOTAL PAYMENT AMOUNT						155,273.02 *	155,273.02
010212/00	LAKESHORE LEARNING MATERIALS						
912 PO-140802	10/25/2013	2129531013	1 01-6500-0-4300-102-5750-1110-003-000	NN F		43.85	44.25
TOTAL PAYMENT AMOUNT						44.25 *	44.25
022335/00	LOFTUS, MARK						
1064 PO-140924	10/25/2013	AUG/SEPT MILEAGE	1 01-0000-0-5210-103-1110-1004-003-000	NN F		17.63	17.63
TOTAL PAYMENT AMOUNT						17.63 *	17.63
021926/00	MATRE, KAREN						
1051 PO-140918	10/25/2013	REIMB	1 01-0000-0-4300-472-0000-2700-014-000	NN F		36.16	36.16
TOTAL PAYMENT AMOUNT						36.16 *	36.16

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST  
BATCH: 0032 10252013  
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	rep dep T9MP		
022406/00	MAXIM HEALTHCARE SERVICES INC						
536 PO-140473	10/25/2013	1916960262	1 01-0000-0-5800-102-0000-3140-003-000	NN	P	3,240.00	3,240.00
536 PO-140473	10/25/2013	1904380262	1 01-0000-0-5800-102-0000-3140-003-000	NN	P	3,039.80	3,039.80
TOTAL PAYMENT AMOUNT						6,279.80 *	6,279.80
021692/00	MONOPRICE INC						
913 PO-140803	10/25/2013	9008325	1 01-0029-0-4300-472-1110-1000-014-000	NN	F	9.14	9.31
TOTAL PAYMENT AMOUNT						9.31 *	9.31
010489/00	NATIONAL GEOGRAPHIC SOCIETY						
1065 PO-140925	10/25/2013	WCRILES MS	1 01-0000-0-5300-371-1110-1000-012-000	NN	F	120.00	120.00
TOTAL PAYMENT AMOUNT						120.00 *	120.00
019700/00	PITNEY BOWES INC						
199 PO-140190	10/25/2013	1255240-0T13	1 01-0000-0-7439-106-0000-9100-007-000	NN	P	1,250.99	1,250.99
TOTAL PAYMENT AMOUNT						1,250.99 *	1,250.99
011345/00	PLACER LEARNING CENTER						
560 PO-140497	10/25/2013	SEPT 2013	1 01-6500-0-5800-102-5750-1180-003-000	NN	P	6,141.60	6,141.60
TOTAL PAYMENT AMOUNT						6,141.60 *	6,141.60
022525/00	POST-IT LLC						
760 PO-140667	10/25/2013	SEPT2013	1 01-0000-0-5800-110-0000-7200-004-000	NN	P	180.00	180.00
TOTAL PAYMENT AMOUNT						180.00 *	180.00
020981/00	SAVE MART SUPERMARKETS						
828 PO-140731	10/25/2013	2581485	1 01-6500-0-4300-102-5770-1110-003-000	NN	P	10.82	10.82
TOTAL PAYMENT AMOUNT						10.82 *	10.82



81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST  
BATCH: 0032 10252013  
FUND : 01 GENERAL FUND

J5079 APY500 H.02.05 10/24/13 PAGE 6  
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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	rep dep T9MP		
014029/00	SCHROYER, LINDA						
1060 PO-140929	10/25/2013	REIMB	1	01-7405-0-5200-472-0000-2130-014-000	NN F	282.87	282.87
TOTAL PAYMENT AMOUNT						282.87 *	282.87
014558/00	SPURR						
108 PO-140093	10/25/2013	53411	1	01-0000-0-5520-106-0000-8110-007-000	NN P	1,194.48	1,194.48
TOTAL PAYMENT AMOUNT						1,194.48 *	1,194.48
010137/00	STATE BOARD OF EQUALIZATION						
1027 PO-140894	10/25/2013	57-415168	1	01-7230-0-5800-112-0000-3600-007-000	NN P	92.90	92.90
TOTAL PAYMENT AMOUNT						92.90 *	92.90
020075/00	TATYANA SILCHUK						
765 PO-140671	10/25/2013	SEPT MILEAGE	1	01-6500-0-5800-102-5770-3600-003-000	NN P	266.98	266.98
TOTAL PAYMENT AMOUNT						266.98 *	266.98
021143/00	US AIR CONDITIONING						
40 PO-140036	10/25/2013	8988611	1	01-8150-0-4300-106-0000-8110-007-000	NN P	793.32	793.32
TOTAL PAYMENT AMOUNT						793.32 *	793.32
015018/00	VERHOVETCHI, VEACESLAV						
1017 PO-140912	10/25/2013	REIMB	1	01-7230-0-5600-112-0000-3600-007-000	NN F	11.69	11.69
TOTAL PAYMENT AMOUNT						11.69 *	11.69
022221/00	WESTERN HEALTH ADVANTAGE						
PV-141023	10/25/2013	NOVEMBER WHA	01-0000-0-9552-000-0000-0000-000-000	NN		104,939.92	104,939.92
TOTAL PAYMENT AMOUNT						104,939.92 *	104,939.92
020841/00	XEROX CORPORATION						
643 PO-140562	10/25/2013	070593906	1	01-0000-0-5600-472-0000-2700-014-000	NN P	23.05	23.05
TOTAL PAYMENT AMOUNT						23.05 *	23.05

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST

BATCH: 0032 10252013

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	Id reso p obje ait goal func rep dep T9MP	Liq Amt	Net Amount
			TOTAL FUND		329,315.51 **				
			TOTAL USE TAX AMOUNT		58.83		329,315.51		

81 CENTER UNIFIED SCHOOL DIST.  
10/25/13

ACCOUNTS PAYABLE PRELIST  
BATCH: 0032 10252013  
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 rep dep T9MP			
019834/00	BERKELEY FARMS INC						
386 PO-140348	10/25/2013	325800 CHS	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,463.15	2,463.15
386 PO-140348	10/25/2013	325920 DUDLEY	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,174.59	2,174.59
386 PO-140348	10/25/2013	325750 GLOBAL	1	13-5310-0-4700-108-0000-3700-007-000	NN P	780.72	780.72
386 PO-140348	10/25/2013	325980 NO CO	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,897.56	1,897.56
386 PO-140348	10/25/2013	325890 OAKHILL	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,864.22	1,864.22
386 PO-140348	10/25/2013	325950 SPINELLI	1	13-5310-0-4700-108-0000-3700-007-000	NN P	1,309.32	1,309.32
386 PO-140348	10/25/2013	326010 WCR	1	13-5310-0-4700-108-0000-3700-007-000	NN P	2,053.09	2,053.09
TOTAL PAYMENT AMOUNT				12,542.65 *			12,542.65
022364/00	HEARTLAND PAYMENT SYSTEMS						
392 PO-140354	10/25/2013	SLK00000006924	1	13-5310-0-5300-108-0000-3700-007-000	NN P	292.95	292.95
TOTAL PAYMENT AMOUNT				292.95 *			292.95
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
387 PO-140349	10/25/2013	180167426	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.11	77.11
TOTAL PAYMENT AMOUNT				77.11 *			77.11
TOTAL FUND PAYMENT				12,912.71 **			12,912.71
TOTAL BATCH PAYMENT				342,228.22 ***	0.00		342,228.22
TOTAL USE TAX AMOUNT				58.83			
TOTAL DISTRICT PAYMENT				342,228.22 ****	0.00		342,228.22
TOTAL USE TAX AMOUNT				58.83			
TOTAL FOR ALL DISTRICTS:				342,228.22 ****	0.00		342,228.22
TOTAL USE TAX AMOUNT				58.83			

Number of warrants to be printed: 46, not counting voids due to stub overflows.

81 CENTER UNIFIED SCHOOL DIST.  
110113

ACCOUNTS PAYABLE PRELIST

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Batch status: A All

From batch: 0033

To batch: 0033

Include Revolving Cash: Y

Include Address: N

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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			fd reso p obje	sit goal func	rep dep T9MP		
-----								
020710/00	ACCURATE LABEL DESIGN							
1007 PO-140879	11/01/2013	124751		1 01-0000-0-5800-472-0000-2700-014-000	YN F		84.52	79.00
TOTAL PAYMENT AMOUNT								79.00
TOTAL USE TAX AMOUNT								6.32
015797/00	ACE SUPPLY HARDWARE NORTH							
1009 PO-140883	11/01/2013	94113/2		1 01-8150-0-4300-106-0000-8110-007-000	NN P		20.97	20.97
1009 PO-140883	11/01/2013	93930/2		1 01-8150-0-4300-106-0000-8110-007-000	NN P		25.90	25.90
1009 PO-140883	11/01/2013	94092/2		1 01-8150-0-4300-106-0000-8110-007-000	NN P		21.11	21.11
1009 PO-140883	11/01/2013	94004/2		1 01-8150-0-4300-106-0000-8110-007-000	NN P		38.04	38.04
TOTAL PAYMENT AMOUNT								106.02
014733/00	ALL WEST COACHLINES INC.							
1153 PO-141002	11/01/2013	49438/54089		1 01-7220-0-5810-472-9616-1050-014-000	NN F		863.00	863.00
TOTAL PAYMENT AMOUNT								863.00
016783/00	AMERICAN EAGLE ENTERPRISES							
1144 PO-140991	11/01/2013	1488		1 01-8150-0-5600-106-0000-8110-007-000	NN F		1,911.00	1,911.00
TOTAL PAYMENT AMOUNT								1,911.00
019769/00	AMERICAN EXPRESS							
859 PO-140756	11/01/2013	0-03000 PAYPAL LEEDS		1 01-0000-0-5200-101-0000-7150-002-000	NN F		50.00	50.00
869 PO-140762	11/01/2013	0-03000 ITUNES		1 01-6500-0-4300-102-5750-1110-003-000	NN F		149.99	149.99
943 PO-140827	11/01/2013	0-03000 CALSCHBRD		1 01-0000-0-5200-120-0000-7110-001-000	NN F		485.00	485.00
944 PO-140828	11/01/2013	0-03000 SWAIR		1 01-0000-0-5200-120-0000-7110-001-000	NN F		173.80	173.80
TOTAL PAYMENT AMOUNT								858.79
018533/00	ATKINSON ANDELSON LOYA RUDD							
728 PO-140639	11/01/2013	438335		1 01-0000-0-5804-105-0000-7200-005-000	NE P		7,046.57	7,046.57
TOTAL PAYMENT AMOUNT								7,046.57

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ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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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 rep dep T9MP	
017972/00	BABY STEPS THERAPY						
1126 PO-140981	11/01/2013	13167	1	01-6500-0-5800-102-5750-1180-003-000	NN P	180.00	180.00
TOTAL PAYMENT AMOUNT						180.00 *	180.00
010442/00	BAR HEIN						
46 PO-140041	11/01/2013	427326	1	01-0000-0-4300-106-0000-8110-007-000	NN P	49.27	49.27
TOTAL PAYMENT AMOUNT						49.27 *	49.27
014056/00	BENDER, LINDA						
1052 PO-140985	11/01/2013	REIMB	1	01-6520-0-5200-472-5770-1110-003-000	NN F	511.60	511.60
TOTAL PAYMENT AMOUNT						511.60 *	511.60
011564/00	CALDWELL FLORES WINTERS INC.						
1140 PO-140988	11/01/2013	41820	1	01-0000-0-5800-106-0000-8500-007-000	NN P	5,400.00	5,400.00
TOTAL PAYMENT AMOUNT						5,400.00 *	5,400.00
020540/00	CALIFORNIA AMERICAN WATER CO						
96 PO-140082	11/01/2013	05-0054873-0	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.76	180.76
96 PO-140082	11/01/2013	05-0401542-1	1	01-0000-0-5540-106-0000-8110-007-000	NN P	425.77	425.77
96 PO-140082	11/01/2013	05-0401551-2	1	01-0000-0-5540-106-0000-8110-007-000	NN P	1,638.65	1,638.65
96 PO-140082	11/01/2013	05-0401546-2	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.76	180.76
96 PO-140082	11/01/2013	05-0054876-3	1	01-0000-0-5540-106-0000-8110-007-000	NN P	153.24	153.24
96 PO-140082	11/01/2013	05-0054875-5	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.76	180.76
96 PO-140082	11/01/2013	05-0052956-5	1	01-0000-0-5540-106-0000-8110-007-000	NN P	2,234.48	2,234.48
96 PO-140082	11/01/2013	05-0482625-6	1	01-0000-0-5540-106-0000-8110-007-000	NN P	2,088.50	2,088.50
96 PO-140082	11/01/2013	05-0052955-7	1	01-0000-0-5540-106-0000-8110-007-000	NN P	4,086.70	4,086.70
96 PO-140082	11/01/2013	05-0550586-7	1	01-0000-0-5540-106-0000-8110-007-000	NN P	7,817.07	7,817.07
96 PO-140082	11/01/2013	05-0053101-7	1	01-0000-0-5540-106-0000-8110-007-000	NN P	1,423.35	1,423.35
96 PO-140082	11/01/2013	05-0062336-8	1	01-0000-0-5540-106-0000-8110-007-000	NN P	3,257.41	3,257.41
96 PO-140082	11/01/2013	050054874-8	1	01-0000-0-5540-106-0000-8110-007-000	NN P	180.76	180.76
96 PO-140082	11/01/2013	05-0482624-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	582.76	582.76
96 PO-140082	11/01/2013	05-0052643-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	3,031.18	3,031.18
96 PO-140082	11/01/2013	05-0053100-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	4,522.57	4,522.57
96 PO-140082	11/01/2013	05-0509237-9	1	01-0000-0-5540-106-0000-8110-007-000	NN P	223.33	223.33
TOTAL PAYMENT AMOUNT						32,208.05 *	32,208.05

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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	rep dep T9MP		
015482/00	CALIFORNIA ASSOC. FOR GIFTED						
901 PO-140793	11/01/2013	4220	1 01-0036-0-5200-103-0000-2110-003-000	NN P		340.00	340.00
			TOTAL PAYMENT AMOUNT	340.00 *			340.00
018862/00	CAPITOL AUTISM SERVICES						
1133 PO-140987	11/01/2013	100113-108	1 01-6500-0-5800-102-5750-1180-003-000	NN P		4,032.50	4,032.50
			TOTAL PAYMENT AMOUNT	4,032.50 *			4,032.50
014885/00	CAREERTRACK SEMINARS						
504 PO-140449	11/01/2013	14834739	1 01-7230-0-5200-112-0000-3600-007-000	NN P		99.00	99.00
			TOTAL PAYMENT AMOUNT	99.00 *			99.00
015735/00	COUNTY OF SACRAMENTO						
101 PO-140086	11/01/2013	17884	1 01-0000-0-5800-106-0000-8110-007-000	NN P		25.00	25.00
			TOTAL PAYMENT AMOUNT	25.00 *			25.00
019071/00	DISCOUNT AUTOMATICS INC.						
1055 PO-140997	11/01/2013	4830	1 01-7240-0-5600-112-5001-3600-007-000	NN F		3,086.16	3,086.16
			TOTAL PAYMENT AMOUNT	3,086.16 *			3,086.16
021610/00	EATON INTERPRETING SERVICES						
1059 PO-140942	11/01/2013	161121	1 01-0000-0-5800-103-0000-7200-003-000	NN P		105.00	105.00
1059 PO-140942	11/01/2013	162378	1 01-0000-0-5800-103-0000-7200-003-000	NN P		105.00	105.00
1059 PO-140942	11/01/2013	162377	1 01-0000-0-5800-103-0000-7200-003-000	NN F		105.00	105.00
			TOTAL PAYMENT AMOUNT	315.00 *			315.00
016002/00	EDGAR, SHERRY						
1061 PO-140976	11/01/2013	REIMB	1 01-0000-0-4300-472-1260-1000-014-000	NN F		106.43	106.43
			TOTAL PAYMENT AMOUNT	106.43 *			106.43

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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	rep dep T9MP		
-----							
020517/00	EDUCATIONAL DATA SYSTEMS						
1120 PO-140963	11/01/2013	1013CENTJ	1	01-0000-0-5800-103-0000-7200-003-000	NN F	105.33	105.33
TOTAL PAYMENT AMOUNT						105.33 *	105.33
019262/00	ENTERPRISE RENT A CAR						
1104 PO-140956	11/01/2013	D854997-3082	1	01-0000-0-5600-472-1110-4000-014-915	NN F	110.15	110.15
1105 PO-140957	11/01/2013	D855012-3082	1	01-0000-0-5600-472-1110-4000-014-915	NN F	97.19	97.19
1106 PO-140958	11/01/2013	D855128-3082	1	01-0000-0-5600-472-1110-4000-014-915	NN F	97.19	97.19
TOTAL PAYMENT AMOUNT						304.53 *	304.53
017581/00	EUROSPORT						
900 PO-140792	11/01/2013	55416393	1	01-0472-0-4300-472-1263-4200-014-000	YN P	870.40	870.40
900 PO-140792	11/01/2013	55416393*1	1	01-0472-0-4300-472-1263-4200-014-000	YN F	610.47	512.86
900 PO-140792	11/01/2013	55416393*1	2	01-0472-0-5800-472-1263-4200-014-000	YN F	130.68	121.00
TOTAL PAYMENT AMOUNT						1,504.26 *	1,504.26
TOTAL USE TAX AMOUNT						120.34	
010592/00	EWING IRRIGATION PRODUCTS						
61 PO-140053	11/01/2013	7113479	1	01-0000-0-4300-106-0000-8110-007-000	NN P	473.15	473.15
TOTAL PAYMENT AMOUNT						473.15 *	473.15
022347/00	GIVE SOMETHING BACK						
952 PO-140833	11/01/2013	IN-0160741	1	01-6500-0-4300-102-5770-1110-003-000	NN P	11.71	11.71
952 PO-140833	11/01/2013	IN-0160180	1	01-6500-0-4300-102-5770-1110-003-000	NN F	275.55	279.59
1001 PO-140871	11/01/2013	IN-0164529	1	01-0000-0-4300-472-1284-1000-014-000	NN F	276.10	276.12
1002 PO-140872	11/01/2013	IN-0164528	1	01-0000-0-4300-472-1251-1000-014-000	NN F	485.73	485.73
1005 PO-140877	11/01/2013	IN-0164530	1	01-0000-0-4300-472-0000-2700-014-000	NN F	30.50	30.50
1006 PO-140878	11/01/2013	IN0164531	1	01-6500-0-4300-102-5750-1110-003-000	NN F	123.53	122.67
1008 PO-140880	11/01/2013	IN0164532	2	01-6500-0-4300-102-5750-1110-003-000	NN F	217.08	236.78
1008 PO-140880	11/01/2013	IN-0166146	1	01-6500-0-4400-102-5001-2700-003-000	NN P	593.98	593.98
1008 PO-140880	11/01/2013	IN0164532	1	01-6500-0-4400-102-5001-2700-003-000	NN F	149.32	259.20
1023 PO-140893	11/01/2013	IN-0165048	1	01-0000-0-4300-475-3200-1000-015-000	NN F	121.99	121.98
1068 PO-140927	11/01/2013	IN-0166571	1	01-0000-0-4300-472-1262-1000-014-000	NN F	138.15	138.16
1075 PO-140934	11/01/2013	IN-0167049	1	01-6500-0-4300-102-5750-1110-003-000	NN F	129.68	129.65
1119 PO-140962	11/01/2013	IN-0168120	1	01-0000-0-4300-103-0000-3160-003-911	NN F	179.27	179.26
1123 PO-140964	11/01/2013	IN-0168119	1	01-0000-0-4300-475-3200-1000-015-000	NN F	16.37	16.38
TOTAL PAYMENT AMOUNT						2,881.71 *	2,881.71



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Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type fd reso p obje	ABA num sit goal func	Account num rep dep T9MP	Liq Amt	Net Amount
015201/00	GLOYD, MARION							
1149 PO-140998	11/01/2013	MILEAGE REIMB		1 01-7240-0-5210-112-5001-3600-007-000 NN F			9.04	9.04
				TOTAL PAYMENT AMOUNT	9.04 *			9.04
017618/00	GOPHER SPORT							
966 PO-140846	11/01/2013	8694641		1 01-0000-0-4300-371-1110-1000-012-000 NN F			1,121.38	1,077.99
				TOTAL PAYMENT AMOUNT	1,077.99 *			1,077.99
018340/00	HARBOR FREIGHT TOOLS							
717 PO-140629	11/01/2013	611359		1 01-8150-0-4300-106-0000-8110-007-000 NN P			98.67	98.67
				TOTAL PAYMENT AMOUNT	98.67 *			98.67
010830/00	HOLT OF CALIFORNIA							
1043 PO-140914	11/01/2013	0582337		1 01-8150-0-5800-106-0000-8110-007-000 NN F			1,032.56	1,032.56
				TOTAL PAYMENT AMOUNT	1,032.56 *			1,032.56
017002/00	HOME DEPOT CREDIT SERVICES							
22 PO-140021	11/01/2013	14657/205050/14651		1 01-8150-0-4300-106-0000-8110-007-000 NN P			29.47	29.47
				TOTAL PAYMENT AMOUNT	29.47 *			29.47
021775/00	HOME DEPOT SUPPLY							
23 PO-140022	11/01/2013	9125760763		1 01-8150-0-4300-106-0000-8110-007-000 NN P			86.39	86.39
23 PO-140022	11/01/2013	9125581056		1 01-8150-0-4300-106-0000-8110-007-000 NN P			219.02	219.02
23 PO-140022	11/01/2013	9125674357		1 01-8150-0-4300-106-0000-8110-007-000 NN P			32.49	32.49
				TOTAL PAYMENT AMOUNT	337.90 *			337.90
014507/00	HORIZON DISTRIBUTORS							
56 PO-140049	11/01/2013	2A063558		1 01-0000-0-4300-106-0000-8110-007-000 NN P			149.49	149.49
56 PO-140049	11/01/2013	2A063559		1 01-0000-0-4300-106-0000-8110-007-000 NN P			40.42	40.42
1124 PO-140965	11/01/2013	2A063502		1 01-0000-0-4300-106-0000-8110-007-000 NN P			1,194.37	1,194.37
				TOTAL PAYMENT AMOUNT	1,384.28 *			1,384.28

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ACCOUNTS PAYABLE PRELIST  
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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	rep dep T9MP		
018990/00	INTERSTATE BATTERY SYSTEM						
75 PO-140065	11/01/2013	10077655	1 01-7230-0-4300-112-0000-3600-007-000	NN P	252.61	252.61	252.61
			TOTAL PAYMENT AMOUNT	252.61 *			252.61
022544/00	J TAYLOR EDUCATION						
887 PO-140774	11/01/2013	01309-30	1 01-0036-0-4300-103-0000-2110-003-000	NN F	104.72	103.84	103.84
			TOTAL PAYMENT AMOUNT	103.84 *			103.84
018939/00	J'S COMMUNICATIONS INC						
1087 PO-140947	11/01/2013	N13-2334	1 01-0000-0-4400-472-0000-2700-014-000	NN F	929.33	929.33	929.33
			TOTAL PAYMENT AMOUNT	929.33 *			929.33
021874/00	KIDWELL, TAMBRA						
1150 PO-140999	11/01/2013	TRIP#29 REIMB	1 01-7240-0-5800-112-5001-3600-007-000	NN F	10.36	10.36	10.36
			TOTAL PAYMENT AMOUNT	10.36 *			10.36
017899/00	LAWSON, BECKY						
1042 PO-140941	11/01/2013	REIMB	1 01-7405-0-5210-103-0000-2130-003-000	NN F	33.90	33.90	33.90
			TOTAL PAYMENT AMOUNT	33.90 *			33.90
022230/00	MANAGED HEALTH NETWORK						
49 PO-140044	11/01/2013	3200052007	1 01-0000-0-3401-100-1110-1000-000-000	NN P	1,197.90	1,197.90	1,197.90
			TOTAL PAYMENT AMOUNT	1,197.90 *			1,197.90
022406/00	MAXIM HEALTHCARE SERVICES INC						
536 PO-140473	11/01/2013	1933800262	1 01-0000-0-5800-102-0000-3140-003-000	NN P	2,040.00	2,040.00	2,040.00
			TOTAL PAYMENT AMOUNT	2,040.00 *			2,040.00
021692/00	MONOPRICE INC						
995 PO-140867	11/01/2013	9101963	1 01-0000-0-4300-238-1110-1000-010-000	NN F	107.59	93.02	93.02
			TOTAL PAYMENT AMOUNT	93.02 *			93.02

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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	rep dep T9MP		
015787/00	O'REILLY AUTO PARTS						
718 PO-140630	11/01/2013	251180	1 01-7240-0-4300-112-5001-3600-007-000	NN P		12.79	12.79
718 PO-140630	11/01/2013	251286	1 01-7240-0-4300-112-5001-3600-007-000	NN P		7.44	7.44
718 PO-140630	11/01/2013	251937	1 01-7240-0-4300-112-5001-3600-007-000	NN P		28.07	28.07
718 PO-140630	11/01/2013	251937	1 01-7240-0-4300-112-5001-3600-007-000	NN P		103.53	103.53
718 PO-140630	11/01/2013	251950	1 01-7240-0-4300-112-5001-3600-007-000	NN P		19.49	19.49
718 PO-140630	11/01/2013	252311	1 01-7240-0-4300-112-5001-3600-007-000	NN P		4.19	4.19
718 PO-140630	11/01/2013	252437/251958	1 01-7240-0-4300-112-5001-3600-007-000	NN P		71.30	71.30
718 PO-140630	11/01/2013	252446	1 01-7240-0-4300-112-5001-3600-007-000	NN P		50.34	50.34
840 PO-140740	11/01/2013	250327/252442	1 01-8150-0-4300-106-0000-8110-007-000	NN F		126.96	19.18
TOTAL PAYMENT AMOUNT						316.33 *	316.33
017576/00	OFFICE DEPOT/BUS.SERVICES DIV						
819 PO-140723	11/01/2013	677086652001	1 01-6520-0-4300-472-5770-1110-003-000	NN F		253.98	81.40
888 PO-140775	11/01/2013	678183982001	1 01-6300-0-4300-371-1110-1000-012-000	NN F		55.52	55.27
903 PO-140794	11/01/2013	676576319001	1 01-0000-0-5800-475-3200-2700-015-000	NN F		19.43	21.59
930 PO-140815	11/01/2013	673713030001	2 01-0000-0-4300-240-0000-2700-011-000	NN F		22.36	22.36
930 PO-140815	11/01/2013	673713030001	1 01-3010-0-4300-240-1110-1000-011-000	NN F		42.74	42.74
947 PO-140831	11/01/2013	673714029001	1 01-0000-0-4300-472-0000-2700-014-000	NN F		771.51	771.51
954 PO-140835	11/01/2013	673713741001	1 01-6500-0-4300-102-5770-1110-003-000	NN F		201.70	201.70
970 PO-140849	11/01/2013	678779199001	1 01-0000-0-4300-238-1110-1000-010-000	NN F		171.19	171.19
975 PO-140853	11/01/2013	678689729001	1 01-6300-0-4300-371-1110-1000-012-000	NN P		102.78	102.78
975 PO-140853	11/01/2013	678689730001	1 01-6300-0-4300-371-1110-1000-012-000	NN F		5.84	5.32
991 PO-140866	11/01/2013	667465486001	1 01-0000-0-4300-105-0000-7200-005-000	NN P		335.11	335.11
991 PO-140866	11/01/2013	667465487001	1 01-0000-0-4300-105-0000-7200-005-000	NN F		21.10	2.73
1000 PO-140870	11/01/2013	678690167001	1 01-0000-0-4300-472-1275-1000-014-000	NN F		61.78	55.60
TOTAL PAYMENT AMOUNT						1,869.30 *	1,869.30
011822/00	OLARIU, STEFAN						
1151 PO-141000	11/01/2013	TRIP#13 REIMB	1 01-7240-0-5800-112-5001-3600-007-000	NN F		26.07	26.07
TOTAL PAYMENT AMOUNT						26.07 *	26.07
014872/00	PALMER, MICHAEL						
1117 PO-140970	11/01/2013	REIMB	1 01-7405-0-5200-472-0000-2130-014-000	NN P		12.20	12.20
TOTAL PAYMENT AMOUNT						12.20 *	12.20

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81 CENTER UNIFIED SCHOOL DIST.  
110113

ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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			fd reso p obje	sit goal func	rep dep T9MP		
TOTAL PAYMENT AMOUNT					2,330.40 *			2,330.40
010266/00 SACRAMENTO COUNTY UTILITIES								
106 PO-140091	11/01/2013	50006974207 9/22-11/21		1	01-0000-0-5540-106-0000-8110-007-000	NN P	1,611.63	1,611.63
106 PO-140091	11/01/2013	50000878546		1	01-0000-0-5540-106-0000-8110-007-000	NN P	653.82	653.82
106 PO-140091	11/01/2013	50000878608		1	01-0000-0-5540-106-0000-8110-007-000	NN P	337.46	337.46
TOTAL PAYMENT AMOUNT					2,602.91 *			2,602.91
020981/00 SAVE MART SUPERMARKETS								
828 PO-140731	11/01/2013	2581534		1	01-6500-0-4300-102-5770-1110-003-000	NN P	32.71	32.71
TOTAL PAYMENT AMOUNT					32.71 *			32.71
018297/00 SCHOOL SERVICES OF CALIFORNIA [REDACTED]								
195 PO-140178	11/01/2013	W076907-IN		1	01-0000-0-5200-105-0000-7200-005-000	NN F	350.00	350.00
TOTAL PAYMENT AMOUNT					350.00 *			350.00
018930/00 SCHOOL SPECIALTY/CLASSROOM DIR [REDACTED]								
856 PO-140753	11/01/2013	308101821300		1	01-6500-0-4300-102-5750-1110-003-000	NN F	285.70	287.25
TOTAL PAYMENT AMOUNT					287.25 *			287.25
010373/00 SCHOOLS INSURANCE AUTHORITY								
638 PO-140569	11/01/2013	2014UST-KAM.08		1	01-7230-0-5800-112-0000-3600-007-000	NN P	150.00	150.00
TOTAL PAYMENT AMOUNT					150.00 *			150.00
017106/00 SIA/VISION SERVICE PLAN								
FV-141025	11/01/2013	SIA VISION NOVEMBER			01-0000-0-9552-000-0000-0000-000-000	NN		5,592.38
TOTAL PAYMENT AMOUNT					5,592.38 *			5,592.38
020983/00 SIERRA PACIFIC TURF SUPPLY								
59 PO-140051	11/01/2013	0412695-IN		1	01-0000-0-4300-106-0000-8110-007-000	NN P	812.70	812.70
TOTAL PAYMENT AMOUNT					812.70 *			812.70

81 CENTER UNIFIED SCHOOL DIST.  
110113

ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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	rep dep T9MP		
010263/00	SMUD						
107	PO-140092	11/01/2013	OCT 7000000347	1 01-0000-0-5530-106-0000-8110-007-000	NN P	61,371.60	61,371.60
				TOTAL PAYMENT AMOUNT		61,371.60 *	61,371.60
021813/00	SUREWEST						
110	PO-140095	11/01/2013	6048000001	1 01-0000-0-5902-106-0000-8110-007-000	NN P	934.71	934.71
				TOTAL PAYMENT AMOUNT		934.71 *	934.71
022031/00	TEACHER DIRECT						
857	PO-140754	11/01/2013	P454473500034	1 01-6300-0-4300-240-1110-1000-011-000	YN F	82.86	76.72
				TOTAL PAYMENT AMOUNT		76.72 *	76.72
				TOTAL USE TAX AMOUNT		6.14	
017285/00	TEACHER INNOVATIONS INC						
1083	PO-140967	11/01/2013	218581	1 01-0000-0-5800-236-1110-1000-009-000	NN F	280.80	280.80
				TOTAL PAYMENT AMOUNT		280.80 *	280.80
015018/00	VERHOVETCHI, VEACESLAV						
1152	PO-141001	11/01/2013	TRIP#32 REIMB	1 01-7240-0-5800-112-5001-3600-007-000	NN P	26.07	26.07
1152	PO-141001	11/01/2013	TRIP#7REIMB	1 01-7240-0-5800-112-5001-3600-007-000	NN F	11.44	11.44
				TOTAL PAYMENT AMOUNT		37.51 *	37.51
021453/00	WALCH PUBLISHING						
973	PO-140852	11/01/2013	S317673	1 01-7405-0-4200-103-0000-2130-003-000	NN F	166.32	154.00
				TOTAL PAYMENT AMOUNT		154.00 *	154.00
016457/00	WESTERN STATES FIRE						
43	PO-140039	11/01/2013	536251	1 01-8150-0-5600-106-0000-8110-007-000	NN P	210.00	210.00
				TOTAL PAYMENT AMOUNT		210.00 *	210.00

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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	rep dep T9MP	Liq Amt	Net Amount
-----								
017313/00	XEROX							
1	PO-140001	11/01/2013	07413202	1	01-3010-0-5612-240-1110-1000-011-000	NN P	32.70	32.70
TOTAL PAYMENT AMOUNT							32.70 *	32.70
TOTAL FUND PAYMENT							165,976.38 **	165,976.38
TOTAL USE TAX AMOUNT							132.80	



81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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	rep dep T9MP	Liq Amt	Net Amount
016629/00	ACORN MEDIA						
885 PO-140819	11/01/2013	00032916	1	11-0030-0-4300-601-4130-1000-017-000	NY F	474.68	474.68
TOTAL PAYMENT AMOUNT						474.68 *	474.68
TOTAL FUND PAYMENT						474.68 **	474.68

81 CENTER UNIFIED SCHOOL DIST.  
110113

ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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	rep dep T9MP	Liq Amt	Net Amount
018143/00		CHILD DEVELOPMENT CENTERS INC					
620 PO-140543	11/01/2013	5030-0913	1	12-5025-0-5800-100-8500-1000-005-000	NN P	20,196.62	20,196.62
620 PO-140543	11/01/2013	5030-0913	2	12-6105-0-5800-100-8500-1000-005-000	NN P	21,020.97	21,020.97
TOTAL PAYMENT AMOUNT						41,217.59 *	41,217.59
TOTAL FUND PAYMENT						41,217.59 **	41,217.59

81 CENTER UNIFIED SCHOOL DIST.  
110113

ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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	rep dep T9MP		
020098/00	BIG TRAY						
388 PO-140350	11/01/2013	743348/712800/CM	1	13-5310-0-4400-108-0000-3700-007-000	NN P	581.96	581.96
388 PO-140350	11/01/2013	743458	1	13-5310-0-4400-108-0000-3700-007-000	NN P	46.44	46.44
TOTAL PAYMENT AMOUNT				628.40 *			628.40
011205/00	CULTURE SHOCK YOGURT						
562 PO-140499	11/01/2013	1638	1	13-5310-0-4700-108-0000-3700-007-000	NN P	252.00	252.00
TOTAL PAYMENT AMOUNT				252.00 *			252.00
021080/00	ED JONES FOOD SERVICE INC						
384 PO-140346	11/01/2013	162040	1	13-5310-0-4700-108-0000-3700-007-000	NN P	4,317.44	4,317.44
TOTAL PAYMENT AMOUNT				4,317.44 *			4,317.44
016279/00	P&R PAPER SUPPLY						
395 PO-140357	11/01/2013	N73216-00	1	13-5310-0-4300-108-0000-3700-007-000	NN P	815.90	815.90
TOTAL PAYMENT AMOUNT				815.90 *			815.90
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
387 PO-140349	11/01/2013	180167951	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.11	77.11
387 PO-140349	11/01/2013	180168472	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.11	77.11
TOTAL PAYMENT AMOUNT				154.22 *			154.22
021498/00	SNA						
1100 PO-140969	11/01/2013	SNA MEMB#537869	1	13-5310-0-5200-108-0000-3700-007-000	NN F	111.75	111.75
TOTAL PAYMENT AMOUNT				111.75 *			111.75
016174/00	VALLE, ANDREW						
1081 PO-140945	11/01/2013	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	10.00	10.00
TOTAL PAYMENT AMOUNT				10.00 *			10.00

81 CENTER UNIFIED SCHOOL DIST.  
110113

ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
FUND : 13 CAFETERIA 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	rep dep T9MP	Liq Amt	Net Amount
011307/00	VILLEGAS, LILLIAN NESOM						
1080 PO-140944	11/01/2013	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	53.00	53.00
TOTAL PAYMENT AMOUNT						53.00 *	53.00
016262/00	YOUNG, JO ANNE						
1073 PO-140943	11/01/2013	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	37.75	37.75
TOTAL PAYMENT AMOUNT						37.75 *	37.75
TOTAL FUND PAYMENT						6,380.46 **	6,380.46

81 CENTER UNIFIED SCHOOL DIST.  
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ACCOUNTS PAYABLE PRELIST  
BATCH: 0033 11/04/2013  
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
				rep	dep	T9MP	Liq Amt	Net Amount
015121/00	B.J. FLOORING INC							
860 PO-140786	11/01/2013	2009210	1	14-0024-0-5600-106-9611-8110-007-000	NN	F	1,164.00	1,164.00
861 PO-140787	11/01/2013	2009213	1	14-0024-0-5600-106-9611-8110-007-000	NN	F	1,846.00	1,846.00
862 PO-140788	11/01/2013	2009212	1	14-0024-0-5600-106-9611-8110-007-000	NN	F	1,945.00	1,945.00
863 PO-140789	11/01/2013	2009211	1	14-0024-0-5600-106-9611-8110-007-000	NN	F	1,261.00	1,261.00
TOTAL PAYMENT AMOUNT				6,216.00	*			6,216.00
016043/00	SHELTONS UNLIMITED MECHANICAL							
1103 PO-140955	11/01/2013	13-13107	1	14-0024-0-5600-106-9607-8110-007-000	NY	F	3,550.00	3,550.00
TOTAL PAYMENT AMOUNT				3,550.00	*			3,550.00
TOTAL FUND PAYMENT				9,766.00	**			9,766.00
TOTAL BATCH PAYMENT				223,815.11	***	0.00		223,815.11
TOTAL USE TAX AMOUNT				132.80				
TOTAL DISTRICT PAYMENT				223,815.11	****	0.00		223,815.11
TOTAL USE TAX AMOUNT				132.80				
TOTAL FOR ALL DISTRICTS:				223,815.11	****	0.00		223,815.11
TOTAL USE TAX AMOUNT				132.80				

Number of warrants to be printed: 83, not counting voids due to stub overflows.

***Center Joint Unified School District***

<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b> Personnel Department	
<b>Date:</b> November 20, 2013	<b>Action Item</b>
<b>To:</b> Board of Trustees	<b>Information Item</b> <u>  X  </u>
<b>From:</b> David Grimes  Director of Personnel/Student Services	<b># Attached Pages</b>

**SUBJECT: CSEA 2013/2014 Sunshine Proposal Articles**

CSEA and CJUSD are submitting the following articles to be negotiated during the 2013-2014 school year:

**CSEA**

- Article XIX – Wages, increase COLA with availability of funds
- Article XX – Health & Welfare Benefits, increase District portion
- New Article – Disciplinary Procedures
- New Article – Classification/Reclassification Procedures

**CJUSD**

- Article XIV - Leaves

**RECOMMENDATION:**

*Center Joint Unified School District***AGENDA REQUEST FOR:****Dept./Site:** Superintendent's Office**Action Item**     X    **To:** Board of Trustees**Information Item**           **Date:** November 20, 2013**# Attached Pages**           **From:** Scott A. Loehr, Superintendent**Principal/Administrator Initials:**           **SUBJECT: Schedule Annual Organizational Meeting of the Board**

Education Code §35143 requires governing boards to set an annual organizational meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." (Board members are seated the *first Friday* of December following the November election [Education Code §5017]) That 15-day period for 2013 is December 6-20.

It is recommended that this be scheduled during our Regular Board Meeting on Wednesday, December 11, 2013 at 6:00 p.m. in Room 503 - District Board Room, located at Wilson C. Riles Middle School.

**RECOMMENDATION:** The Center Joint Unified School District Board of Trustees approve the scheduling of the Annual Organizational Meeting of the Board to occur on Wednesday, December 11, 2013 at 6:00 p.m. in the District Board Room (Room 503), located at Wilson C. Riles Middle School.


# Sacramento Office of Education County

10474 Mather Boulevard  
P.O. Box 269003  
Sacramento, CA 95826-9003  
(916) 228-2500

www.scoo.net

## Memorandum

TO: District Superintendents

FROM: David W. Gordon, County Superintendent 

DATE: October 11, 2013

**SUBJECT: ANNUAL ORGANIZATIONAL MEETING FOR GOVERNING BOARDS**

Under the provisions of Education Code §35143, your governing board is required to set an annual organizational meeting "within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar." (Board members are seated the *first Friday* of December following the November election [Education Code §5017])

<p><b>The 15-day period for 2013 is:</b></p> <p><b>December 6 – 20</b></p>
--

The day and time of the annual meeting are to be selected by your governing board at its regular meeting held (in November) *immediately prior to the first day of such 15-day period*, and the board shall notify the County Superintendent of Schools of the day and time selected.

Following your regular meeting held immediately prior to December 6, please complete and return the enclosed form, notifying us of the date and time of your organizational meeting.

**NOTE:** Education Code §35143 requires the County Superintendent of Schools to designate the date and time for the annual organizational meeting if your Board fails to do so. Therefore, it is important that we receive this form no later than 5:00 p.m. on November 22, 2013. If necessary, please send the form to us via fax at 916.228.2403.

After your organizational meeting has been held, please have the enclosed "Certificate of Election of Board President, Clerk and Board Representative" (**yellow form**) completed, signed, and forwarded to this office. If you have any questions, please call Carla Miller at 916.228.2410.

Enclosures



### **Education Code Section 35143**

The governing board of each school district shall hold an annual **organizational meeting**. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.

**Organizational meetings** in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

## SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: David W. Gordon, County Superintendent  
Sacramento County Office of Education  
P.O. Box 269003  
Sacramento, CA 95826-9003

FROM: \_\_\_\_\_ District

The annual organizational meeting of this district has been set for:

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

Time: \_\_\_\_\_

Place: \_\_\_\_\_

This action was taken during the regular meeting *immediately preceding* December 6, 2013.

I hereby certify that 15 days prior to this date all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PLEASE NOTE:** If this form is not received by the County Superintendent of Schools by 5:00 p.m. on November 22, 2013, the County Superintendent shall set the date and time of the annual organizational meeting as required by Education Code §35143.

*Center Joint Unified School District*

## AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item   X  

To: Board of Trustees

Information Item           

Date: November 20, 2013

# Attached Pages   8  

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:                     **SUBJECT: CSBA Delegate Assembly Nominations**

Nominations will be accepted until Monday, January 7, 2014. Any CSBA member board is eligible to nominate board members within their geographical region or subregion. Each board may nominate as many individuals as it chooses. The subregion for CJUSD is 6-B.

**RECOMMENDATION:**



California School Boards Association

November 1, 2013

**TIME SENSITIVE, REQUIRES BOARD ACTION**  
**DEADLINE Tuesday, January 7, 2014**  
*Please deliver to all members of the governing board.*

## MEMORANDUM

To: All Board Presidents, Superintendents and CSBA Member Boards of Education

From: Cindy Marks, President

Re: Call for Nominations for CSBA Delegate Assembly

---

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. **Nomination and Candidate Biographical Sketch forms for CSBA's Delegate Assembly are now being accepted until Tuesday, January 7, 2014.** All forms and information related to the election process are available to download from the CSBA website at [www.csba.org/AboutCSBA/Leadership.aspx](http://www.csba.org/AboutCSBA/Leadership.aspx).

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must give their approval prior to being nominated to CSBA's Delegate Assembly.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form and an optional one-page, one-sided résumé, (résumé cannot be substituted for the candidate biographical sketch form).
- All nomination materials must be postmarked or faxed no later than **Tuesday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.
- Delegates serve two-year terms beginning April 1, 2014 through March 31, 2016.
- There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November or December.

For further information about the Delegate Assembly, please contact CSBA's Leadership Services department at (800) 266-3382. You may download the following forms and find more information at [www.csba.org/AboutCSBA/Leadership.aspx](http://www.csba.org/AboutCSBA/Leadership.aspx). Thank you.

- ❖ Nomination Form
- ❖ Candidate's Biographical Sketch Form
- ❖ Important Dates
- ❖ List of all Delegates whose term expires in 2014
- ❖ Alphabetical List of Districts and County offices
- ❖ FAQ



## 2014 Delegate Assembly Nomination Form

**DUE: Tuesday, January 7, 2014 (U.S.P.S.)**

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

CSBA Region/subregion # \_\_\_\_ / \_\_\_\_

The Board of Education of the \_\_\_\_\_  
(Nominating School District or COE)

wishes to nominate: \_\_\_\_\_  
(Nominee)

The nominee is a member of the \_\_\_\_\_  
(Nominee's School District or COE)

which is a member of the California School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- ☐ The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** The nomination and candidate biographical sketch forms must be returned and faxed to (916) 371-3407 or mailed to CSBA, Attn: Leadership Services, 3251 Beacon Blvd., West Sacramento, CA 95691 and U.S.P.S. no later than Tuesday, January 7, 2014. Forms postmarked or faxed after Tuesday, January 7 cannot be accepted. Please contact CSBA Leadership Services at (800) 266-3382 should you have any questions. Thank you.

# 2014 Delegate Assembly Candidate Biographical Sketch Form



**DUE: Tuesday, January 7, 2014 (U.S.P.S.)**

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this required one page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted.

Name: _____	CSBA Region: _____
District or COE: _____	Years on board: _____
Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: \_\_\_\_\_

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

## ALL DELEGATES WHOSE TERM EXPIRES IN 2014

Below are the names of Delegates *whose term expires in 2014* and are up for re-election or re-appointment. (♦) denotes appointed Delegates. *Nomination and Candidate Biographical sketch forms are due Tuesday, January 7, 2014.*

### **REGION 1 - Counties: Del Norte, Humboldt, Lake, Mendocino**

#### ***Subregion 1-A (Del Norte, Humboldt)***

Ronan Collver (Fortuna Union HSD)

#### ***Subregion 1-B (Lake, Mendocino)***

Kathy James (Ukiah USD)

### **REGION 2 - Counties: Lassen, Modoc, Plumas, Shasta, Siskiyou, Trinity**

#### ***Subregion 2-C (Lassen, Plumas)***

Ken Theobald (Lassen Union HSD)

#### ***County***

Brenda Duchi (Siskiyou COE)

### **REGION 3 - Counties: Marin, Napa, Solano, Sonoma**

#### ***Subregion 3-A (Sonoma)***

Ed Gilardi (Cotati-Rohnert Park USD)

#### ***Subregion 3-C (Solano)***

Patricia Shamansky (Fairfield-Suisun USD)

#### ***Subregion 3-D (Marin)***

Linda M. Jackson (San Rafael City Schools)

### **REGION 4 - Counties: Butte, Colusa, Glenn, Nevada, Placer, Sierra, Sutter, Tehama, Yuba**

#### ***Subregion 4-A (Glenn, Tehama)***

Barbara McIver (Red Bluff Joint Union HSD)

#### ***Subregion 4-C (Colusa, Sutter, Yuba)***

Jim Flurry (Marysville Joint USD)

#### ***Subregion 4-D (Nevada, Placer, Sierra)***

Lynn MacDonald (Placer Union HSD)

#### ***County***

Lynn Oliver (Placer COE)

### **REGION 5 - Counties: San Francisco, San Mateo**

#### ***Subregion 5-A (San Francisco)***

Matt Haney (San Francisco County & USD)♦

#### ***Subregion 5-B (San Mateo)***

Marc Friedman (San Mateo Union HSD)

Alisa MacAvoy (Redwood City ESD)

Chris Thomsen (Sequoia Union HSD)

### **REGION 6 - Counties: Alpine, Amador, El Dorado, Mono, Sacramento, Yolo**

#### ***Subregion 6-A (Yolo)***

Susan Lovenburg (Davis Joint USD)

#### ***Subregion 6-B (Sacramento)***

Linda Fowler (Twin Rivers USD)

Lucinda Luttgen (San Juan USD)♦

Bobbie Singh-Allen (Elk Grove USD)♦

Teresa Stanley (Folsom-Cordova USD)

Darrel H. Woo (Sacramento City USD)♦

VACANT (Two-Year Term)

#### ***Subregion 6-C (Alpine, Amador, El Dorado, Mono)***

Misty DiVittorio (Placer Union ESD)

#### ***County***

Bill Owens (Yolo COE)

### **REGION 7 - Counties: Alameda, Contra Costa**

#### ***Subregion 7-A (Contra Costa)***

Kathi McLaughlin (Martinez USD)

Jerrold Parsons (John Swett USD)

Raymond Valverde (Liberty Union HSD)

#### ***Subregion 7-B (Alameda)***

Valerie Arkin (Pleasanton USD)

Janice Friesen (Castro Valley USD)

Jamie Hintzke (Pleasanton USD)

David Kakishiba (Oakland USD)♦

Anne White (Livermore Valley Joint USD)

### **REGION 8 - Counties: Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne**

#### ***Subregion 8-A (San Joaquin)***

Gloria J. Allen (Stockton USD)♦

Diana Machado (Linden USD)

Van-Ha To-Cowell (Lincoln USD)

Ralph M. Womack (Lodi USD)

#### ***Subregion 8-C (Stanislaus)***

Faye Lane (Ceres USD)

#### ***Subregion 8-D (Merced)***

Ida M. Johnson (Merced Union HSD)

#### ***County***

Juliana Feriani (Tuolumne COE)

## ALL DELEGATES WHOSE TERM EXPIRES IN 2014

### **REGION 9 - Counties: Monterey, San Benito, San Luis Obispo, Santa Cruz**

#### ***Subregion 9-A (San Benito, Santa Cruz)***

Cynthia Hawthorne (Santa Cruz City Schools)

Kathleen Ritchie (San Lorenzo Valley USD)

#### ***Subregion 9-B (Monterey)***

Bettye L. Lusk (Monterey Peninsula USD)

#### ***Subregion 9-C (San Luis Obispo)***

Mark Buchman (San Luis Coastal USD)

### **REGION 10 - Counties: Fresno, Kings, Madera**

#### ***Subregion 10-B (Fresno)***

Gilbert F. Coelho (Firebaugh-Las Deltas USD)

Carol Mills (Fresno USD)♦

Betsy J. Sandoval (Clovis USD)

Norman Saude (Sierra USD)

#### ***Subregion 10-C (Kings)***

Karen Frey (Corcoran Joint USD)

#### ***County***

Barbara Thomas (Fresno COE)

### **REGION 11 - Counties: Santa Barbara, Ventura & Las Virgenes USD**

#### ***Subregion 11-A (Santa Barbara)***

Jack C. Garvin (Santa Maria Joint Union HSD)

#### ***Subregion 11-B (Ventura County and Las Virgenes USD)***

Darlene A. Bruno (Hueneme ESD)

Rob Collins (Simi Valley USD)

Ana Del Rio-Barba (Oxnard ESD)

Sepideh Yeoh (Oak Park USD)

### **REGION 12 - Counties: Kern, Tulare**

#### ***Subregion 12-A (Tulare)***

Donna S. Martin (Visalia USD)

Richard Morris (Porterville USD)

#### ***Subregion 12-B (Kern)***

William H. Farris (Sierra Sands USD)

Scott Starkey (Southern Kern USD)

#### ***County***

Donald P. Cowan (Kern COE)

### **REGION 15 - Counties: Orange County and Lowell Jt. USD**

Dana Black (Newport-Mesa USD)

Tammie Bullard (Tustin USD)

Meg Cutuli (Los Alamitos USD)

Judy Franco (Newport-Mesa USD)

Cecilia Iglesias (Santa Ana USD)♦

Kathryn A. Moffat (Orange USD)

Lan Q. Nguyen (Garden Grove USD)♦

Anna L. Piercy (Anaheim Union HSD)♦

Don Sedgwick (Saddleback Valley USD)

Michael Simons (Huntington Beach Union HSD)

Sharon Wallin (Irvine USD)

### **REGION 16 - Counties: Inyo, San Bernardino**

#### ***Subregion 16-B (San Bernardino)***

Ayanna Blackmon-Balogun (Fontana USD)♦

Barbara J. Dew (Victor Valley Union HSD)

Cathline Fort (Etiwanda ESD)

Pat Kohlmeier (Redlands USD)

Karen S. Morgan (Victor ESD)

Caryn Payzant (Alta Loma ESD)

Lynda Savage (San Bernardino City USD)♦

Jane D. Smith (Yucaipa-Calimesa Joint USD)

Donna West (Redlands USD)

#### ***County***

Mark A. Sumpter (San Bernardino COE)

### **REGION 17 - County: San Diego**

Elvia Aguilar (South Bay Union SD)

Barbara Avalos (National SD)

Marissa A. Bejarano (Chula Vista ESD)

Scott Barnett (San Diego USD)♦

Katie Dexter (Lemon Grove SD)

Barbara Groth (San Dieguito Union HSD)

Adrianne Hakes (Oceanside USD)

Elizabeth Jaka (Vista USD)

Bertha Lopez (Sweetwater Union HSD)♦

Jay Petrek (San Marcos USD)

Richard Smith (Bonsall Union ESD)



### **REGION 18 - Counties: Imperial, Riverside**

#### ***Subregion 18-A (Riverside)***

Jerry Bowman (Menifee Union ESD)  
Stanley Crippen (Lake Elsinore USD)  
Tom Elliott (Perris ESD)  
Tom Hunt (Riverside USD)♦  
Ben Johnson, II (Alvord USD)  
Marla Kirkland (Val Verde USD)  
William Sanborn (Hemet USD)  
Waymond Sawyerr (Val Verde USD)  
Cathy L. Sciortino (Corona-Norco USD)♦

#### ***Subregion 18-B (Imperial)***

Frances A. Terrazas (El Centro ESD)

#### ***County***

Susan Manger (Imperial COE)

### **REGION 20 - County: Santa Clara**

Robert Benevento (Morgan Hill USD)  
Frank Biehl (East Side Union HSD)  
Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD)  
Judy Hannemann (Mountain View-Los Altos Un. HSD)  
Pamela Parker (Campbell Union HSD)

### **REGION 21 - County: Los Angeles**

Rudell Freer (Los Angeles COE)

### **REGION 22 – Los Angeles County: North Los Angeles**

Gwendolyn Farrell (Westside Union ESD)  
Victor Torres (Castaic Union SD)  
Donita J. Winn (Antelope Valley Union HSD)

#### ***County***

Julia Hover-Smoot (Santa Clara COE)

### **REGION 23 – Los Angeles County: San Gabriel Valley and East Los Angeles**

#### ***Subregion 23-A***

Kenneth Bell (Duarte USD)  
Bob Bruesch (Garvey ESD)  
Elizabeth Pomeroy (Pasadena USD)

#### ***Subregion 23-B***

Gilbert G. Garcia (Rowland USD)  
Gerri Guzman (Montebello USD)♦

#### ***Subregion 23-C***

Xilonin Cruz-Gonzalez (Azusa USD)  
Rosemary Garcia (Azusa USD)  
Joseph Probst (Charter Oak USD)

### **REGION 24 – Los Angeles County: Southwest Crescent**

Darryl R. Adams (Norwalk-La Mirada USD)  
Leighton Anderson (Whittier Union HSD)  
Eugene M. Krank (Hawthorne SD)  
Sylvia V. Macias (South Whittier ESD)  
John McGinnis (Long Beach USD)♦  
Ann M. Phillips (Lawndale ESD)  
Carol Raines-Brown (Inglewood USD)  
Emma Sharif (Compton USD)  
VACANT (Two-Year Term)



## **IMPORTANT DELEGATE NOMINATION AND ELECTION DEADLINES**

### **Important 2014 Dates to keep in mind:**

- Tuesday, January 7: U.S.P.S. or fax deadline for ***required*** Nomination and Candidate Biographical Sketch Forms
- By Saturday, February 1: Ballots mailed to Member Boards
- February 1 – March 17: Boards vote for Delegates
- Monday, March 17: Deadline for the ballots to be returned to CSBA (U.S.P.S. ONLY)
- By Monday, March 31: Ballots to be tallied
- By Tuesday, April 1: Election results, except for run-offs, will be posted on CSBA's Web site
- Wednesday, April 30: Deadline for run-off ballots (U.S.P.S. ONLY)

### **Delegate Assembly Meeting Dates in 2014**

- Saturday, May 17 – Sunday, May 18: Delegate Assembly meeting in Sacramento.
- Saturday, December 13 – Sunday, December 14: Delegate Assembly meeting in San Francisco.



## **Frequently Asked Questions regarding Delegate Assembly Nominations and Elections**

**Who is eligible to serve on Delegate Assembly?** To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

**What is the term of office to serve on Delegate Assembly?** The term of office for each Delegate is two years from April 1, 2014 through March 31, 2016. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

**How is a board member nominated to serve on the Delegate Assembly?** A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes. It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

**What does a nomination consist of?** A nomination consists of a completed signed nomination form and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may also be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

**When are the nomination and biographical sketch forms due?** It is critical that nominations and candidate biographical sketch forms be delivered to the CSBA office, by fax or mail U.S.P.S. on or before **Tuesday, January 7, 2014**.

**How are nominees elected to serve on Delegate Assembly?** Ballots are mailed by February 1 to each district or county board within the region or subregion which has a vacancy. Ballots must be delivered to CSBA U.S.P.S. by Monday, March, 17 in order to be accepted. Ballots may not be faxed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

**What are the required Delegate Assembly meeting dates?** There are two Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade Show in November/December.

**Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings?** No, CSBA is not able to cover expenses.

For additional information, please contact the Leadership Services department at (800) 266-3382.

# Center Joint Unified School District

<b>AGENDA REQUEST FOR:</b>	
<b>Dept./Site:</b> Superintendent's Office	<b>Action Item</b> <u>  X  </u>
<b>To:</b> Board of Trustees	<b>Information Item</b> <u>          </u>
<b>Date:</b> November 20, 2013	<b># Attached Pages</b> <u>          </u>
<b>From:</b> Scott A. Loehr, Superintendent	
<b>Principal/Administrator Initials:</b> <u>                    </u>	

<b>SUBJECT:</b> First Reading: Board Policies/Regulations/Exhibits (10/13)	
Add BP/AR 0460	Local Control and Accountability Plan
Revise BP 0500	Accountability
Revise BP/AR 3100	Budget
<p><b>RECOMMENDATION:</b> CJUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.</p>	

# Add

## Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0460(a)

### LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: The following optional policy reflects Education Code 52060-52077, as added by AB 97 (Ch. 47, Statutes of 2013), which require the Governing Board to adopt a three-year local control and accountability plan (LCAP) by July 1, 2014, and to update the LCAP on or before July 1 of each subsequent year. SB 97 (Ch. 357, Statutes of 2013) subsequently amended some of these provisions.

The Governing Board desires to ensure the most effective use of available state funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions aligned with state and local priorities and to facilitate continuous improvement of district practices.

*(cf. 0000 - Vision)*

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

Note: Pursuant to Education Code 52060, the LCAP must include goals and actions aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of the local control funding formula); and (8) student outcomes in the specified course of study. Education Code 52064 requires the State Board of Education (SBE) to provide a template for the LCAP on or before March 31, 2014. See the accompanying administrative regulation for further information about the required content of the LCAP.

The Board shall adopt a districtwide local control and accountability plan (LCAP), using the template provided by the State Board of Education, which addresses the state priorities specified in Education Code 52060. The LCAP shall be effective for three years and shall be updated on or before July 1 of each year. (Education Code 52060)

Note: Education Code 52060 provides that, in addition to addressing the state priorities in the LCAP, the district may establish and address local priorities. The following paragraph may be revised to reflect any local priorities. Examples include priorities for student wellness and other conditions of children, professional development, community involvement, and effective governance and leadership.

In addition, the LCAP shall address any local priorities adopted by the Board.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

*Unduplicated students* include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Language Learners)*

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: Education Code 52062 requires the district to ensure that the specific actions included in the LCAP or the annual update are consistent with strategies in the single plan for student achievement (SPSA) submitted by each school pursuant to Education Code 64001; see BP/AR 0420 - School Plans/Site Councils for SPSA requirements. In addition, pursuant to Education Code 52064, the SBE is required to take steps to minimize duplication of effort at the local level to the extent possible. The LCAP template developed by the SBE must allow districts to complete a single plan that meets the requirements for the LCAP and the Title I local educational agency plan required by 20 USC 6312 (see BP/AR 6171 - Title I Programs).

To minimize duplication of effort and provide clear direction for program implementation, the LCAP and other district and school plans shall be aligned to the extent possible.

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0440 - District Technology Plan)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 7110 - Facilities Master Plan)*

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP or the annual update are consistent with strategies included in the SPSA. (Education Code 52062)

*(cf. 0420 - School Plans/Site Councils)*

Note: Pursuant to Education Code 52075, the district is required to establish policies and procedures, on or before June 30, 2014, implementing uniform complaint procedures for complaints that the district has not complied with LCAP requirements; see AR 1312.3 - Uniform Complaint Procedures.

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

### Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: Education Code 52060, as amended by SB 97 (Ch. 357, Statutes of 2013), requires consultation on plan development with all of the following groups. The law does not specify a timeline or method for such consultation. Examples of consultation may include the establishment of an advisory committee consisting of representatives of all the specified groups, solicitation of feedback from the groups after a draft plan is available, discussion of the LCAP at staff meetings, and communication with parent organizations, student councils, school site councils, or other established committees or organizations. The Board may delegate responsibility for arranging meetings and other input opportunities to the Superintendent or designee. The district may expand the following paragraph to reflect district practice.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. (Education Code 52060)

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 4140/4240/4340 - Bargaining Units)*  
*(cf. 4143/4243 - Negotiations/Consultation)*  
*(cf. 6020 - Parent Involvement)*

### Public Review and Input

Note: Pursuant to Education Code 52063, the Board is required to establish a parent advisory committee that includes parents/guardians of unduplicated students. In addition, if district enrollment includes at least 15 percent English learners and at least 50 students who are English learners, the Board is required to establish an English learner parent advisory committee.

The district may use existing parent advisory committees for these purposes if the committee composition complies with Education Code 52063. However, the district should consider whether such opportunities need to be expanded to achieve significant levels of stakeholder involvement in the planning process as intended by the law.

The Board shall establish the following committee(s) to review and comment on the LCAP: (Education Code 52063)

1. A parent advisory committee including at least one parent/guardian of unduplicated students as defined above

Note: Item #2 may be deleted if district enrollment does not include at least 15 percent English learners and at least 50 students who are English learners.

2. An English learner parent advisory committee whenever district enrollment includes at least 15 percent English learners and at least 50 students who are English learners

The Superintendent or designee shall present the LCAP or the annual update to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: Education Code 52062 requires notification to the public of the opportunity to submit written comments on the proposed LCAP, including notification in the primary language of parents/guardians when required by Education Code 48985. Pursuant to Education Code 48985, whenever 15 percent or more of the students in a school speak a single primary language other than English, notifications sent to parents/guardians of such students must be written in the primary language as well as in English; see BP 5145.6 - Parental Notifications.

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update to the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP or the annual update shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

Note: Pursuant to Education Code 42127, as amended by AB 97 (Ch. 47, Statutes of 2013) and SB 97 (Ch. 357, Statutes of 2013), for the 2014-15 fiscal year and each fiscal year thereafter, the Board must not adopt a district budget until the LCAP or an annual update to the LCAP is in place for the budget year; see BP 3100 - Budget. The budget must include the expenditures necessary to implement the plan that is effective during the subsequent fiscal year. If it does not, the County Superintendent of Schools must disapprove the district's budget.

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or the annual update. The public hearing shall be held at the same meeting as the public hearing required prior to the adoption of the district budget in accordance with Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

*(cf. 3100 - Budget)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 9320 - Meetings and Notices)*

### Adoption of the Plan

Prior to adopting the district budget, but at the same public meeting, the Board shall adopt the LCAP or the annual update. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)



## LOCAL CONTROL AND ACCOUNTABILITY PLAN

### Submission of Plan to County Superintendent of Schools

Note: Education Code 52070 requires the district to submit the LCAP and the annual update to the County Superintendent. The County Superintendent may seek written clarification of the contents of the plan and may submit recommendations for amendments, in accordance with the timelines specified in law as provided below. He/she is required to approve the LCAP or the annual update on or before October 8 if he/she determines that (1) the LCAP adheres to the SBE template; (2) the district budget includes expenditures sufficient to implement the specific actions and strategies in the LCAP; and (3) as amended by SB 97 (Ch. 357, Statutes of 2013), the LCAP or annual update adheres to supplemental and concentration grant expenditure requirements specified in Education Code 42238.07 for unduplicated students.

Pursuant to Education Code 52064, the district is not required to submit the LCAP or annual update to the SBE unless otherwise required by federal law.

Not later than five days after adoption of the LCAP or the annual update to the LCAP, the Board shall file the LCAP or the annual update with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP or the annual update, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

### Monitoring Progress

Note: The following **optional** paragraph may be revised to reflect the district's timeline for reviewing evaluations of the progress and effectiveness of strategies included in the LCAP. Such reports should be provided to the Board in sufficient time to allow for any necessary changes in the annual update to the LCAP by July 1 of each year, as required by Education Code 52060-52061.

Pursuant to Education Code 52064.5, the SBE is required to adopt evaluation rubrics by October 1, 2015, to assist districts in evaluating their strengths, weaknesses, and areas that require improvement. The rubrics will include all of the state priorities described in Education Code 52060 and the SBE standards for district and school performance and expectations for improvement in regard to those state priorities.

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

*(cf. 0500 - Accountability)*

## **LOCAL CONTROL AND ACCOUNTABILITY PLAN**

### **Technical Assistance/Intervention**

Note: Pursuant to Education Code 52071, the Board may, at its discretion and at the district's expense, request technical assistance as described in items #1-3 below. In addition, the County Superintendent is required to provide such technical assistance whenever he/she does not approve the district's LCAP or annual update to the LCAP and/or the district fails to improve student achievement across more than one state priority described in Education Code 52060, as determined using the SBE evaluation rubric.

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

Note: Education Code 52072 provides that the Superintendent of Public Instruction (SPI), with approval of the SBE, may intervene when a district meets both of the following criteria: (1) the district did not improve the outcomes for three or more student subgroups identified pursuant to Education Code 52052, or all of the student subgroups if the district has fewer than three subgroups, in regard to more than one state or local priority in three out of four consecutive school years; and (2) the California Collaborative for Educational Excellence (CCEE) has provided advice and assistance to the district and submits a finding that the district failed or is unable to implement the CCEE's recommendations or that the district's inadequate performance is so persistent or acute as to require intervention. For any district identified as needing intervention, the SPI or an academic trustee appointed by the SPI may, with approval of the SBE, take one or more of the actions listed in items #1-3 below.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

2. Revision of the district's budget in accordance with changes in the LCAP
3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

### *Legal Reference:*

#### EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair

41020 Audits

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

60811.3 Assessment of language development

64001 Single plan for student achievement

99300-99301 Early Assessment Program

#### UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

### *Management Resources:*

#### CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, November 2013

Local Control Funding Formula 2013, Governance Brief, August 2013

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

# Add

## Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0460(a)

### LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: Education Code 52060-52077, as added by AB 97 (Ch. 47, Statutes of 2013), requires the Governing Board to adopt a three-year local control and accountability plan (LCAP) by July 1, 2014, and to update the LCAP on or before July 1 of each subsequent year.

#### Content of the Plan

Note: Education Code 52060 requires that the LCAP include annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, when there are at least 30 students in the subgroup (or at least 15 foster youth) in the school or district. For schools or districts with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction (SPI) with approval by the State Board of Education (SBE).

In addition, several state priorities address programs and services for "unduplicated students." For purposes of supplemental and concentration grants allocated through the local control funding formula, "unduplicated students" are defined by Education Code 42238.02 as students eligible for free or reduced-price meals, English learners, and foster youth; see the accompanying Board policy.

The district's local control and accountability plan (LCAP) shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth. The LCAP shall identify goals for each of the following state priorities:

- a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3517 - Facilities Inspection)*

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

- b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

*(cf. 6011 - Academic Standards)*

*(cf. 6174 - Education for English Language Learners)*

- c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6173.1 - Education for Foster Youth)*

- d. Student achievement, as measured by all of the following as applicable:
  - (1) Statewide assessments of student achievement
  - (2) Academic Performance Index
  - (3) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692
  - (4) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
  - (5) The English learner reclassification rate
  - (6) The percentage of students who have passed an advanced placement examination with a score of 3 or higher
  - (7) The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

*(cf. 0500 - Accountability)*  
*(cf. 6141.5 - Advanced Placement)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program)*  
*(cf. 6178 - Career Technical Education)*

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 5149 - At-Risk Students)*

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

*(cf. 5137 - Positive School Climate)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

*(cf. 6143 - Courses of Study)*

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

Note: In addition to goals aligned with the state priorities described in item #1 above, Education Code 52060 provides that the LCAP may include goals for local priorities established by the Board; see the accompanying Board policy. **Optional** item #2 below may be revised to reflect local priorities.

- 2. Any goals identified for any local priorities established by the Board.

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

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

Note: Education Code 52060 requires that the LCAP include a description of specific actions the district will take each year to achieve the identified goals. As amended by SB 97 (Ch. 357, Statutes of 2013), Education Code 52060 provides that these actions must not supersede the provisions of existing collective bargaining agreements.

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

Note: Pursuant to Education Code 52060, in developing goals and actions for the LCAP, the Board may consider qualitative information, including, but not limited to, the results of school quality reviews conducted pursuant to Education Code 52052. Education Code 52052, as amended by AB 97 (Ch. 47, Statutes of 2013), authorizes the SPI, with approval of the SBE and conditional upon an appropriation in the state budget, to develop and implement a program of school quality reviews that features locally convened panels to visit schools, observe teachers, interview students, and examine student work.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

*(cf. 0510 - School Accountability Report Card)*

### Annual Updates

Note: Pursuant to Education Code 52061, the district is required to update the LCAP on or before July 1, 2015, and each year thereafter.

On or before July 1 of each year, the LCAP shall be updated using the template developed by the SBE and shall include all of the following: (Education Code 52061)

1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Content of the Plan" above

## LOCAL CONTROL AND ACCOUNTABILITY PLAN

2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment

Note: Pursuant to Education Code 52061, as amended by SB 97 (Ch. 357, Statutes of 2013), the annual update to the LCAP must include expenditures for specific actions included in the LCAP and expenditures serving unduplicated students. The expenditures specified in items #3-4 below must be classified in accordance with the California School Accounting Manual.

3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above
4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

### Availability of the Plan

Note: Education Code 52065 requires the district to post its LCAP and annual update or revisions to the LCAP on the district web site. In addition, the County Superintendent of Schools is required to post all district LCAPs, or links to those plans, on the county office of education web site and to transmit all such plans to the SPI, who will then post links to all plans on the California Department of Education web site.

The Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP on the district's web site. (Education Code 52065)

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



**ACCOUNTABILITY**

**Note:** The following **optional** policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 2140 - Evaluation of the Superintendent)*  
*(cf. 3460 - Financial Accountability and Reports)*  
*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4215 - Evaluation/Supervision)*  
*(cf. 4315 - Evaluation/Supervision)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6190 - Evaluation of the Instructional Program)*  
*(cf. 9400 - Board Self-Evaluation)*

**Note:** California's accountability system is based on both state and federal requirements, including the calculation of an Academic Performance Index (API) pursuant to Education Code 52052-52052.1 and a determination as to whether schools and districts make "adequate yearly progress" (AYP) pursuant to 20 USC 6311. Both the API and AYP incorporate multiple measures, including, but not limited to, student performance on statewide assessments. However, as amended by AB 484 (Ch. 489, Statutes of 2013), Education Code 52052 authorizes the State Board of Education to suspend the API in the 2013-14 and 2014-15 school years while the state assessment system is transitioning from the Standardized Testing and Reporting program to the California Measurement of Academic Performance and Progress.

Indicators of district progress in improving student achievement shall include, but are not limited to, the state Academic Performance Index (API) and the measures of "adequate yearly progress" (AYP) required under the federal accountability system.

*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program)*  
*(cf. 6162.52 - High School Exit Examination)*

Alternative schools serving high-risk student populations, including continuation high schools, opportunity schools, and community day schools, shall be subject to an alternative accountability system established by the Superintendent of Public Instruction. (Education Code 52052)

**Note:** Education Code 52052 requires that schools and districts demonstrate comparable improvement in academic achievement by all numerically significant student subgroups, as defined below. AB 97 (Ch. 47, Statutes of 2013) amended Education Code 52052 to add foster youth to the list of student subgroups and to change the definition of "numerically significant."

**ACCOUNTABILITY (continued)**

The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, when the subgroup consists of at least 30 students with a valid test score or 15 foster youth. (Education Code 52052)

Note: The following **optional** paragraph may be revised to reflect district practice. AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 52056, which had required an annual discussion of the results of each school's API ranking at a regularly scheduled Governing Board meeting. Nevertheless, reporting to the public and receiving input from the public are key components of accountability.

Education Code 52060, as added by AB 97 and amended by SB 97 (Ch. 357, Statutes of 2013), requires that the district consult with parents/guardians, students, teachers, principals, administrators, other school personnel, and employee bargaining units in the development of the district's local control and accountability plan (LCAP); see BP 0460 - Local Control and Accountability Plan.

The Superintendent shall provide regular reports to the Board and the public regarding district and school performance. Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of any review and evaluation of district programs and operations and as part of the development or annual update of the local control and accountability plan (LCAP).

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0510 - School Accountability Report Card)*

*(cf. 1100 - Communication with the Public)*

*(cf. 1112 - Media Relations)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 6020 - Parent Involvement)*

Note: Schools are subject to intervention and support based on their API and their ability to meet growth targets established by the State Board of Education; see BP 0520.4 - Quality Education Investment Schools. In addition, a school or district that receives federal Title I funds may be identified for program improvement if it does not meet AYP criteria for two consecutive years within specific areas; see BP/AR 0520.2 - Title I Program Improvement Schools and BP/AR 0520.3 - Title I Program Improvement Districts.

Pursuant to Education Code 52071, as added by AB 97 (Ch. 47, Statutes of 2013), a district will receive technical assistance whenever the County Superintendent of Schools does not approve the district's LCAP or annual update to the LCAP, the district fails to improve student achievement across more than one state priority identified in Education Code 52060, or the district requests technical assistance. AB 97 also added Education Code 52072 which provides that, under specified conditions, the Superintendent of Public Instruction may intervene to revise the district's LCAP or budget and/or to stay or rescind any district action that is preventing the district from improving outcomes for all student subgroups and is not required by a collective bargaining agreement. See BP/AR 0460 - Local Control and Accountability Plan.

**ACCOUNTABILITY (continued)**

Evaluation results may be used as a basis for revising district or school goals, updating the LCAP or other comprehensive plans, identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support and assistance, awarding incentives or rewards, and establishing other performance-based consequences.

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*  
*(cf. 0520.4 - Quality Education Investment Schools)*  
*(cf. 4141/4241 - Collective Bargaining Agreement)*

**Legal Reference:****EDUCATION CODE**

33127-33129 Standards and criteria for fiscal accountability  
 33400-33407 California Department of Education evaluation of district programs  
 44660-44665 Evaluation of certificated employees  
 51041 Evaluation of the educational program  
 52052-52052.1 Academic Performance Index  
 52055.57-52055.59 Districts identified or at risk of identification for program improvement  
 52060-52077 Local control and accountability plan

**CODE OF REGULATIONS, TITLE 5**

1068-1074 Alternative schools accountability model, assessments  
 15440-15463 Standards and criteria for fiscal accountability

**UNITED STATES CODE, TITLE 20**

6311 Accountability, adequate yearly progress  
 6312 Local educational agency plan  
 6316 School and district improvement

**CODE OF FEDERAL REGULATIONS, TITLE 34**

200.13-200.20 Adequate yearly progress  
 200.30-200.53 Program improvement

**Management Resources:****WEB SITES**

CSBA: <http://www.csba.org>  
 California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>  
 U.S. Department of Education: <http://www.ed.gov>

# **Center USD**

## **Board Policy**

### **Accountability**

**BP 0500**

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish systems and processes to monitor results and to evaluate the district's progress toward accomplishing the district's vision and goals.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 0400 - Comprehensive Plans)
- (cf. 2140 - Evaluation of the Superintendent)
- (cf. 3460 - Financial Accountability and Reports)
- (cf. 4115 - Evaluation/Supervision)
- (cf. 4215 - Evaluation/Supervision)
- (cf. 4315 - Evaluation/Supervision)
- (cf. 6011 - Academic Standards)
- (cf. 6141 - Curriculum Development and Evaluation)
- (cf. 6190 - Evaluation of the Instructional Program)
- (cf. 9000 - Role of the Board)
- (cf. 9005 - Governance Standards)
- (cf. 9400 - Board Self-Evaluation)

The Board and the Superintendent shall agree upon appropriate measures of district, school, and student performance and shall establish a schedule for providing regular reports to the Board and the public regarding district progress.

- (cf. 0510 - School Accountability Report Card)
- (cf. 1100 - Communication with the Public)
- (cf. 1112 - Media Relations)

Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of the review and evaluation of district programs and operations.

- (cf. 6020 - Parent Involvement)

Indicators of district progress in improving student achievement shall include, but not be

limited to, the Academic Performance Index (API) established by the state's accountability system and measures of "adequate yearly progress" (AYP) required under the federal accountability system.

(cf. 0520 - Intervention for Underperforming Schools)  
(cf. 0520.1 - High Priority Schools Grant Program)  
(cf. 0520.2 - Title I Program Improvement Schools)  
(cf. 0520.3 - Title I Program Improvement Districts)  
(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - Standardized Testing and Reporting Program)  
(cf. 6162.52 - High School Exit Examination)

Following the annual publication of the API and school rankings by the Superintendent of Public Instruction, the Board shall, at a regularly scheduled meeting, discuss the results of each school's annual ranking. (Education Code 52056)

This discussion shall include an examination of scores from the Standardized Testing and Reporting (STAR) program, by school, grade, and student subgroup, including disaggregated data based on socioeconomic status, race/ethnicity, enrollment in special education, English proficiency, and gender.

(cf. 3553 - Free and Reduced Price Meals)

Evaluation results may be used as a basis for identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support or assistance, awarding incentives or rewards, and establishing other performance-based consequences.

**Legal Reference:**

**EDUCATION CODE**

33127-33129 Standards and criteria for fiscal accountability

33400-33407 CDE evaluation of district programs

44660-44665 Evaluation of certificated employees

51041 Evaluation of the educational program

52050-52059 Public Schools Accountability Act

60640-60649 Standardized Testing and Reporting Program

**CODE OF REGULATIONS, TITLE 5**

15440-15463 Standards and criteria for fiscal accountability

**UNITED STATES CODE, TITLE 20**

6311 Accountability, adequate yearly progress

6312 Local educational agency plan

6316 School and district improvement

**CODE OF FEDERAL REGULATIONS, TITLE 34**

200.13-200.20 Adequate yearly progress

200.30-200.35 Identification of program improvement schools

200.36-200.38 Notification requirements  
200.52-200.53 District improvement

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance

WEB SITES

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

California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

Policy  
adopted: August 16, 2006

CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California

**BUDGET**

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, and comprehensive plans. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*

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

*(cf. 0400 - Comprehensive Plans)*

*(cf. 3000 - Concepts and Roles)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Note: Pursuant to Education Code 42127, as amended by AB 97 (Ch. 47, Statutes of 2013), prior to adopting the district budget for the 2014-15 fiscal year, the Governing Board must adopt a local control and accountability plan (LCAP). Each fiscal year thereafter, the Board must not adopt the district budget until it has an approved LCAP or update to the LCAP that is effective for the budget year. Education Code 52062, added by AB 97, requires that the LCAP or annual update be adopted at the same public meeting during which the Board adopts the budget. See BP/AR 0460 - Local Control and Accountability Plan.

The Board shall adopt the budget only after a local control and accountability plan (LCAP) developed pursuant to Education Code 52060-52077 or an annual update to the LCAP is in place for the budget year. Expenditures necessary to implement the LCAP or the annual update during the subsequent fiscal year shall be included in the budget. (Education Code 42127)

*(cf. 0460 - Local Control and Accountability Plan)*

**Budget Development and Adoption Process**

Note: Education Code 42127 gives districts a choice of budget adoption methods. Under the single budget adoption process (Education Code 42127(i)), the Board must adopt and submit, by July 1, a "final" budget which subsequently may be amended within 45 days after the state budget is adopted and when necessary in response to disapproval of the budget by the County Superintendent of Schools. Under the dual budget adoption process (Education Code 42127(e) and (g)), the budget that the Board adopts by July 1 serves as a "tentative" budget. By September 8, the Board must submit a revised final budget which responds to the County Superintendent's recommendations and reflects changes in projected income or expenditures after July 1.

**BUDGET (continued)**

Education Code 42127 requires districts using the single budget adoption process to notify the County Superintendent of that decision by October 31 of the preceding calendar year. However, according to the California Department of Education's (CDE) budget calendar, this notification should be provided to the County Superintendent along with the unaudited actual data report (see AR 3460 - Financial Reports and Accountability) which may be required sooner than October 31.

**OPTION 1: (Single Budget Adoption Process)**

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year. (Education Code 42127)

**~~OPTION 2: (Dual Budget Adoption Process)~~**

~~The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the dual budget adoption process described in Education Code 42127(e) and (g).~~

Note: The remainder of this section applies to districts that selected either Option 1 or 2 above.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Note: Education Code 42103 and 42127 require a public hearing prior to adoption of the budget and, in the case of the dual budget adoption process, a second public hearing prior to revising the budget; see the accompanying administrative regulation.

The Board encourages public input in the budget development process and shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

Note: Education Code 42126 requires the district's final budget to be submitted to the County Superintendent in a format prescribed by the Superintendent of Public Instruction. The CDE requires districts to use the Standardized Account Code Structure; see the accompanying administrative regulation.



**BUDGET (continued)**

At its discretion, the district may use a different format for communicating the budget to the Board, staff, and public but, according to the CDE, the budget that the Board formally adopts must be in the format that will be submitted to the County Superintendent.

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

**Budget Advisory Committee**

Note: The following optional section is for use by districts that choose to establish a budget advisory committee to provide input during the budget development process. The committee may be appointed by the Superintendent or designee (Option 1), by the Board (Option 2), or may be a Board subcommittee composed exclusively of Board members (Option 3). Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees. Districts should delete or modify the following options as appropriate. See the accompanying administrative regulation for optional language regarding the committee's composition and duties.

This committee is different from the budget review committee that is required in the event that the County Superintendent disapproves the district's budget; see the accompanying administrative regulation.

**OPTION 1:** The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

~~**OPTION 2:** The Board may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.~~

~~**OPTION 3:** The Board may establish a budget subcommittee composed exclusively of Board members.~~

Note: The following paragraph is for use by districts that selected either Option 1, 2, or 3 above.

The committee shall develop recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 3350 - Travel Expenses)*

*(cf. 9130 - Board Committees)*

*(cf. 9140 - Board Representatives)*

**BUDGET (continued)****Budget Criteria and Standards**

Note: Education Code 33129 requires the district to develop its budget and manage its expenditures in keeping with criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in Education Code 33128 and 5 CCR 15440-15451.

Pursuant to Education Code 33128.3, by the 2013-14 fiscal year, districts are required to restore their reserve for economic uncertainty to the level specified in 5 CCR 15450. The CDE's New Requirements for Reporting Fund Balance in Governmental Funds suggests that districts may find it prudent to maintain reserves above the minimum required level; see the section "Fund Balance" below.

AB 97 (Ch. 47, Statutes of 2013) amended Education Code 33127 to require the SBE to revise the state standards and criteria, on or before January 1, 2014, to reflect the requirements of the LCAP pursuant to Education Code 52060-52077. The updated standards and criteria will be applicable to district budgets starting in the 2014-15 school year.

The Superintendent or designee shall develop a district budget in accordance with criteria and standards adopted by the State Board of Education (SBE). (Education Code 33127, 33128, 33128.3, 33129; 5 CCR 15440-15451)

Note: Education Code 42238.02 and 42238.03, as added by AB 97 (Ch. 47, Statutes of 2013), provide supplemental and concentration grants within the local control funding formula for some districts based on the number and concentration of unduplicated counts of students who are eligible for free or reduced-price meals, English learners, and foster youth. Pursuant to Education Code 42238.07, as added by AB 97, the SBE is required to adopt regulations on or before January 31, 2014, governing the expenditure of supplemental and concentration grant funds and requiring districts to increase or improve services for targeted student groups in proportion to the increase in funds through these grants.

The budget shall provide that funding received through state supplemental and concentration grants pursuant to Education Code 42238.02 and 42238.03 shall be used in accordance with regulations adopted by the SBE for schoolwide or districtwide purposes to increase or improve services for students who are English learners, eligible for free or reduced-price meals, and/or foster youth at least in proportion to the increase to the district's revenue generated from such funds. (Education Code 42238.07)

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Language Learners)*

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

*(cf. 2210 - Administrative Discretion Regarding Board Policy)*

*(cf. 3110 - Transfer of Funds)*

**BUDGET (continued)****Fund Balance**

Note: The following optional section should be revised to reflect district practice. Governmental Accounting Standards Board (GASB) Statement 54 addresses the way fund balances (i.e., the gross differences between assets and liabilities reflected on the balance sheet) in governmental funds are reported in external financial reports. Fund balances must be classified as nonspendable, restricted, committed, assigned, and unassigned in accordance with GASB 54 definitions; also see AR 3460 - Financial Reports and Accountability. Pursuant to GASB 54, the Board has sole authority to specify purposes of funds classified as "committed" and also must express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance. The Board may modify the following section to reflect its fund balance policy or may adopt a formal resolution containing the required components.

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.
3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which the Board or its designee intends to use for a specific purpose.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

Note: The remainder of this section is optional. Although not required by GASB 54, the Government Finance Officers Association (GFOA) recommends that public agencies adopt a minimum fund balance

**BUDGET (continued)**

policy that establishes an appropriate level of unrestricted fund balance that will be maintained in the general fund. The GFOA's Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund describes a variety of factors that should be considered when developing a minimum fund balance policy, such as the predictability of its revenue and volatility of its expenditures, perceived exposure to significant one-time outlays, potential drain upon the general fund from other funds as well as the availability of resources in other funds, liquidity of resources, and portion of unrestricted fund balance already committed or assigned for a specific purpose. According to the GFOA, a public agency may deem it appropriate to exclude committed and assigned resources and focus on unassigned fund balance rather than unrestricted fund balance.

The CDE's New Requirements for Reporting Fund Balance in Governmental Funds suggests that a district's fund balance policy should not be limited to the reserve for economic uncertainty and that many districts find it prudent to maintain reserves above the minimum level specified in 5 CCR 15450. The following optional paragraph is based on sample language for non-basic aid districts provided on the CDE's web site and should be revised to reflect district practice. Basic aid districts may choose to adopt the CDE's recommendation that basic aid districts maintain a minimum unassigned fund balance of not less than 15 percent of budgeted general fund expenditures and other financing uses as a reserve for economic uncertainties.

To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board intends to build and maintain a minimum unassigned fund balance which includes a reserve for economic uncertainties equal to at least two months of general fund operating expenditures, ~~or 17 percent of general fund expenditures and other financing uses.~~

Note: The GFOA recommends that the minimum fund policy address both the circumstances under which the unrestricted fund balance can be spent down and the procedure for replenishing deficiencies. The district may revise the following optional paragraph to specify the rate at which the district will attempt to recover the fund balance (e.g., the Board shall develop a plan to recover the fund balance at a rate of at least one percent each year).

If the unassigned fund balance falls below this level due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

**Long-Term Financial Obligations**

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)  
(cf. 4143/4243 - Negotiations/Consultation)

**BUDGET (continued)**

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 7210 - Facilities Financing)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

Note: The following two **optional** paragraphs are for use by districts that provide "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits to retired employees or Board members) and should be revised to reflect district practice; see BP/AR 4154/4254/4354 - Health and Welfare Benefits and BB 9250 - Remuneration, Reimbursement and Other Benefits. CSBA recommends that districts adopt a specific funding strategy for addressing their OPEB obligations. The district may pay the premiums as they fall due ("pay-as-you-go"), but in such a case the district would then accrue a deficit with respect to future retirees which can be expected to grow as a result of an increasing retiree population and increases in benefit costs. Therefore, it is recommended that the district prefund the debt to the extent possible using a method and level to be determined by the Board. For example, the district may contribute a set amount or percentage of the actuarially determined "annual required contributions" to an irrevocable trust or designated fund each year.

Regardless of the funding strategy used by the district, GASB Statement 45 requires the district to report the annual expense of OPEBs and, to the extent that the OPEBs are not prefunded, to report them as a liability on the district's financial statements; see AR 3460 - Financial Reports and Accountability.

CSBA's GASB 45 Solutions program provides access to qualified actuaries and consultants and a GASB 45-compliant trust to prefund future obligations. See CSBA's web site for further information.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Note: The following **optional** paragraph is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See AR 3460 - Financial Reports and Accountability for provisions related to reporting the estimated accrued but unfunded cost of workers' compensation claims based on an actuarial report.

~~When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or~~

**BUDGET (continued)**

~~if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)~~

**Budget Amendments**

Note: The following section is optional and should be revised to reflect district practice.

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:***EDUCATION CODE**

1240 Duties of county superintendent of schools  
 33127-33131 Standards and criteria for local budgets and expenditures  
 35035 Powers and duties of superintendent  
 35161 Powers and duties, generally, of governing boards  
 42103 Public hearing on proposed budget; requirements for content of proposed budget  
 42122-42129 Budget requirements  
 42130-42134 Financial certifications  
 42140-42141 Disclosure of fiscal obligations  
 42238-42251 Apportionments to districts, especially:  
 42238.01-42238.07 Local control funding formula  
 42602 Use of unbudgeted funds  
 42605 Tier 3 categorical flexibility  
 42610 Appropriation of excess funds and limitation thereon  
 45253 Annual budget of personnel commission  
 45254 First year budget of personnel commission  
 52060-52077 Local control and accountability plan

*Legal Reference continued: (see next page)*

**BUDGET (continued)**

*Legal Reference: (continued)*

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

*Management Resources:*

CSBA PUBLICATIONS

Local Control Funding Formula 2013, Governance Brief, August 2013

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013

School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

# **Center USD**

## **Board Policy**

### **Budget**

**BP 3100**

#### **Business and Noninstructional Operations**

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities. The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

- (cf. 0000 - Vision)
- (cf. 3000 - Concepts and Roles)
- (cf. 3300 - Expenditures and Purchases)
- (cf. 3460 - Financial Reports and Accountability)
- (cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

#### **Budget Development and Adoption Process**

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.

- (cf. 9320 - Meetings and Notices)



(cf. 9322 - Agenda/Meeting Materials)  
(cf. 9323 - Meeting Conduct)

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

#### **Budget Advisory Committee**

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The Board may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall develop recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.

(cf. 1220 - Citizen Advisory Committees)  
(cf. 2230 - Representative and Deliberative Groups)  
(cf. 3350 - Travel Expenses)  
(cf. 9130 - Board Committees)  
(cf. 9140 - Board Representatives)

#### **Budget Criteria and Standards**

In developing the district budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. (Education Code 33128.3; 5 CCR 15450)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the

**budget is a realistic plan for district revenues and expenditures.**

**(cf. 2210 - Administrative Discretion Regarding Board Policy)**

**(cf. 3110 - Transfer of Funds)**

#### **Fund Balance**

**The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:**

- 1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.**
- 2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.**
- 3. Committed fund balance includes amounts constrained to specific purposes by the Board.**

**For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.**

- 4. Assigned fund balance includes amounts which the Board or its designee intends to use for a specific purpose.**

**The Board delegates authority to assign funds to the assigned fund balance to the Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements.**

- 5. Unassigned fund balance includes amounts that are available for any purpose.**

**When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.**

#### **Long-Term Financial Obligations**

**The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.**

(cf. 4141/4241 - Collective Bargaining Agreement)  
(cf. 4143/4243 - Negotiations/Consultation)  
(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 7210 - Facilities Financing)  
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

### **Budget Amendments**

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget

adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

**Legal Reference:**

**EDUCATION CODE**

1240 Duties of county superintendent of schools  
33127-33131 Standards and criteria for local budgets and expenditures  
35035 Powers and duties of superintendent  
35161 Powers and duties, generally, of governing boards  
42103 Public hearing on proposed budget; requirements for content of proposed budget  
42122-42129 Budget requirements  
42130-42134 Financial certifications  
42140-42141 Disclosure of fiscal obligations  
42602 Use of unbudgeted funds  
42605 Tier 3 categorical flexibility  
42610 Appropriation of excess funds and limitation thereon  
44518-44519.2 Chief business officer training program  
45253 Annual budget of personnel commission  
45254 First year budget of personnel commission

**GOVERNMENT CODE**

7900-7914 Appropriations limit

**CODE OF REGULATIONS, TITLE 5**

15060 Standardized account code structure  
15440-15451 Criteria and standards for school district budgets

**Management Resources:**

**CSBA PUBLICATIONS**

Maximizing School Board Governance: Budget Planning and Adoption, 2006

Maximizing School Board Governance: Understanding District Budgets, 2006

School Finance CD-ROM, 2005

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

California School Accounting Manual

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**GOVERNMENT FINANCE OFFICERS ASSOCIATION**

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Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis -

**For State and Local Governments, June 1999**

**WEB SITES**

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

**Association of California School Administrators:** <http://www.acsa.org>

**California Department of Education, Finance and Grants:** <http://www.cde.ca.gov/fg>

**California Department of Finance:** <http://www.dof.ca.gov>

**Fiscal Crisis and Management Assistance Team:** <http://www.fcmat.org>

**Government Finance Officers Association:** <http://www.gfoa.org>

**Governmental Accounting Standards Board:** <http://www.gasb.org>

**Legislative Analyst's Office:** <http://www.lao.ca.gov>

**School Services of California, Inc.:** <http://www.sscal.com>

**BUDGET**

**Budget Advisory Committee**

Note: The following optional section is for use by districts that have established a budget advisory committee and have selected either Option 1 or 2 in the "Budget Advisory Committee" section of the accompanying Board policy.

Membership of the district's budget advisory committee may include representatives of each of the following groups:

1. Governing Board members, provided that less than a majority of the Board serves on the committee

*(cf. 9140 - Board Representatives)*

2. District and school site administrators
3. Representatives of bargaining units
4. Certificated and/or classified staff
5. Parents/guardians
6. Representatives of the business community and/or other community members
7. Students

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 9130 - Board Committees)*

Note: The remainder of this section details the duties of the budget advisory committee and is for use by districts that selected either Option 1, 2, or 3 in the "Budget Advisory Committee" section of the accompanying Board policy.

The committee's duties may include, but not necessarily be limited to:

1. Making recommendations regarding budget priorities
2. Recommending cost reduction strategies, such as identifying services that may be reduced, made more efficient, or discontinued
3. Reviewing the clarity and effectiveness of budget documents and communications

**BUDGET (continued)**

4. Presenting progress reports on the committee's work and a final report of recommendations to the Superintendent or designee and to the Board

The specific duties of the committee shall be clearly defined and presented to each member in writing, along with any background information necessary for the successful completion of the committee's charges, the timelines for reporting the committee's progress, and timelines for completion of each task.

*(cf. 3350 - Travel Expenses)*

**Initial Budget Adoption**

Note: Under the authority granted by Education Code 42126, the Superintendent of Public Instruction (SPI) has established a requirement that district budgets be reported using the standardized account code structure (SACS) software. SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). The California Department of Education's (CDE) California School Accounting Manual provides guidance regarding coding of revenues and expenditures.

On or before July 1 of each year, the Board shall adopt a budget which adheres to the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

Note: Pursuant to Education Code 52062, as added by AB 97 (Ch. 47, Statutes of 2013), the public hearing on the budget described below must be at the same meeting as the public hearing on the local control and accountability plan (LCAP); see BP 0460 - Local Control and Accountability Plan.

Before adopting the district budget for the subsequent fiscal year, the Board shall hold a public hearing. The agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. This hearing shall be held at the same meeting as the public hearing to solicit public input on the local control and accountability plan (LCAP) or the annual update to the LCAP. (Education Code 42103, 42127, 52062)

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

Note: Pursuant to Education Code 42103, the County Superintendent of Schools must publish the location, dates, and times at which the district's proposed budget may be inspected, as well as the location, date, and time of the public hearing described above. This notice must be published in a newspaper of general circulation 10-45 days before the hearing. The following paragraph is optional.

**BUDGET (continued)**

The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing as required by Education Code 42103.

During the hearing, any district resident may speak to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

*(cf. 9323 - Meeting Conduct)*

Note: Pursuant to Education Code 42127, as amended by AB 97 (Ch. 47, Statutes of 2013), prior to adopting the district budget for the 2014-15 fiscal year, the Governing Board must adopt the LCAP. Each fiscal year thereafter, the Board must not adopt the district budget until it has an approved LCAP or update to the LCAP that is in effect for the budget year. Education Code 52062, added by AB 97, requires that the LCAP or annual update be adopted at the same public meeting during which the Board adopts the budget. See BP/AR 0460 - Local Control and Accountability Plan.

After the public hearing, at a public meeting held on a different date, the Board shall adopt the district budget following adoption of the LCAP at the same meeting. The budget shall not be adopted if an approved LCAP or annual update to the LCAP is not in effect for the budget year. (Education Code 52062)

Note: Education Code 42127 requires the district to file the adopted budget with the County Superintendent as described below. If the district fails to submit a budget, the County Superintendent will, at district expense, develop a budget by September 15 and transmit that budget to the Board.

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

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

**Revised Budget**

Note: Pursuant to Education Code 42127, as amended by AB 97 (Ch. 47, Statutes of 2013), it is the County Superintendent's responsibility to determine whether the district's adopted budget complies with state standards and criteria, will allow the district to meet its current and future financial obligations, and includes the expenditures necessary to implement the LCAP or the annual update to the LCAP. Education Code 42127 also requires the County Superintendent to consider other studies, reports, evaluations, or audits that may indicate that the district is in fiscal distress; see the Fiscal Crisis and Management Assistance Team's (FCMAT) Fiscal Oversight Guide and BP 3460 - Financial Reports and Accountability.



**BUDGET (continued)**

On or before August 15, the County Superintendent will approve, conditionally approve, or disapprove the district's adopted budget and report to the Board and the SPI regarding the fiscal solvency of a district with a disapproved budget, as required by Education Code 1240 and 42127. If disapproved or conditionally approved, the County Superintendent must provide the Board with recommendations regarding revision of the budget and the reasons for those recommendations. The County Superintendent also may assign a fiscal advisor or may appoint a committee to review his/her recommendations.

The district should select the appropriate option below reflecting the budget adoption process selected by the Board; see the accompanying Board policy. Districts using the single budget adoption process pursuant to Education Code 42127(i) (Option 1) must respond to a disapproved budget on or before September 8. Districts using the dual budget adoption process pursuant to Education Code 42127(e) and (g) (Option 2) must hold a second public hearing prior to adopting a revised budget on or before September 8. For districts using the dual budget adoption process, the requirement to adopt a revised budget applies regardless of whether the initial budget was approved or disapproved by the County Superintendent.

**OPTION 1: (Single Budget Adoption Process)**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**~~OPTION 2: (Dual Budget Adoption Process)~~**

~~On or before September 8, the Board shall adopt and file a revised budget with the County Superintendent which reflects: (Education Code 42127)~~

- ~~1. — Changes in projected income or expenditures subsequent to July 1~~
- ~~2. — Any response to the County Superintendent's recommendations on the initial budget~~

~~Before revising the budget, the Board shall hold a second public hearing regarding the proposed revisions in accordance with Education Code 42103. In addition, if the initial budget was disapproved by the County Superintendent, the public hearing shall include a review by the Board and the County Superintendent of the disapproval and the County Superintendent's recommendations. (Education Code 42127)~~

~~The revised budget and supporting data shall be maintained and made available for public review. (Education Code 42127)~~

**BUDGET (continued)****Budget Review Committee for Disapproved Budgets**

Note: The following optional section applies to all districts. With either budget adoption process, Education Code 42127 requires the County Superintendent to approve or disapprove the district's revised budget by October 8. If the County Superintendent disapproves the revised budget, he/she is required by Education Code 42127 and 42127.1 to call for the formation of a budget review committee unless the Board and the County Superintendent agree to waive the committee requirement and the CDE agrees to the waiver. See BP 1431 - Waivers. The formation, convening procedures, and timelines of the budget review committee are set forth in Education Code 42127.1-42127.3.

As amended by SB 97 (Ch. 357, Statutes of 2013), Education Code 42127 provides that, beginning in the 2014-15 fiscal year, the County Superintendent cannot call for the formation of a budget review committee if his/her sole reason for disapproving the district's budget is that he/she has not approved the district's LCAP or the annual update to the LCAP.

If the district's revised budget is disapproved by the County Superintendent for any reason other than his/her disapproval of the district's LCAP or annual update to the LCAP, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

Note: Pursuant to Education Code 42127.2, if the Board fails to select the budget review committee from a list of candidates provided by the SPI within five working days of receiving the list, as provided in item #1 below, the SPI will select and convene the committee within 10 working days from the date the Board received the candidate list.

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the SPI, who shall be selected within five working days after receiving the list of candidates
2. A regional review committee convened by the County Superintendent with the approval of the Board

Note: Pursuant to Education Code 42127.2, the budget review committee is required to submit, by October 31, its recommendation as to whether the district's budget should be approved or disapproved and, if the recommendation is for disapproval, its recommended revisions to the budget.

If the budget review committee recommends disapproval of the district budget, the Board may submit a response no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

**BUDGET (continued)**

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent as he/she develops and adopts, by November 30, a fiscal plan and budget that will allow the district to meet its financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

# **Center USD**

## **Administrative Regulation**

### **Budget**

**AR 3100**

**Business and Noninstructional Operations**

#### **Budget Advisory Committee**

Membership of the district's budget advisory committee may include representatives of each of the following groups:

1. Governing Board members, provided that less than a majority of the Board serves on the committee

(cf. 9140 - Board Representatives)

2. District and school site administrators
3. Representatives of bargaining units
4. Certificated and/or classified staff
5. Parents/guardians
6. Representatives of the business community and/or other community members
7. Students

(cf. 1220 - Citizen Advisory Committees)

(cf. 2230 - Representative and Deliberative Groups)

(cf. 9130 - Board Committees)

The committee's duties may include, but not necessarily be limited to:

1. Making recommendations regarding budget priorities
2. Recommending cost reduction strategies, such as identifying services that may be reduced, made more efficient, or discontinued
3. Reviewing the clarity and effectiveness of budget documents and communications
4. Presenting progress reports on the committee's work and a final report of recommendations to the Superintendent or designee and to the Board

The specific duties of the committee shall be clearly defined and presented to each member in writing, along with any background information necessary for the successful completion of the committee's charges, the timelines for reporting the committee's progress, and timelines for completion of each task.

(cf. 3350 - Travel Expenses)

#### **Initial Budget Adoption**

On or before July 1 of each year, the Board shall adopt a budget which adheres to the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

Before adopting the district budget for the subsequent fiscal year, the Board shall hold a public hearing. The agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The Superintendent or designee shall notify the County Superintendent of Schools of the location, dates, and times at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing.

During the hearing, any district resident may speak to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

(cf. 9323 - Meeting Conduct)

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

#### **Revised Budget**

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues

and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Regulation  
approved: April 1, 2009

CENTER UNIFIED SCHOOL DISTRICT  
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: November 20, 2013**

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

**From: Scott A. Loehr, Superintendent**

Principal/Administrator Initials: \_\_\_\_\_

**SUBJECT: Second Reading: Board Policies/Regulations/Exhibits (4/13)**

Revise	BP	1325	Advertising and Promotion
Revise	BP/AR/E	1330	Use of School Facilities
Revise	BP/AR	3460	Financial Reports and Accountability
Revise	BP/AR	3514.1	Hazardous Substances
Revise	E	4112.9/4212.9/4312.9	Employee Notifications
Revise	AR	4117.14/4317.14	Postretirement Employment
Revise	BP	5030	Student Wellness
Revise	BP	5145.3	Nondiscrimination/Harassment
Revise	E 5	145.6	Parental Notifications
Revise	AR	5148	Child Care and Development
Revise	BP/AR	6112	School Day
Revise	BP/AR	6159.2	Nonpublic, Nonsectarian School and Agency Services for Special Education
Revise	BP	6163.1	Library Media Centers
Revise	BP/AR	6164.6	Identification and Education Under Section 504
Revise	BB	9220	Governing Board Elections

**RECOMMENDATION: CJUSD Board of Trustees approve the second reading of presented policies/regulations/exhibits.**

**ADVERTISING AND PROMOTION**

Note: The following **optional** policy addresses the distribution of commercial and noncommercial materials as well as advertising in school-sponsored publications and on school facilities by outside/nonschool groups. Student speech, including the distribution of printed materials by students, is addressed in BP/AR 5145.2 - Freedom of Speech/Expression.

The Governing Board establishes this policy to ensure effective and consistent implementation of its directions related to advertisements and promotions by nonschool groups in school-sponsored publications, web sites, and social media and on school facilities. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

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

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 1330 - Use of School Facilities)*

*(cf. 5145.2 - Freedom of Speech/Expression)*

*(cf. 6145.5 - Student Organizations and Equal Access)*

Note: School facilities and school-sponsored publications are public property and are subject to freedom of expression rights granted by the First Amendment to the United States Constitution and Article 1, Section 2 of the California State Constitution. However, because school facilities and school-sponsored publications are generally for school purposes, they are regarded as "nonpublic fora" and the Governing Board has extensive authority to regulate them. In exercising this authority, the Board may decide not to accept any form of advertising or distribution of materials (nonpublic forum), as stated in Option 1 below, or to accept some advertising and/or distribution of materials, but only from certain groups or on certain topics (limited public forum), as provided in Option 2. In addition, the Board may maintain a "nonpublic forum" for advertising in school publications or on school facilities while designating a "limited public forum" for distribution of materials at district schools, or a "nonpublic forum" at its elementary schools and a "limited public forum" at its high schools.

Whichever option the district chooses, school officials should ensure that they enforce the policy in a consistent manner, as courts look beyond the district's intent as stated in its policy and look to the actual practice of school officials in determining whether a district facility or publication is a "nonpublic" or "limited public" forum (Board of Education of the Westside Community Schools v. Mergens). Because this area of law is complex, it is **strongly recommended** that legal counsel be consulted prior to the adoption of policy in this area.

**OPTION 1: Nonpublic Forum**

~~The Board believes that in order to maintain focus on academic achievement in district schools, students' exposure to the persuasive influence of marketing should be minimized. The Superintendent or designee shall not allow any advertisement from any nonschool group to be included in any district or school-sponsored publication, web site, or social media, or to be posted on any school property such as scoreboards and billboards. In addition, no nonschool group's announcement, flyer, or other promotional material shall be disseminated by the district or distributed at any school facility or grounds.~~

Note: Districts that have created a "nonpublic forum" must delete the remainder of this policy in order to ensure that their "nonpublic forum" status is maintained.



**ADVERTISING AND PROMOTION (continued)****OPTION 2: Limited Public Forum**

Note: When the Board chooses Option 2, it may adopt any rules that are reasonable to achieve its intended purpose for the forum, as long as the rules do not discriminate against members of the public based on their viewpoints. In Hills v. Scottsdale Unified School District 48, the Ninth Circuit Court of Appeals held that the district discriminated against the plaintiff on the basis of his religious viewpoint and violated his First Amendment right when the district refused to distribute the plaintiff's brochure for summer camps because it included some religious classes, though it permitted the distribution of similar literature by secular groups.

The Board desires to promote positive relationships between district schools and the community in order to enhance community support and involvement in the schools. The Superintendent or designee may approve:

Note: The Board may select any or all of optional items #1-5 below to reflect the types of materials and/or advertising that it will allow.

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 6162.8 - Research)*

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

*(cf. 1700 - Relations Between Private Industry and the Schools)*

3. Paid advertisements on school property, including, but not limited to, advertisements on billboards and scoreboards

4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media

5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

*(cf. 3290 - Gifts, Grants and Bequests)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*

Note: Generally, courts have upheld procedures that place reasonable "time, place, and manner" restrictions on materials to be distributed, as long as the same restrictions were placed on all materials (Hemry v. School Board of Colorado Springs). The district might want to consider developing procedures that limit the "time, place, and manner" of distributions, such as limiting distribution to before or after school hours or creating a central location for the distribution of all materials. Legal counsel should be consulted as appropriate.

## **ADVERTISING AND PROMOTION (continued)**

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

Note: The district might also consider requiring sponsoring entities to include a disclaimer on all materials to be distributed. For example, a disclaimer might state that "this event is not school-sponsored or approved" or that "opinions are not necessarily those of the school district or school personnel." The district should consult legal counsel as appropriate.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

### **Criteria for Approval**

Note: The following **optional** section is for use by districts that select Option 2 (limited public forum) above and may be revised to reflect criteria established by the Board.

The Superintendent, principal, or designee shall not accept for distribution any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools

Note: **Optional** item #3 below prohibits the distribution of political materials or political advertising except under certain circumstances. Pursuant to Education Code 7058, the Board may conduct a political forum if it is made available to all sides on an equitable basis.

3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

*(cf. 1160 - Political Processes)*

*(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)*

## ADVERTISING AND PROMOTION (continued)

Note: In DiLoreto v. Downey Unified School District, the Ninth Circuit Court of Appeals held that a district's refusal to post a paid religious advertisement featuring the Ten Commandments on an athletic field fence reserved for commercial advertising was a reasonable way for the district to avoid being placed on one side of a controversial issue. The court concluded that, as a nonpublic forum, the district had the right to regulate content since it did not open the forum (the fence) to all expressive activities but, in fact, had reserved it for commercial speech. Districts wishing to establish policy dealing with the distribution of religious materials should consult legal counsel.

4. ~~Proselytize or position the district on any side of a controversial issue~~

*(cf. 6144 - Controversial Issues)*

5. Discriminate against, attack, or denigrate any group on account of any unlawful consideration

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

6. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, and movies or products unsuitable for children

*(cf. 5030 - Student Wellness)*

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.62 - Tobacco)*

7. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

*(cf. 1321 - Solicitation of Funds from and by Students)*

8. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

*(cf. 0000 - Vision)*

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

*Legal Reference: (see next page)*

## ADVERTISING AND PROMOTION (continued)

### *Legal Reference:*

#### CALIFORNIA CONSTITUTION

*Article 1, Section 2 Free speech rights*

#### EDUCATION CODE

*7050-7058 Political activities of school officers and employees*

*35160 Authority of governing boards*

*35160.1 Broad authority of school districts*

*35172 Promotional activities*

*38130-38138 Civic Center Act*

#### BUSINESS AND PROFESSIONS CODE

*25664 Advertisements encouraging minors to drink*

#### U.S. CONSTITUTION

*Amendment 1, Freedom of speech and expression*

#### COURT CASES

*Hills v. Scottsdale Unified School District 48, (2003) 329 F.3d 1044*

*DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958*

*Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623*

*Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856*

*Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350*

*Lehman v. Shaker Heights, (1974) 418 U.S. 298*

### *Management Resources:*

#### CSBA PUBLICATIONS

*School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006*

#### WEB SITES

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

# **Center USD**

## **Board Policy**

### **Advertising And Promotion**

**BP 1325**

#### **Community Relations**

The Governing Board desires to promote positive relationships between schools and the community in order to enhance community support and involvement in district schools. The Superintendent or designee may approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings or other items of interest to students or parents/guardians

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6145.5 - Student Organizations and Equal Access)

(cf. 6162.8 - Research)

2. Paid advertisements on school property, including but not limited to billboard advertisements

3. Paid advertisements in school-sponsored publications, yearbooks, announcements and other school communications

(cf. 1113 - District and School Web Sites)

4. Products and materials donated by commercial enterprises for use in the classroom, as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name and/or logo of the donor.

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to distribution or publication, the Superintendent, principal or designee shall review and approve all advertising copy and promotional materials to ensure compliance with Board policy.

The Superintendent, principal or designee may selectively approve or disapprove distribution of materials or publishing of copy based on the criteria listed below, but may not disapprove materials or copy in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that would otherwise be allowed.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

The use of promotional materials or advertisements does not imply district endorsement of any identified products or services. Schools are encouraged to include a disclaimer in school publications and yearbooks stating that the school does not endorse any advertised products or services.

#### **Criteria for Approval**

The Superintendent, principal or designee shall not accept for distribution any materials or advertisements that:

1. Are obscene, libelous or slanderous (Education Code 48907)
2. Incite students to commit unlawful acts, violate school rules or disrupt the orderly operation of the schools (Education Code 48907)
3. Promote any particular political interest, candidate, party or ballot measure, unless such materials are being distributed at a forum in which candidates or advocates from all sides are presenting their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160 - Political Processes)

(cf. 1330 - Use of School Facilities)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

4. Discriminate against, attack or denigrate any group on account of any unlawful consideration

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

5. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including but not limited to materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children

6. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

(cf. 1321 - Solicitation of Funds from and by Students)

7. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks. Such criteria may limit advertisements to those that contain congratulatory or commemorative messages, curriculum-related content, advertisements for products or services of interest to students, noncontroversial content, and/or other content deemed appropriate by the school publication staff and adviser in accordance with law and Board policy.

**Legal Reference:**

**EDUCATION CODE**

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-38138 Civic Center Act

48907 Student exercise of free expression

**BUSINESS AND PROFESSIONS CODE**

25664 Advertisements encouraging minors to drink

**U.S. CONSTITUTION**

Amendment 1, Freedom of speech and expression

**COURT CASES**

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350

Lehman v. Shaker Heights, (1974) 418 U.S. 298

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: April 3, 2002      Antelope, California

## USE OF SCHOOL FACILITIES

Note: Education Code 38133 mandates that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including their free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings.

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

*(cf. 6145.5 - Student Organizations and Equal Access)*

School-related activities shall have priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

Note: The following optional paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. Any district interested in entering into any such agreement is also 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.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

*(cf. 1330.1 - Joint Use Agreements)*

Note: The following paragraph is optional and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)

*(cf. 6115 - Ceremonies and Observances)*

Note: Pursuant to Education Code 38133, the Board is mandated to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities.



## USE OF SCHOOL FACILITIES (continued)

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

*(cf. 0450 - Comprehensive School Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

*(cf. 1325 - Advertising and Promotion)*

### Fees

Note: Education Code 38134 authorizes districts to charge an amount "not to exceed" direct costs for the use of school facilities or grounds by community groups and entities and mandates each district to adopt a policy specifying the activities and organizations that shall be charged up to direct costs. Pursuant to Education Code 38134, if the district authorizes any group to use the facilities for religious services, the group must be charged "at least" direct costs.

Option 1 below is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups, except when the use is for religious service, in which case the group must be charged "at least" direct costs.

Option 2 is for use by districts that choose to grant free use to nonprofit groups organized to promote youth and school activities but charge other groups an amount "not to exceed" direct costs.

Option 3 is for use by districts that grant free use to school-related organizations only.

### **OPTION 1: (Amount not exceeding direct costs to all community groups)**

~~The Board believes that the use of school facilities or grounds should not result in costs to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with Education Code 38134. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds the direct costs.~~

**USE OF SCHOOL FACILITIES (continued)****OPTION 2: (No charge to nonprofit youth and school-oriented organizations)**

Note: Education Code 38134 lists nonprofit organizations, clubs, and organizations that promote youth and school activities. As amended by SB 1404 (Ch. 764, Statutes of 2012), Education Code 38134 now includes the YMCA and religious organizations or churches that arrange for and supervise sports league activities for youth among these groups.

Districts that wish to give free use to some groups, but charge other groups, should proceed cautiously and ensure that such free use is granted on a reasonable and nondiscriminatory basis. It is strongly recommended that districts consult legal counsel before deciding which groups will be charged and, based upon legal counsel's advice, discuss whether it would be appropriate to specifically name the community groups that will be charged in the district's policy.

The Board authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. In accordance with Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school-community advisory councils. Other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for-profit groups, shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.

**OPTION 3: (No charge to school-related organizations)**

~~The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.~~

Note: The remainder of this section is for use by all districts.

Pursuant to Education Code 38134, as amended by SB 1404 (Ch. 764, Statutes of 2012), until January 1, 2020, the definition of "direct costs" has been modified as specified in the following paragraph. In addition, Education Code 38134, as amended by SB 1404, requires the State Board of Education, not later than December 31, 2013, to adopt regulations for determining "the proportionate share" and the specific allowable costs that a district may include in calculating direct costs of the use of its facilities or grounds.

In determining direct costs to be charged for community use of school facilities or grounds, including, but not limited to, playing or athletic fields, track and field venues, tennis courts, and outdoor basketball courts, the Superintendent or designee shall include a proportionate share of the costs of the following: (Education Code 38134)

**USE OF SCHOOL FACILITIES (continued)**

1. Supplies, utilities, janitorial services, other services of district employees, and salaries of district employees directly associated with operation and maintenance of the school facilities or grounds involved
2. Maintenance, repair, restoration, and refurbishment of the school facilities or grounds

However, for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs, direct costs to be charged shall not include the cost of maintenance, repair, restoration, or refurbishment of the school facilities or grounds. (Education Code 38134)

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

*Legal Reference: (see next page)*

## USE OF SCHOOL FACILITIES (continued)

### *Legal Reference:*

#### EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

#### BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

#### MILITARY AND VETERANS CODE

1800 Definitions

#### UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

#### COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

#### ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

### *Management Resources:*

#### CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

# **Center USD**

## **Board Policy**

### **Use Of School Facilities**

**BP 1330**

#### **Community Relations**

The Governing Board recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

(cf. 6145.5 - Student Organizations and Equal Access)

All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

#### **Fees**

The Board believes that the use of school facilities or grounds should not result in costs to the district. The Board shall charge at least direct costs to all groups granted facility use under the Civic Center Act.

Fees for the use of school facilities and grounds shall be charged in accordance with the following classifications:

1. Free Use: The Board authorizes the use of school facilities without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. These groups include, but are not limited to, Girl Scouts, Boy Scouts, and Campfire, Inc.

Other groups requesting the use of school facilities under the Civic Center Act shall be charged

at least direct costs, unless their net receipts are expended for the welfare of the youth of the district.

If an activity is scheduled when a custodian or district employee responsible for the activity is not present at the site, and additional custodial time is required, the user group shall be charged direct costs.

2. **Direct-Costs Fee:** The Board believes that the use of school facilities should not result in costs to the district. The Board shall charge at least direct costs to all groups granted facility use under the Civic Center Act.

The following activities shall be charged direct costs:

- a. Services conducted by religious groups.
- b. Charitable fund-raising activities which are not beneficial to youth or public school activities of the district.
- c. Events sponsored by religious or community groups, except those which qualify for free use.
- d. Public agencies.

In lieu of direct costs, the district may enter into a written joint-powers agreement with local public agencies.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

- e. Activities not previously identified which do not fall within the free-use of fair-rental-value classifications.
- f. The district may engage in long-term contracts, six months or more, with religious organizations. Those organizations shall be charged at least direct costs for use of school facilities.

3. **Fair-Rental-Value Fee:** Groups shall be charged fair rental value when using school facilities or groups for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 40043)

**Legal Reference:**

**EDUCATION CODE**

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

**BUSINESS AND PROFESSIONS CODE**

25608 Alcoholic beverage on school premises

**MILITARY AND VETERANS CODE**

1800 Definitions

**UNITED STATES CODE, TITLE 20**

7905 Equal access to public school facilities

**COURT DECISIONS**

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

**ATTORNEY GENERAL OPINIONS**

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES**

1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89

**WEB SITES**

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

California Department of Education: <http://www.cde.ca.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: May 2, 2007      Antelope, California

## **USE OF SCHOOL FACILITIES**

Note: The following administrative regulation is **mandated** for the management, direction, and control of school facilities, pursuant to Education Code 38133.

### **Application for Use of Facilities**

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Note: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The accompanying Exhibit provides a sample "Facilities Use Statement." The following paragraph is **optional**.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

**Fee Schedules will be updated annually in the District Facility Use Agreement.**

### **Civic Center Use**

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

Note: An Attorney General Opinion (79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional the section of Education Code 38131 which provides that a board may grant the use of school facilities to a religious group to conduct services only when the religious group has no other suitable meeting place. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus,



## USE OF SCHOOL FACILITIES (continued)

legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

*(cf. 1020 - Youth Services)*

Note: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A *veterans' organization* means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

## USE OF SCHOOL FACILITIES (continued)

Note: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board.

### 10. Other purposes deemed appropriate by the Governing Board

Use of school facilities shall be granted in the following preferential order:

1. Regular school educational activities.
2. School extra-curricular activities.
3. School district activities directly connected with the school program such as teachers' meetings and parent/guardian club meetings.
4. Youth activities (Scouts, etc.) focused within the district community.
5. Youth improvement groups, committees, etc., for promoting youth organizations.
6. Groups organized for civic improvement within the district.
7. Groups organized for recreational activities within the district.
8. Fraternal, religious, or social groups organized in the district.
9. Outside groups with special permission.

### Restrictions

Note: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In Good News Club v. Milford Central School, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with legal counsel before doing so.

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law

## **USE OF SCHOOL FACILITIES (continued)**

2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

*(cf. 3513.3 - Tobacco-Free Schools)*

Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. If desired, those restrictions should be included here. The following paragraph is **optional**.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

## **Damage and Liability**

Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following **optional** paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Note: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

**USE OF SCHOOL FACILITIES (continued)**

Note: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require "non-youth-related groups" to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult legal counsel.

Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

**Application for Use of Facilities**

Reservations for use of school facilities shall be made as follows:

1. No application for use of school facilities shall be approved until the applicant has signed in triplicate the Application for Use of School Facilities Use Agreement, a facsimile of which is made a part of this policy as Exhibit E 1300, and proof of insurance has been received.
2. All applications for facility use should be made at least three weeks in advance.
3. The person signing the application for a reservation shall assume the responsibility for the actions of the group and shall designate by name and phone number the person or persons in charge of each meeting or activity on school premises.
4. No group shall be allowed a monopoly of any facility. When multiple requests for the same facility occurs, and the facility has not already been committed, the requesting parties will be required to negotiate a compromise. If a compromise cannot be reached, the Superintendent or designee shall mandate a solution.
5. For sporting events, no commitment will be made prior to 60 days before the start of the season.
6. School facilities may not be reserved by any single non-school group for regular use more often than once each week except for youth groups such as Little League.
7. No use permit shall extend for more than one school year. The privilege is renewable and revocable at the discretion of the Board at any time.
8. Applicants shall designate on the application form if an admission charge is to be made.

## **USE OF SCHOOL FACILITIES (continued)**

9. A judgment shall be made by the business office at the time a use agreement is approved whether a charge will be made to the applicant for the use of the school facility and the amount of the charge.

10. If the applicant requests use of a school kitchen, an addendum outlining the Kitchen Use Rules and Regulations will be sent to applicant along with the approved Facility Use Request form. A copy of this addendum is attached as exhibit E 1330(c).

### **Transportation Equipment**

The use of district-owned buses and other vehicles is restricted to the following:

1. Transportation of students, chaperones, employees, and other authorized personnel on official school business and sanctioned school activities. Recreational activities organized and incorporated with the school for students of the district.
2. Transportation of groups for recreational activities organized and conducted by organizations under the control of another public agency. These groups will be charged for the use of the bus at the computed cost of operation of said vehicle. The computed cost is that cost of operation of said vehicle. The computed cost is that cost per mile shown on the most recent annual report on Transportation Form J141, plus standby time for drivers.
3. School Districts
  - a. When a bus is loaned to a neighboring school district on an emergency basis, they will provide a driver and gasoline. A nominal charge will be made each year in accordance with the Schedule of Charges.
  - b. When a bus is loaned to another school district, under the California Mutual Aid, on an emergency basis the School District will provide a driver and gasoline. A nominal charge will be made each year in accordance with the Schedule of Charges.
  - c. A fee for the use of all equipment under the control of the transportation department will be set at the beginning of each year.

### **Right to Refuse Use**

The district reserves the right to refuse permission for the use of school facilities and equipment at its own discretion.

### **Emergency Use**

The district will authorize use of buses in emergency situations to any political sub-division

~~when warranted in accordance with the California Emergency Services Act.~~

# **Center USD**

## **Administrative Regulation**

### **Use Of School Facilities**

**AR 1330**

#### **Community Relations**

##### **Application for Use of Facilities**

Any persons applying for the use of any school facility or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

##### **Civic Center Use**

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age  
  
(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 6300 - Preschool/Early Childhood Education)
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination

7. A community youth center

(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization. "Veterans' organizations" means any duly congressionally recognized or chartered organization of honorably discharged members of the Armed Forces of the United States, or any of their auxiliaries, including, but not limited to, the Air Force Sergeants Association, American Ex-Prisoners of War, American Legion, American Veterans, Armed Forces Retirees Association of California, Association of the United States Army, Blinded Veterans Association, California Association of County Veterans Service Officers, California State Commanders Veterans Council, Disabled American Veterans, Fleet Reserve Association, Jewish War Veterans, Legion of Valor, Marine Corps League, Military Officers Association of America, Military Order of the Purple Heart, National Association for Uniformed Services, Paralyzed Veterans of America, Reserve Officers Association, Retired Enlisted Association, Veterans of Foreign Wars, Vietnam Veterans of America, or WAVES National. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Use of school facilities shall be granted in the following preferential order:

1. Regular school educational activities.
2. School extra-curricular activities.
3. School district activities directly connected with the school program such as teachers' meetings and parent/guardian club meetings.
4. Youth activities (Scouts, etc.) focused within the district community.
5. Youth improvement groups, committees, etc., for promoting youth organizations.
6. Groups organized for civic improvement within the district.
7. Groups organized for recreational activities within the district.
8. Fraternal, religious, or social groups organized in the district.
9. Outside groups with special permission.



**The district may grant the use of school facilities on those days on which the public school is closed. (Education Code 37220)**

**(cf. 6115 - Ceremonies and Observances)**

### **Restrictions**

**School facilities or grounds shall not be used for any of the following activities:**

- 1. Any use by an individual or group for the commission of any crime or any act prohibited by law**
- 2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work**
- 3. Any use which is discriminatory in the legal sense.**
- 4. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use**

**(cf. 3513.3 - Tobacco-Free Schools)**

**The district may exclude certain school facilities from non-school use for safety or security reasons.**

**The authorized official of any agency, organization, or group requesting use of school facilities or grounds shall, prior to entering upon such use, execute the Statement of Information, E 1330(f); Affidavit E 1330(g), (h).**

### **Damage and Liability**

**Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.**

**Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)**

**Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence. Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.**

**As permitted, the Superintendent or designee may require a hold harmless agreement and**

indemnification when warranted by the type of activity or the specific facility being used.

### **Application for Use of Facilities**

Reservations for use of school facilities shall be made as follows:

1. No application for use of school facilities shall be approved until the applicant has signed in triplicate the Application for Use of School Facilities Use Agreement, a facsimile of which is made a part of this policy as Exhibit E 1300, and proof of insurance has been received.
2. All applications for facility use should be made at least three weeks in advance.
3. The person signing the application for a reservation shall assume the responsibility for the actions of the group and shall designate by name and phone number the person or persons in charge of each meeting or activity on school premises.
4. No group shall be allowed a monopoly of any facility. When multiple requests for the same facility occurs, and the facility has not already been committed, the requesting parties will be required to negotiate a compromise. If a compromise cannot be reached, the Superintendent or designee shall mandate a solution.
5. For sporting events, no commitment will be made prior to 60 days before the start of the season.
6. School facilities may not be reserved by any single non-school group for regular use more often than once each week except for youth groups such as Little League.
7. No use permit shall extend for more than one school year. The privilege is renewable and revocable at the discretion of the Board at any time.
8. Applicants shall designate on the application form if an admission charge is to be made.
9. A judgment shall be made by the business office at the time a use agreement is approved whether a charge will be made to the applicant for the use of the school facility and the amount of the charge.
10. If the applicant requests use of a school kitchen, an addendum outlining the Kitchen Use Rules and Regulations will be sent to applicant along with the approved Facility Use Request form. A copy of this addendum is attached as exhibit E 1330(c).

### **Transportation Equipment**

The use of district-owned buses and other vehicles is restricted to the following:

1. Transportation of students, chaperones, employees, and other authorized personnel on official school business and sanctioned school activities. Recreational activities organized and

incorporated with the school for students of the district.

2. Transportation of groups for recreational activities organized and conducted by organizations under the control of another public agency. These groups will be charged for the use of the bus at the computed cost of operation of said vehicle. The computed cost is that cost of operation of said vehicle. The computed cost is that cost per mile shown on the most recent annual report on Transportation Form J141, plus standby time for drivers.

### 3. School Districts

a. When a bus is loaned to a neighboring school district on an emergency basis, they will provide a driver and gasoline. A nominal charge will be made each year in accordance with the Schedule of Charges.

b. When a bus is loaned to another school district, under the California Mutual Aid, on an emergency basis the School District will provide a driver and gasoline. A nominal charge will be made each year in accordance with the Schedule of Charges.

c. A fee for the use of all equipment under the control of the transportation department will be set at the beginning of each year.

### Right to Refuse Use

The district reserves the right to refuse permission for the use of school facilities and equipment at its own discretion.

### Emergency Use

The district will authorize use of buses in emergency situations to any political sub-division when warranted in accordance with the California Emergency Services Act.

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: May 2, 2007      Antelope, California

**USE OF SCHOOL FACILITIES**

**Facilities Use Application Rules And Regulations**

1. All applications for facility use should be made at least three weeks in advance of event.
2. Facility cannot be used until User(s) receives approved copy of Facility Use Application from the District Office.
3. Facilities and User(s) must be under the supervision of a responsible adult who must be present during the entire period of use. Enforcement of rules is the responsibility of the adult in charge. The undersigned who is to be in charge of the activity must be 21 years of age or over. User(s) agree that they will be responsible to the Governing Board for the use and care of school property. User(s) further agree that the character of entertainment will conform to that stated in the application and in accordance with the Civic Center Act.
4. School/District functions have use priority. Your scheduled event can be pre-empted.
5. SMOKING IS NOT PERMITTED. NO ALCOHOLIC BEVERAGES ALLOWED ON SCHOOL PREMISES.
6. Use is confined to the area(s) named in the approved application, with appropriate corridor and lavatory facilities.
7. Gym shoes are required of all people using the gym floor for active recreation (excluding dances ).
8. The serving of food indoors is restricted to the multi-purpose rooms or cafeterias.
9. School equipment/supplies, including kitchens, will not be used unless specifically authorized. Use is confined to the area(s) named in the approved permit. Food Services staff must be present when using kitchen facilities.
10. The using group agrees to assume financial responsibility for all damages and any additional custodial services, if required. Any damages and/or misuse of facility may result in denial of use in the future.
11. Adult in charge will seek out custodian on duty to notify him/her when the activity is completed.
12. The using group will return the facility to its original arrangement and condition before leaving; the school custodian will perform only normal clean up.
13. Any changes to the original approved application will require an additional Facility Use Application.

14. The District Office must be notified of cancellations one week prior to the event or a \$50.00 cancellation fee will be charged.

## INSURANCE REQUIREMENTS

User agrees to defend and indemnify and hold harmless the Center Unified School District (CUSD), its board of trustees, officers, agents, and employees and volunteers from and against any and all claims costs, demands, expenses (including attorneys' fees), losses, damages, injuries and liabilities arising from the User's use of facilities as related to the performance of the agreement. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Concurrent with the execution of the Use of Facilities permit, user shall provide an original certificate of insurance naming the Center Unified School District as additional insured and which meets the following minimum insurance requirements: General Commercial Liability in the amount of \$1,000,000, Bodily Injury/Each Occurrence/and Fire Damage plus a copy of the endorsement. The Center Unified School District shall be added as an additional named insured to the user's insurance policy by endorsement. User further agrees to indemnify, defend and hold harmless the Center Unified School District, its officers, agents, and employees against any and all costs and attorney fees arising out of, or resulting from user's use of district facilities. Additionally, user shall provide a written stipulation from the insurers notifying the Center Unified School District at least 10 days prior to cancellation or refusal to renew any policy. If insurance is not kept in force during the entire term of use, District may self-insure or procure the necessary insurance and pay the premium. The premium, or the equivalent value of self insurance, as the case may be, shall be paid by "User" to the District.

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## USE OF SCHOOL FACILITIES

### Facilities Use Application GENERAL PROCEDURES

The Governing Board recognizes that district facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities. (BP/ARIE 1330)

1. User's may not use school facilities without receiving a final permit from the CUSD Business Office.
2. No group shall be allowed a monopoly of any facility. When multiple requests for the same facility occur, and the facility has not already been committed, the requesting parties will be required to negotiate a compromise. If a compromise cannot be reached, the Superintendent or designee shall mandate a solution.
3. For sporting events, no commitment will be made prior to 60 days before the start of the

season.

4. School facilities may not be reserved by any single non-school group for regular use more often than once each week except for youth groups such as Little League.
5. No use permit shall extend for more than one school year. The privilege is renewable and revocable at the discretion of the Board at any time.
6. Applicants shall declare on the application form if an admission charge is to be made.
7. A judgment shall be made by the business office at the time a use agreement is approved whether a charge will be made to the applicant for the use of the school facility and amount of the charge.
8. If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repay the damages, and further use of facilities may be denied.
9. Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

School facilities shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or which interfere with the regular conduct of school or school work.
3. Any use which is discriminatory in the legal sense.
4. Sexual harassment, sexual solicitation, or other sexual misconduct of any officer, employee, agent, or volunteer of or for any agency, organization or group while using school facilities or grounds is prohibited. No officer, employee, agent or volunteer of the agency, organization, or group who has been convicted of a sex offense as defined in Education Code Section 44010, shall participate in the use of school facilities or grounds.

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## USE OF SCHOOL FACILITIES

### Facilities Use Application SITE/USER PROCEDURES

1. User: obtains Facilities Use Application and information packet from CUSD Business Office at 8408 Watt Avenue, Antelope, CA 95843
2. User: Returns completed application and certificate of insurance to the CUSD Business

Office.

2. Business Office: forwards application(s) to the appropriate site personnel. Site personnel will approve/deny and return signed application to Business Office within 48 hours of receipt of application.

3. School Sites: School administrator is responsible for:

a. Keeping the calendar of events for their Use of Facilities rentals

b. Approving/denying the use of the facility

c. Assigning staff and hours (See last line of Facilities Use Application form.)

d. Signing employee time card for hours worked. (NOTE: The time card must include the administrator's signature, appropriate budget code, and the organization's name; otherwise the process will be delayed.)

Note: Site budgets will be charged for any time cards turned in for any activity/function that does not have an approved Facilities Use Application on file at the District Office.

4. MOFT&T Department: Director will approve/deny use application and return application to the Business Office within 48 hours of receipt of application.

5. Nutrition Services Department: if use of kitchen facilities/equipment is requested, User must complete the "Kitchen Use" form. The Nutrition Services Supervisor will approve/deny application, assign a food services employee and return the application to the Business Department within 48 hours of receipt of application.

6. ~~Business Manager/Account Supervisor~~ Director of Fiscal Services: will calculate any applicable fees and sign the application.

7. Business Office: notifies User that their application has been approved and the amount of any charges. Business Office will not release "final" approval until facility fees are paid and a certificate of insurance is received.

8. User: must pay any fees at the time the final approved Facilities Use Application is picked up, which must be prior to the first day of the event.

9. User: must notify the Business Office of cancellations one week prior to the event or a \$50.00 fee will be charged.

10. User: must keep "approved" copy of use agreement with him/her at all times during function for identification purposes.

11. Business Office: will send "yellow copy" of final approved application(s) to site administrator.

12. Assigned Employees: will submit a time card for hours worked, to the site administrator

for his/her approval. The time card must include the complete name of the organization, i.e., Antelope Youth Soccer League, not "soccer."

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## USE OF SCHOOL FACILITIES

### Facilities Use Application FEE CLASSIFICATIONS

All charges are based on an amount sufficient to pay the cost to the district of salaries, supplies and utilities. Flat rate fees may be used for long-term or seasonal use.

#### Fee Classifications:

**Class I: Free** - Non-profit organizations, clubs, or associations organized to promote youth and school activities, i.e., school sponsored programs, including student body activities and meetings for P.T.A., Parent Booster Clubs, School Employee organizations, and School Advisory Councils, youth sports groups such as Little Leagues, Youth Soccer, Bobby Sox, Camp Fire, Scout Troops and affiliated organizations, Senior Citizens, YMCA and YWCA, etc..

Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs, unless their net receipts are expended for the welfare of the youth of the district.

#### Exceptions:

If the presence of a school employee( s) is required beyond his/her normal work hours or duties, the User will be charged for those hours at the District's direct cost rate. (See Fee Schedules).

Any additional costs for use of facilities and/or staff above and beyond those specified in the Facilities Use Application, will be invoiced by the District within 60 days. Invoices are due and payable at the time of receipt.

#### Class II: Direct Cost Fees

1. Services conducted by religious groups.
2. Charitable fund-raising activities which are not beneficial to youth or public school activities of the district.
3. Events sponsored by religious or community groups, except those which qualify for free use.
4. Public agencies.

**Note:** In lieu of direct costs, the district may enter into a written joint-powers agreement with



local public agencies.

5. Activities not previously identified which do not fall within the free-use of fair-rental-value classifications.

6. The district may engage in long-term contracts, six months or more, with religious organizations. Those organizations shall be charged at least direct costs for use of school facilities.

Class III: Fair Market Value Rental Fees - Groups shall be charged fair rental value when using school facilities for entertainment or meetings where admission charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students.

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## USE OF SCHOOL FACILITIES

### Facilities Use Application CIVIC CENTER USE

Subject to district policies and regulations (BP/AR 1330), school facilities and groups shall be available to citizens and community groups as a civic center for the following purposes:

1. Public, literary, scientific, recreational, educational, or public agency meetings. (Ed. Code 38131)
2. The discussion of matters of general or public interest. (Ed. Code 38131)
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization.
4. Child care programs to provide supervision and activities for children of preschool and elementary school age. (Ed. Code 38131)
5. The administration of examinations for the selection of personnel or the instruction of precinct Board members by public agencies. (Ed. Code 38131)
6. Supervised recreational activities. (Ed. Code 38131)
7. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. (Ed. Code 38131)
8. Other purposes deemed appropriate by the Board. (Ed. Code 38131)

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## USE OF SCHOOL FACILITIES

**Facilities Use Application  
FEE SCHEDULES**

**CLASS I:** Facilities are available without charge to nonprofit organizations or groups that promote youth and school activities. Custodian charges will be assessed if the group uses the facility when a custodian is not normally on duty.

**Fee Schedules will be updated annually in the District Facility Use Agreement.**

- **Payment for all one-time or single use events must be received prior to the scheduled use. For multiple use groups, fees for the first use must be paid prior to the event and subsequent uses will be invoiced by the district.**
- **Additional charges for use of facility and/or staff beyond times specified in the Facilities Use Application will be invoiced by the District within 60 days.**
- **CANCELLATION POLICY:** The District Office must be notified of cancellations one week prior to the event, or a \$50.00 cancellation fee will be charged.
- **PAYMENT:** Fees shall be paid to the Center Unified School District, Accounting Department, 8408 Watt Ave., Antelope, California 95843.

# **Center USD**

## **Exhibit**

### **Use Of School Facilities**

**E 1330**

### **Community Relations**

#### **Facilities Use Application Rules And Regulations**

1. All applications for facility use should be made at least three weeks in advance of event.
2. Facility cannot be used until User(s) receives approved copy of Facility Use Application from the District Office.
3. Facilities and User(s) must be under the supervision of a responsible adult who must be present during the entire period of use. Enforcement of rules is the responsibility of the adult in charge. The undersigned who is to be in charge of the activity must be 21 years of age or over. User(s) agree that they will be responsible to the Governing Board for the use and care of school property. User(s) further agree that the character of entertainment will conform to that stated in the application and in accordance with the Civic Center Act.
4. School/District functions have use priority. Your scheduled event can be pre-empted.
5. **SMOKING IS NOT PERMITTED. NO ALCOHOLIC BEVERAGES ALLOWED ON SCHOOL PREMISES.**
6. Use is confined to the area(s) named in the approved application, with appropriate corridor and lavatory facilities.
7. Gym shoes are required of all people using the gym floor for active recreation (excluding dances ).
8. The serving of food indoors is restricted to the multi-purpose rooms or cafeterias.
9. School equipment/supplies, including kitchens, will not be used unless specifically authorized. Use is confined to the area(s) named in the approved permit. Food Services staff must be present when using kitchen facilities.
10. The using group agrees to assume financial responsibility for all damages and any additional custodial services, if required. Any damages and/or misuse of facility may result in denial of use in the future.
11. Adult in charge will seek out custodian on duty to notify him/her when the activity is completed.

12. The using group will return the facility to its original arrangement and condition before leaving; the school custodian will perform only normal clean up.
13. Any changes to the original approved application will require an additional Facility Use Application.
14. The District Office must be notified of cancellations one week prior to the event or a \$50.00 cancellation fee will be charged.

## **INSURANCE REQUIREMENTS**

User agrees to defend and indemnify and hold harmless the Center Unified School District (CUSD), its board of trustees, officers, agents and employees from and against any and all claims costs, demands, expenses (including attorneys' fees), losses, damages, injuries and liabilities arising from the User's use of facilities as related to the performance of the agreement. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Concurrent with the execution of the Use of Facilities permit, user shall provide an original certificate of insurance naming the Center Unified School District as additional insured and which meets the following minimum insurance requirements: General Commercial Liability in the amount of \$1,000,000, Bodily Injury/Each Occurrence/and Fire Damage plus a copy of the endorsement. The Center Unified School District shall be added as an additional named insured to the user's insurance policy by endorsement. User further agrees to indemnify, defend and hold harmless the Center Unified School District, its officers, agents, and employees against any and all costs and attorney fees arising out of, or resulting from user's use of district facilities. Additionally, user shall provide a written stipulation from the insurers notifying the Center Unified School District at least 10 days prior to cancellation or refusal to renew any policy. If insurance is not kept in force during the entire term of use, District may self-insure or procure the necessary insurance and pay the premium. The premium, or the equivalent value of self insurance, as the case may be, shall be paid by "User" to the District.

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## **USE OF SCHOOL FACILITIES**

### **Facilities Use Application GENERAL PROCEDURES**

The Governing Board recognizes that district facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities. (BP/ARIE 1330)

1. User's may not use school facilities without receiving a final permit from the CUSD

**Business Office.**

2. No group shall be allowed a monopoly of any facility. When multiple requests for the same facility occur, and the facility has not already been committed, the requesting parties will be required to negotiate a compromise. If a compromise cannot be reached, the Superintendent or designee shall mandate a solution.
3. For sporting events, no commitment will be made prior to 60 days before the start of the season.
4. School facilities may not be reserved by any single non-school group for regular use more often than once each week except for youth groups such as Little League.
5. No use permit shall extend for more than one school year. The privilege is renewable and revocable at the discretion of the Board at any time.
6. Applicants shall declare on the application form if an admission charge is to be made.
7. A judgment shall be made by the business office at the time a use agreement is approved whether a charge will be made to the applicant for the use of the school facility and amount of the charge.
8. If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repay the damages, and further use of facilities may be denied.
9. Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

**School facilities shall not be used for any of the following activities:**

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or which interfere with the regular conduct of school or school work.
3. Any use which is discriminatory in the legal sense.
4. Sexual harassment, sexual solicitation, or other sexual misconduct of any officer, employee, agent, or volunteer of or for any agency, organization or group while using school facilities or grounds is prohibited. No officer, employee, agent or volunteer of the agency, organization, or group who has been convicted of a sex offense as defined in Education Code Section 44010, shall participate in the use of school facilities or grounds.

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## **USE OF SCHOOL FACILITIES**

### **Facilities Use Application SITE/USER PROCEDURES**

1. User: obtains Facilities Use Application and information packet from CUSD Business Office at 8408 Watt Avenue, Antelope, CA 95843
  2. User: Returns completed application and certificate of insurance to the CUSD Business Office.
  2. Business Office: forwards application(s) to the appropriate site personnel. Site personnel will approve/deny and return signed application to Business Office within 48 hours of receipt of application.
  3. School Sites: School administrator is responsible for:
    - a. Keeping the calendar of events for their Use of Facilities rentals
    - b. Approving/denying the use of the facility
    - c. Assigning staff and hours (See last line of Facilities Use Application form.)
    - d. Signing employee time card for hours worked. (NOTE: The time card must include the administrator's signature, appropriate budget code, and the organization's name; otherwise the process will be delayed.)
- Note: Site budgets will be charged for any time cards turned in for any activity/function that does not have an approved Facilities Use Application on file at the District Office.
4. MOFT&T Department: Director will approve/deny use application and return application to the Business Office within 48 hours of receipt of application.
  5. Nutrition Services Department: if use of kitchen facilities/equipment is requested, User must complete the "Kitchen Use" form. The Nutrition Services Supervisor will approve/deny application, assign a food services employee and return the application to the Business Department within 48 hours of receipt of application.
  6. Business Manager/Account Supervisor: will calculate any applicable fees and sign the application.
  7. Business Office: notifies User that their application has been approved and the amount of any charges. Business Office will not release "final" approval until facility fees are paid and a certificate of insurance is received.

8. User: must pay any fees at the time the final approved Facilities Use Application is picked up, which must be prior to the first day of the event.
9. User: must notify the Business Office of cancellations one week prior to the event or a \$50.00 fee will be charged.
10. User: must keep "approved" copy of use agreement with him/her at all times during function for identification purposes.
11. Business Office: will send "yellow copy" of final approved application(s) to site administrator.
12. Assigned Employees: will submit a time card for hours worked, to the site administrator for his/her approval. The time card must include the complete name of the organization, i.e., Antelope Youth Soccer League, not "soccer."

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## **USE OF SCHOOL FACILITIES**

### **Facilities Use Application FEE CLASSIFICATIONS**

All charges are based on an amount sufficient to pay the cost to the district of salaries, supplies and utilities. Flat rate fees may be used for long-term or seasonal use.

#### **Fee Classifications:**

**Class I: Free - Non-profit organizations, clubs, or associations organized to promote youth and school activities, i.e., school sponsored programs, including student body activities and meetings for P.T.A., Parent Booster Clubs, School Employee organizations, and School Advisory Councils, youth sports groups such as Little Leagues, Youth Soccer, Bobby Sox, Camp Fire, Scout Troops and affiliated organizations, Senior Citizens, YMCA and YWCA, etc..**

Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs, unless their net receipts are expended for the welfare of the youth of the district.

#### **Exceptions:**

If the presence of a school employee( s) is required beyond his/her normal work hours or duties, the User will be charged for those hours at the District's direct cost rate. (See Fee Schedules).

Any additional costs for use of facilities and/or staff above and beyond those specified in the Facilities Use Application, will be invoiced by the District within 60 days. Invoices are due and

payable at the time of receipt.

#### **Class II: Direct Cost Fees**

1. Services conducted by religious groups.
2. Charitable fund-raising activities which are not beneficial to youth or public school activities of the district.
3. Events sponsored by religious or community groups, except those which qualify for free use.
4. Public agencies.

Note: In lieu of direct costs, the district may enter into a written joint-powers agreement with local public agencies.

5. Activities not previously identified which do not fall within the free-use of fair-rental-value classifications.
6. The district may engage in long-term contracts, six months or more, with religious organizations. Those organizations shall be charged at least direct costs for use of school facilities.

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#### **USE OF SCHOOL FACILITIES**

##### **Facilities Use Application CIVIC CENTER USE**

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2. The discussion of matters of general or public interest. (Ed. Code 38131)



3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization.
4. Child care programs to provide supervision and activities for children of preschool and elementary school age. (Ed. Code 38131)
5. The administration of examinations for the selection of personnel or the instruction of precinct Board members by public agencies. (Ed. Code 38131)
6. Supervised recreational activities. (Ed. Code 38131)
7. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. (Ed. Code 38131)
8. Other purposes deemed appropriate by the Board. (Ed. Code 38131)

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## USE OF SCHOOL FACILITIES

### Facilities Use Application FEE SCHEDULES

**CLASS I:** Facilities are available without charge to nonprofit organizations or groups that promote youth and school activities. Custodian charges will be assessed if the group uses the facility when a custodian is not normally on duty.

#### FACILITY FEES

##### CLASS II

##### DIRECT COST

##### CLASS III

##### FAIR MARKET VALUE

##### Gymnasium

\$ 42.00/Hr.

\$ 60.00/Hr.

##### Shower Room

\$ 20.00/Hr.

\$ 50.00/Hr.

##### Auditorium Wrestling Room

\$ 28.00/Hr.

\$113.00/Hr.

##### Multi-purpose Room/Cafeteria

\$ 29.00/Hr.

\$ 54.00/Hr.

##### Kitchen

\$ 20.00/Hr.  
\$ 54.00/Hr.  
Library  
\$ 18.00/Hr.  
\$ 42.00/Hr.  
Classroom/Faculty Room  
\$ 13.00/Hr.  
\$ 35.00/Hr.  
Fields/Track/Parking Lot\*  
\$ 10.00/Hr.  
\$ 29.00/Hr.

**\*Parking lot charges only applicable to events taking place in the parking lot.**

**STAFF FEES: Custodian     \$ 25.00/Hr.  
                  Food Service Staff     \$ 22.50/Hr.**

Â•     Payment for all one-time or single use events must be received prior to the scheduled use. For multiple use groups, fees for the first use must be paid prior to the event and subsequent uses will be invoiced by the district.

Â•     Additional charges for use of facility and/or staff beyond times specified in the Facilities Use Application will be invoiced by the District within 60 days.

Â•     CANCELLATION POLICY: The District Office must be notified of cancellations one week prior to the event, or a \$50.00 cancellation fee will be charged.

Â•     PAYMENT: Fees shall be paid to the Center Unified School District, Accounting Department, 8408 Watt Ave., Antelope, California 95843.

**ExhibitCENTER UNIFIED SCHOOL DISTRICT  
version: December 3, 2003   Antelope, California**

**FINANCIAL REPORTS AND ACCOUNTABILITY**

**Note:** The following policy is **optional** and should be revised to reflect district practice.

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

*(cf. 3100 - Budget)*

*(cf. 3110 - Transfer of Funds)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3430 - Investing)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 9000 - Role of the Board)*

**Note:** The following **optional** paragraph sets the Governing Board's expectation that the district's financial reports will adhere to generally accepted financial and accounting standards. The Governmental Accounting Standards Board (GASB) is a nonprofit agency that establishes financial and accounting standards for state and local government agencies, including school districts. By using the California Department of Education's (CDE) standardized account code structure (SACS) software to develop financial reports, the district will be assured of complying with generally accepted accounting principles prescribed by GASB and meeting other state and federal reporting guidelines.

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

*(cf. 3400 - Management of District Assets/Accounts)*

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When any such report must be approved by the Board prior to its submission to a local, state, and/or federal agency, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report and meet any applicable submission deadline.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

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

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

Note: The Fiscal Crisis and Management Assistance Team (FCMAT), which advises districts on fiscal management and works with insolvent districts, has identified 15 predictors of fiscal distress common in districts needing state intervention. These conditions include a governance crisis; absence of communication to educational community; lack of interagency cooperation; failure to recognize year-to-year trends (e.g., declining enrollment or deficit spending); flawed projections for average daily attendance; failure to maintain reserves; insufficient consideration of long-term bargaining agreement effects; flawed multi-year projections; inaccurate revenue and expenditure estimations; poor cash flow analysis and reconciliation; bargaining agreements beyond state cost-of-living adjustment; no integration of employee position control with payroll; limited access to timely personnel, payroll, and budget control data and reports; escalating general fund encroachment; and lack of regular monitoring of categorical programs. See FCMAT's Fiscal Oversight Guide for further information.

When the County Superintendent of Schools reviews the district's budget (see AR 3100 - Budget), he/she is required by Education Code 42127 and 42127.6 to consider whether more than three of these predictors are present. If so, or if the district is showing fiscal distress under state criteria and standards for budgets or interim reports, as specified in 5 CCR 15440-15451 and 15453-15464, the County Superintendent must investigate whether the district may be unable to meet its financial obligations for the current or two subsequent fiscal years.

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

Note: When a district is fiscally insolvent and is considering applying to the state for an emergency apportionment that exceeds 200 percent of the recommended reserve for that district, Education Code 41326 requires the Board to first discuss the need for that apportionment at a regular or special meeting. At that meeting, the Board must receive testimony from parents/guardians, exclusive representatives of employees, and other community members. If the district receives such an apportionment, it is subject to the conditions set forth in Education Code 41326, including assumption of all the Board's legal rights, duties, and powers by a state-appointed administrator.

### **Unaudited Actual Receipts and Expenditures**

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

### **Gann Appropriations Limit Resolution**

On or before September 15, the Board shall adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

*(cf. 9322 - Agenda/Meeting Materials)*

### **Interim Reports/Certification of Ability to Meet Fiscal Obligations**

Note: Education Code 42130 requires that the district issue two interim fiscal reports, as described below, based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464. See the accompanying administrative regulation for further information about the contents of the interim reports.

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Board, whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

Note: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the Superintendent of Public Instruction (SPI). The CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

Note: Education Code 42131 gives the County Superintendent 75 days after the close of the reporting period to change the district's positive certification to qualified or negative or, as amended by AB 2662 (Ch. 589, Statutes of 2012), to change the district's qualified certification to negative. Districts may appeal the County Superintendent's determination to the SPI, who will then determine the certification to be given to the district.

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Note: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit his/her comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted to the County Superintendent by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent is required to take one or more of the following actions: (1) assign a fiscal expert to advise the district on its financial problems; (2) conduct a study of the financial and budgetary conditions of the district including, but not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification; (6) withhold the Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign FCMAT to review and provide recommendations to improve the district's teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt (see section entitled "Non-Voter-Approved Debt Report" in the accompanying administrative regulation).

Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the County Superintendent 10 working days to review and comment on the proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Note: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

Note: Education Code 42637 authorizes the County Superintendent, at any time during the fiscal year if he/she concludes that the district's budget does not comply with criteria and standards adopted by the SBE, to conduct a comprehensive review of the financial and budgetary conditions of the district and report his/her findings to the Board at a public meeting. According to FCMAT's Fiscal Oversight Guide, this provision of the law requires the County Superintendent to exercise this authority when the district receives a negative certification and authorizes him/her to do so when the district receives a qualified certification. After receiving such a report, the Board must respond to the recommendations within 15 days.

At any time during the year when the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendation. (Education Code 42637)

**Audit Report**

Note: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent must do so at the district's cost. Thus, the paragraph below reflects the April 1 deadline.

Pursuant to Education Code 41020, if the district has a disapproved budget, has received a negative certification on any budget or interim fiscal report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern, any contract the district enters into for auditing services must be approved by the County Superintendent.

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

Note: Education Code 41020 requires the Board to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by March 1.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

## FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

Note: Education Code 41020 requires that districts rotate auditors as specified below. However, the district may request that the Education Audit Appeals Panel waive this requirement if no otherwise eligible auditor is available to perform the audit.

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

Note: Education Code 41020.3 requires the Board to review the audit report at an open meeting by January 31 of each year. However, Education Code 41020 requires that the audit report be filed with the County Superintendent, CDE, and State Controller no later than December 15. Thus, CSBA's publication Maximizing School Board Governance: Fiscal Accountability recommends that the Board conduct its review of the audit prior to December 15 whenever possible.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

### Audit Committee

Note: The following **optional** section may be revised to reflect district practice. Although it is the responsibility of district staff to prepare financial statements and the responsibility of the independent auditor to assure that the information in the statements is reliable and fairly presented, establishment of an audit committee provides an additional mechanism to ensure fiscal responsibility, as well as providing an opportunity for community participation. Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 9130 - Board Committees)*

*(cf. 9140 - Board Representatives)*



**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

*Legal Reference: (see next page)*

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

### *Legal Reference:*

#### **EDUCATION CODE**

1240 Duties of county superintendent of schools  
14500-14508 Financial and compliance audits  
17150-17150.1 Public disclosure of non-voter-approved debt  
17170-17199.5 California School Finance Authority  
33127 Standards and criteria for local budgets and expenditures  
33128 Standards and criteria; inclusions  
33129 Standards and criteria; use by local agencies  
35035 Powers and duties of superintendent  
41010-41023 Accounting system  
41326 Emergency apportionment  
41344 Repayment of apportionment significant audit exceptions  
41344.1 Appeals of audit findings  
41455 Examination of financial problems of local districts  
42100-42105 Requirement to prepare and file annual statement  
42120-42129 Budget requirements  
42130-42134 Financial reports and certifications  
42140-42142 Public disclosure of fiscal obligations  
42637 County superintendent review of district's financial and budgetary conditions  
42652 Revocation or suspension of warrant authority  
48300-48316 Student attendance alternatives

#### **GOVERNMENT CODE**

3540.2 School district; qualified or negative certification; proposed agreement review and comment  
7900-7914 Appropriations limit  
16429.1 Local agency investment fund  
53646 Reports of investment policy and compliance

#### **CODE OF REGULATIONS, TITLE 5**

15060 Standardized account code structure  
15070 Submission of reports using standardized account code structure  
15440-15451 Criteria and standards for school district budgets  
15453-15464 Criteria and standards for school district interim reports  
19810-19816.1 Audits

#### **UNITED STATES CODE, TITLE 31**

7501- 7507 Single audits of federal program funds

### *Management Resources:*

#### **CSBA PUBLICATIONS**

Maximizing School Board Governance: Fiscal Accountability, 2006

#### **CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS**

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007

Audit Resolution Process: Repayment Plans, December 8, 2000

#### **FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS**

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

#### **GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS**

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

## FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

### *Management Resources: (continued)*

#### GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS (continued)

*Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004*

*Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999*

#### STATE CONTROLLER PUBLICATIONS

*Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)*

#### U.S. GOVERNMENT ACCOUNTABILITY OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS

*Government Auditing Standards, 2011*

*Financial Audit Manual, revised 2008*

#### U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

*A-133 Audits of States, Local Governments, and Non-Profit Organizations*

#### WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

State Controller's Office: <http://www.sco.ca.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>

# **Center USD**

## **Board Policy**

### **Financial Reports And Accountability**

**BP 3460**

#### **Business and Noninstructional Operations**

The Governing Board is committed to ensuring the fiscal health of the district and providing public accountability. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3430 - Investing)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall provide the Board with financial reports throughout the year in accordance with law and as otherwise requested by the Board.

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education. He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

(cf. 3400 - Management of District Assets/Accounts)

Based on financial reports provided by the Superintendent or designee and in accordance with law and administrative regulation, the Board shall:

1. Approve and file an annual statement of the district's receipts and expenditures for the preceding fiscal year (Education Code 42100)
2. Adopt a resolution identifying the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year (Education Code 42132; Government Code 7910)
3. Approve interim fiscal reports and certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and two subsequent fiscal years (Education Code 42130, 42131)

**4. Provide for an annual audit, select an independent auditor, and review the audit report (Education Code 41020, 41020.3)**

The independent auditor shall present the audit report to the Board at a public meeting and the Board shall have an opportunity to ask questions of the auditor and request further information about the audit findings.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

**Audit Committee**

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

**Legal Reference:**

**EDUCATION CODE**

1240 Duties of County superintendent of schools  
14500-14508 Financial and compliance audits  
17150-17150.1 Public disclosure of non-voter-approved debt  
17170-17199.5 California School Finance Authority  
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33128 Standards and criteria; inclusions  
33129 Standards and criteria; use by local agencies  
35035 Powers and duties of superintendent  
41010-41023 Accounting system  
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41344 Repayment of apportionment significant audit exceptions  
41344.1 Appeals of audit findings  
41455 Examination of financial problems of local districts  
42100-42105 Requirement to prepare and file annual statement  
42120-42129 Budget requirements  
42130-42134 Financial reports and certifications  
42140-42142 Public disclosure of fiscal obligations  
42637 County Superintendent review of district's financial and budgetary conditions  
42652 Revocation or suspension of warrant authority  
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3540.2 School district; qualified or negative certification; proposed agreement review and comment  
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16429.1 Local agency investment fund  
53646 Reports of investment policy and compliance  
**CODE OF REGULATIONS, TITLE 5**  
15060 Standardized account code structure  
15070 Submission of reports using standardized account code structure  
15440-15451 Criteria and standards for school district budgets  
15453-15464 Criteria and standards for school district interim reports  
19810-19816.1 Audits

**Management Resources:**

**CSBA PUBLICATIONS**

Maximizing School Board Governance: Fiscal Accountability, 2006

**CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS**

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions,  
February 26, 2007

1208.00 Audit Resolution Process: Repayment Plans

**FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS**

**Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006**

**GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS**

**Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009**

**Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004**

**Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999**

**U.S. GENERAL ACCOUNTING OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS**

**Financial Audit Manual, revised 2003**

**U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS**

**A-133 Audits of States, Local Governments, and Non-Profit Organizations**

**STATE CONTROLLER PUBLICATIONS**

**Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)**

**WEB SITES**

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**California County Superintendents Educational Services Association: <http://www.ccsesa.org>**

**California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>**

**Education Audit Appeals Panel: <http://www.eaap.ca.gov>**

**Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>**

**Governmental Accounting Standards Board: <http://www.gasb.org>**

**School Services of California: <http://www.sscal.com>**

**State Controller's Office: <http://www.sco.ca.gov>**

**U.S. Government Accounting Office: <http://www.gao.gov>**

**U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>**

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: April 1, 2009      Antelope, California**

**FINANCIAL REPORTS AND ACCOUNTABILITY**

**Interim Reports**

Note: Education Code 42130 requires that the district issue two interim fiscal reports; see the accompanying Board policy. The reports must be based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464 and address the areas listed below.

Pursuant to 5 CCR 15455, one of the criteria is the maintenance of a general fund reserve for economic uncertainty; also see BP 3100 - Budget. By the 2013-14 fiscal year, the district is required to comply with the minimum reserve specified in 5 CCR 15455 applicable to its average daily attendance, which had been temporarily reduced to one-third of that amount beginning in the 2009-10 fiscal year pursuant to Education Code 33128.3.

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The report shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. (Education Code 33128.3, 42130; 5 CCR 15453-15464)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

*(cf. 3100 - Budget)*

*(cf. 3111 - Deferred Maintenance Funds)*

*(cf. 3220.1 - Lottery Funds)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

**Audit Report**

Note: Pursuant to Education Code 41020, each year the district is required to arrange for an independent audit of all the district's funds. The audit must be approved by the Governing Board and submitted to the County Superintendent of Schools, California Department of Education (CDE), and State Controller within specified timelines. See the accompanying Board policy.

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.



**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

Note: The following paragraph is **optional**. The Governmental Accounting Standards Board (GASB) Statement 34 contains requirements for the contents of the district's annual audited financial reports.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)

*(cf. 3430 - Investing)*

*(cf. 3451 - Petty Cash Funds)*

*(cf. 3452 - Student Activity Funds)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

Note: The following **optional** paragraph is for use by districts that elect to participate in the school district of choice program (Education Code 48300-48316); see Option 2 in BP/AR 5117 - Interdistrict Attendance. Pursuant to Education Code 48301, any district that elects to participate in the school district of choice program must ensure that its annual financial audit includes a review of the district's compliance with program requirements to establish a random, unbiased process for student admittance and to provide appropriate and factually accurate parent/guardian communications. A summary of any audit exceptions found by the auditor must be included in reports to each geographically adjacent school district, the county office of education, CDE, and Department of Finance as required by Education Code 48313.

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

*(cf. 5117 - Interdistrict Attendance)*

Note: Pursuant to 31 USC 7502, Office of Management and Budget (OMB) Circular A-133, and subsequent compliance supplements, whenever the district expends \$500,000 or more in federal funds during a fiscal year, its audit of federal funds must be submitted to the federal audit clearinghouse designated by the OMB within the timelines specified below. Although submission of the report is often done by the auditor, it is the district's responsibility to ensure that it is submitted on time.

When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (31 USC 7502)

**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

Note: Pursuant to Education Code 41344 and 41344.1, the district may informally or formally appeal an audit finding to the Education Audit Appeals Panel (EAAP) within the timelines noted below, when the audit finding requires the district to repay an apportionment or pay a penalty. If it finds that there has been substantial compliance with the law, the EAAP may waive or reduce repayments or order other remedial measures to induce future compliance.

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

**Fund Balance**

Note: The following **optional** section reflects the provisions of GASB Statement 54, which addresses the manner in which fund balances in the general fund must be reported in external financial reports. Pursuant to GASB 54, the Board has sole authority to specify purposes of committed funds (item #3 below) and also must express, or delegate the authority to express, intended purposes of resources resulting in the assigned fund balance (item #4 below); see BP 3100 - Budget.

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

## **FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

### **Negative Balance Report**

Note: When applicable, Education Code 42127.5 requires districts to report the reasons for a negative unrestricted fund balance or negative cash balance. "Unrestricted funds" are any funds that are not constrained by law to be spent on specific purposes and which therefore may be spent as the Board deems appropriate. Such funds may be reported in the committed fund balance, assigned fund balance, or unassigned fund balance as provided in items #3-5 in the section "Fund Balance" above.

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

### **Non-Voter-Approved Debt Report**

Note: The following section addresses notices regarding the issuance of revenue bonds, certificates of participation, and other non-voter-approved debts. Pursuant to Education Code 17150 and 17150.1, the County Superintendent and County Auditor may, within 15 days of receiving these notices from the district, comment publicly to the Board regarding the capability of the district to repay the debt obligation.

Pursuant to Education Code 42133, a district that has a qualified or negative certification in any fiscal year cannot issue non-voter-approved debt in that fiscal year or in the next fiscal year unless the County Superintendent determines that the district's repayment of the debt is probable.

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the County Auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

*(cf. 7214 - General Obligation Bonds)*

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and County Auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the County Auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

## FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

### Other Postemployment Benefits Report (GASB 45)

Note: GASB Statement 45 contains reporting requirements pertaining to "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). Under GASB 45, the district must report OPEBs as a current expense during the working years of an employee, calculated by an actuary using one of six specified actuarial cost methods. In addition, to the extent that the OPEBs are not prefunded in a designated fund or irrevocable trust, they must be reported as a liability on the district's financial statements. The decision of whether to prefund the benefits, and by how much, is at the Board's discretion; see BP 3100 - Budget.

The SBE's criteria and standards for budget adoption (5 CCR 15440-15451) require districts to estimate unfunded OPEBs as well as the unfunded portion of any self-insured benefits program. Changes to the unfunded liabilities are disclosed at interim reporting periods (5 CCR 15453, 15464). These reports are included in the state's standardized account code structure software used to develop budget and interim reports.

CSBA's GASB 45 Solutions program provides access to qualified actuaries and consultants and a GASB 45-compliant trust to prefund future obligations. See CSBA's web site for further information.

The following optional section may be revised to reflect district practice and should be deleted by districts that do not provide OPEBs.

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*  
*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

Note: Pursuant to GASB 45, the district must arrange for an actuary to update the valuation of its OPEB obligations either every two years (for OPEB plans with a total membership of 200 or more) or every three years (for OPEB plans with fewer than 200 members). CDE correspondence dated February 26, 2007 indicates that districts with fewer than 100 plan members may use an alternative method that does not require the services of an actuary. The district may revise the following paragraph to reflect the district's circumstances.

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

**FINANCIAL REPORTS AND ACCOUNTABILITY (continued)**

**Workers' Compensation Claims Report**

Note: The following optional section is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See BP 3100 - Budget for provisions related to funding the estimated accrued cost of workers' compensation claims.

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

# **Center USD**

## **Administrative Regulation**

### **Financial Reports And Accountability**

**AR 3460**

#### **Business and Noninstructional Operations**

##### **Unaudited Actual Receipts and Expenditures**

The Superintendent or designee shall prepare a statement of all unaudited actual receipts and expenditures of the district for the preceding fiscal year, using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). On or before September 15, the Governing Board shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)

##### **Gann Appropriations Limit Resolution**

The Board shall adopt a resolution on or before September 15 of each year to identify, pursuant to Government Code 7900-7914, the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

##### **Interim Reports**

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

(cf. 1340 - Access to District Records)

Each interim report shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The report shall be based on criteria and standards adopted by the State Board of Education (SBE) which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 33128.3, 42130, 42131; 5 CCR 15453-15466)

Within 45 days after the close of the period reported, the Board shall approve the interim fiscal report and certify, on the basis of the interim report and any additional financial information known by the Board to exist at the time of certification, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of the interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district submits a positive certification that is subsequently changed by the County Superintendent to a qualified or negative certification, the district may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Whenever the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after determining that the district's budget does not comply with SBE-adopted criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendations. (Education Code 42637)

If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)

#### **Audit Report**

By April 1 of each year, the Board shall provide for an audit of the district's books and accounts or the County Superintendent shall make arrangements to provide for that audit. (Education Code

41020)

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (Education Code 41020)

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

The Superintendent or designee shall cooperate with the auditor to provide the necessary financial records and to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

By January 31 of each year, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

(cf. 9322 - Agenda/Meeting Materials)

To the extent possible, the Board's review shall occur prior to December 15 to provide the Board and the community an opportunity to review the audit before it is submitted to local and state agencies.

No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of



**Education, and the State Controller. (Education Code 41020)**

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

### **Fund Balance**

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

### **Negative Balance Report**

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

### **Non-Voter-Approved Debt Report**

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt

instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

#### **Other Postemployment Benefits Report (GASB 45)**

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

#### **Workers' Compensation Claims Report**

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**  
**approved: October 20, 2010   Antelope, California**

**HAZARDOUS SUBSTANCES**

**Note:** The following optional policy may be revised to reflect district practice.

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

*(cf. 3514 - Environmental Safety)*

*(cf. 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5142 - Safety)*

*(cf. 6161.3 - Toxic Art Supplies)*

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

*(cf. 3510 - Green School Operations)*

*(cf. 3514.2 - Integrated Pest Management)*

**Note:** Pursuant to Education Code 49401.5, districts may request consultation services from the Department of Industrial Relations, Division of Occupational Safety and Health, to ensure that hazardous materials are being used and stored safely in schools. See the accompanying administrative regulation for legal requirements related to storage and disposal of hazardous substances.

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

**Note:** 8 CCR 5194 requires that employers develop and implement a written hazard communication program to inform and train employees who may be exposed to hazardous substances. See the accompanying administrative regulation for required program components. The following paragraph also requires communication with students and others as necessary and may be revised to reflect district practice.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

*(cf. 1240 - Volunteer Assistance)*

## HAZARDOUS SUBSTANCES (continued)

Note: The following paragraph is for use by districts that offer science laboratory classes, at any grade level, that expose employees to hazardous substances. Pursuant to 8 CCR 5191, any employer that maintains a workplace where there is laboratory use of hazardous chemicals (i.e., where relatively small quantities of hazardous chemicals are used but not produced) is required to have a written chemical hygiene plan to protect employees. See the accompanying administrative regulation for required program components.

In addition, Education Code 49340-49341 encourage educational efforts to increase awareness of students and staff dealing with hazardous materials in school laboratories in order to minimize injuries, loss of property, and classroom disruptions. For further information about safe handling of potentially hazardous substances in science laboratory classes, see the California Department of Education's Science Safety Handbook for California Public Schools.

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

*(cf. 6142.93 - Science Instruction)*

*Legal Reference: (see next page)*

## HAZARDOUS SUBSTANCES (continued)

### *Legal Reference:*

#### EDUCATION CODE

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

#### FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

#### HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

#### LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

#### CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard communication

#### CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Science Safety Handbook for California Public Schools, 2012*

#### WEB SITES

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

California Department of Education: <http://cde.ca.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

# **Center USD**

## **Board Policy**

### **Hazardous Substances**

**BP 3514.1**

#### **Business and Noninstructional Operations**

The Governing Board recognizes that potentially hazardous substances are used in the daily operations of our schools. The Superintendent or designee shall ensure these substances are inventoried, used, stored and regularly disposed of in a safe and legal manner.

Insofar as possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored on school property and shall substitute less dangerous materials for hazardous substances.

#### **Hazard Communication Program**

The Superintendent or designee shall develop, implement and monitor a written hazard communication program in accordance with state law. As part of this program, he/she shall ensure that employees are fully informed about the properties and potential hazards of substances to which they may be exposed and that material safety data sheets are readily accessible to them.

Teachers shall instruct students about the importance of proper handling, storage, disposal and protection when using any potentially hazardous substance.

(cf. 3514 - Environmental Safety)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141.23 - Infectious Disease Prevention)

(cf. 6161.3 - Toxic Art Supplies)

#### **Legal Reference:**

##### **EDUCATION CODE**

49341 Legislative findings

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

##### **FOOD AND AGRICULTURAL CODE**

12981 Regulations re pesticides and worker safety

##### **HEALTH AND SAFETY CODE**

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

##### **LABOR CODE**

6360-6363 Hazardous Substances Information and Training Act

**CODE OF REGULATIONS, TITLE 8**  
**5194 Hazard Communication**

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: September 24, 1997Antelope, California**

**HAZARDOUS SUBSTANCES**

**Cautionary Notice 2010-13:** AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 and Government Code 17581.5 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under those sections. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

Note: Education Code 49411 requires the California Department of Education (CDE), in cooperation with the Department of Industrial Relations (DIR), to develop a list of chemical compounds used in school programs, including the potential hazards and estimated shelf life of each compound. The applicable list is the list prepared by DIR pursuant to Labor Code 6382 and provided in 8 CCR 339.

*Hazardous substance* means a substance, material, or mixture which is likely to cause illness or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, an irritant, or otherwise harmful. Hazardous substances, as identified by the Department of Industrial Relations, are listed in 8 CCR 339. (8 CCR 339, 5161)

**Storage and Disposal of Chemicals**

The Superintendent or designee shall adopt measures to ensure that hazardous substances on any district property are stored and disposed of properly in accordance with law. Such measures shall include, but are not limited to, the following: (8 CCR 5164)

1. Substances which react violently or evolve toxic vapors or gases when mixed, or which in combination become toxic, flammable, explosive, or otherwise hazardous, shall be separated from each other in storage by distance, partitions, secondary containment, or otherwise so as to preclude accidental contact between them.
2. Hazardous substances shall be stored in containers which are chemically inert to and appropriate for the type and quantity of the hazardous substance.
3. Containers of hazardous substances shall not be stored in such locations or manner as to result in physical damage to or deterioration of the container or where they are exposed to heat sufficient to rupture the container or to cause leakage.
4. Containers used to package a substance which gives off toxic, poisonous, corrosive, asphyxiant, suffocant, or anesthetic fumes, gases, or vapors in hazardous amounts, excluding small quantities of such materials kept in closed containers or materials kept in tank cars or trucks, shall not be stored in locations where it could be reasonably anticipated that persons would be exposed.

(cf. 3514 - Environmental Safety)

Note: Pursuant to Education Code 49411, the County Superintendent of Schools may implement a system for disposing of chemicals from schools within the county or may allow districts to arrange for the disposal of chemicals. The following paragraph may be revised to reflect local practice.



**HAZARDOUS SUBSTANCES (continued)**

The Superintendent or designee shall regularly remove and dispose of all chemicals whose estimated shelf life has elapsed. (Education Code 49411)

**Hazard Communication Program**

Note: Districts are required to have a written hazard communication program that addresses the categories specified in items #1-7 below. Optional language provided below within each category may be revised to reflect district practice. For assistance complying with legal requirements, districts may consult CSBA's HazMat Communications Program.

The district's written hazard communication program shall include at least the components listed below and shall be available upon request to all employees and their designated representatives. The program shall apply to any hazardous substance which is known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use or in a reasonably foreseeable emergency resulting from workplace operations. (8 CCR 5194)

**1. Container Labeling**

No container of hazardous substance, unless exempted by law, shall be accepted by the district or any district school unless labeled, tagged, or marked by the supplier with the identity of the hazardous substance, hazard warning statements, and the name and address of the chemical manufacturer or importer. No label on an incoming container shall be removed or intentionally defaced unless the container is immediately marked with the required information.

Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement, unless the substances are intended only for the immediate use of the employee who performs the transfer.

**2. Safety Data Sheets**

Note: Pursuant to 8 CCR 5194, districts are required to maintain a safety data sheet (SDS) (formerly called a "material safety data sheet") for each hazardous substance they use. The SDS is generally prepared by the manufacturer or importer and must include the types of information specified in 8 CCR 5194.

Upon receiving a hazardous substance or mixture, the Superintendent or designee shall ensure that the manufacturer or importer has furnished a safety data sheet (SDS) as required by law. If the SDS is missing or obviously incomplete, the Superintendent or designee shall, within seven working days of noting the missing or incomplete information, request a new SDS from the manufacturer or importer. If a response is not received within 25 working days, the Superintendent or designee shall send a copy of the district's written inquiry to the California Occupational Safety and Health Division (Cal/OSHA). (8 CCR 5194)

## HAZARDOUS SUBSTANCES (continued)

Note: Pursuant to 8 CCR 5194, districts must ensure that all SDS are readily accessible. Alternatives to paper copies are allowable as long as no barrier to immediate access in each workplace is created by such options. Online and SDS-on-demand programs for this purpose are available through CSBA.

The Superintendent or designee shall maintain the required SDS for each hazardous substance in the workplace and shall ensure that it is readily accessible to employees in their work area during working hours. The SDS may be maintained in paper copy, electronically, or through other means, provided that employees have immediate access and understand how to use the alternative system.

### 3. Employee Information and Training

Note: The information and training required pursuant to 8 CCR 5194, as described below, must be provided to employees who could be exposed to hazardous substances under normal conditions of use or in a reasonably foreseeable emergency. The district should make an assessment for each employee as to whether he/she is expected to use any chemicals in the performance of his/her job duties or if there is the potential for exposure because of the existence of chemicals in the workplace.

Employees shall receive information and training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. The information and training shall include, but are not limited to, the following topics: (8 CCR 5194)

- a. The requirements of 8 CCR 5194, including employee rights described therein
- b. The location and availability of the district's written hazard communication program, including the list of hazardous materials and all SDS
- c. Any operations in the work area where hazardous substances are present
- d. The physical and health effects of the hazardous substances in the work area
- e. Methods and observations that may be used to detect the presence or release of hazardous substances in the work area
- f. Measures that employees can take to protect themselves from exposure to hazardous substances, including specific procedures the district has implemented to protect employees, such as appropriate work practices, emergency procedures, and personal protective equipment to be used
- g. How to read and use the labels and SDS

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

## **HAZARDOUS SUBSTANCES (continued)**

### **4. List of Hazardous Substances**

Note: 8 CCR 5194 requires that a complete list of hazardous substances be provided within the written hazard communication program, preferably with an indication of the work area(s) where the substances are found. This list may also be provided here.

The written hazard communication program shall include a list of the hazardous substances known to be present in the workplace as a whole or for individual work areas. (8 CCR 5194)

### **5. Hazardous Nonroutine Tasks**

Note: Pursuant to 8 CCR 5194, the written hazard communication program must include methods the employer will use to inform employees of the hazards of nonroutine tasks and the hazards associated with substances contained in unlabeled pipes in their work areas. The following paragraph may be revised to reflect district practice.

When employees are required to perform hazardous nonroutine tasks or to work on unlabeled pipes that contain hazards, they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measures which must be used, such as ventilation, respirators, other personal protective equipment, and/or the presence of another employee. They shall also receive information about emergency procedures to follow if accidentally exposed to the hazardous substance.

### **6. Information to Contractors**

To ensure that outside contractors and their employees work safely in district facilities, the Superintendent or designee shall inform contractors of hazardous substances which are present on the site and precautions that they may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.

## **Chemical Hygiene Plan**

Note: The following section is for use by districts that offer science laboratory classes, at any grade level, that expose employees to hazardous chemicals. Pursuant to 8 CCR 5191, any employer maintaining workplaces where there is laboratory use of hazardous chemicals is required to have a written chemical hygiene plan with the components listed below.

The district's chemical hygiene plan shall address exposure to hazardous chemicals in school laboratories and shall include the following components: (8 CCR 5191)

**HAZARDOUS SUBSTANCES (continued)**

1. Standard operating procedures relevant to safety and health considerations to be followed when laboratory work involves the use of hazardous chemicals
2. Criteria that the district will use to determine and implement control measures to reduce exposure to hazardous chemicals, including engineering controls, the use of personal protective equipment, and hygiene practices
3. A requirement that protective equipment comply with state regulations and that specific measures be taken to ensure proper and adequate performance of such equipment

Note: 8 CCR 5191 requires that the chemical hygiene plan include the provision of specified information and training to employees working in laboratories, as provided in items #4 and 5 below. Many of these topics are the same as those required to be included in the hazard communication program pursuant to 8 CCR 5194 (see item #3 of the section "Hazard Communication Program" above). The district may combine the training and information required by 8 CCR 5191 and 5194 provided that all required topics are addressed.

4. Provision of specified information at the time of an employee's initial assignment to a work area where hazardous chemicals are present and prior to assignments involving new exposure situations

Note: Pursuant to 8 CCR 5191, the district has discretion to determine the frequency of the employee training described in item #5 below. The following item may be revised to reflect district practice.

5. Provision of specified employee training in accordance with the schedule determined by the Superintendent or designee
6. The circumstances under which a particular laboratory operation, procedure, or activity shall require prior approval of the Superintendent or designee before implementation
7. Provisions for medical consultations and examinations whenever there is evidence, as specified, that the employee may have been exposed to a hazardous chemical
8. Designation of an employee, who is qualified by training or experience, to serve as the district's chemical hygiene officer to provide technical guidance in the development and implementation of the chemical hygiene plan
9. Provisions for additional employee protection for work with particularly hazardous substances, as specified

**HAZARDOUS SUBSTANCES (continued)**

The plan shall be readily available to employees and employee representatives, and, upon request, to Cal/OSHA. (8 CCR 5191)

The Superintendent or designee shall review and evaluate the effectiveness of the chemical hygiene plan at least annually and shall update it as necessary. (8 CCR 5191)

# **Center USD**

## **Administrative Regulation**

### **Hazardous Substances**

**AR 3514.1**

#### **Business and Noninstructional Operations**

Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

The disposal of chemicals may be accomplished in accordance with removal and disposal systems established by the County Office of Education or by permission of the County Superintendent of Schools. (Education Code 49411)

#### **Hazard Communication Program**

The written hazard communication program shall be available upon request to all employees and their designated representatives. (8 CCR 5194)

The following materials are exempted from the hazard communication program and this district regulation: hazardous wastes; tobacco products; wood and wood products; manufactured articles; food, drugs and cosmetics intended for personal consumption by employees while in the workplace; and substances used in compliance with regulations issued by the Department of Pesticide Regulation pursuant to Food and Agricultural Code 12981.

##### **1. Container Labeling**

Except for consumer products, pesticides, alcoholic beverages, and food, drug and additive products which are already labeled in compliance with federal law, no container of hazardous substance shall be accepted by schools or the district unless labeled by the supplier with the following information:

- a. Identity of the hazardous substance(s)
- b. Hazard warning statements
- c. Name and address of the chemical manufacturer or importer

Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement.

## **2. Material Safety Data Sheets**

Upon receiving a hazardous substance or mixture, the Superintendent or designee shall ensure that the manufacturer has also furnished a Material Safety Data Sheet (MSDS) as required by law. If the MSDS is missing or obviously incomplete, the Superintendent or designee shall request a new MSDS from the manufacturer and shall notify the California Occupational Safety and Health Division (Cal/OSHA) if a complete MSDS is not received.

The Superintendent or designee shall maintain copies of the MSDS for all hazardous substances and ensure that they are kept up to date and available to all affected employees during working hours. He/she shall review each incoming MSDS for new and significant health or safety information and shall disseminate this information to affected employees.

## **3. Employee Information and Training**

Employees shall receive inservice training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. This training shall include but is not limited to: (8 CCR 5194)

- a. An overview of the requirements of California's Hazard Communication Regulation (8 CCR 5194), including employee rights described therein
  - b. The location, availability and content of the district's written hazard communication program
  - c. Information as to any operations in the employees' work area where hazardous substances are present
  - d. The physical and health effects of the hazardous substances in the work area
  - e. Techniques and methods of observation that may determine the presence or release of hazardous substances in the work area
  - f. Methods by which employees can lessen or prevent exposure to these hazardous substances, such as appropriate work practices, use of personal protective equipment and engineering controls
  - g. Steps the district has taken to lessen or prevent exposure to these substances
  - h. Instruction on how to read labels and review the MSDS for appropriate information
  - i. Emergency and first aid procedures to follow if exposed to the hazardous substance(s)
- ## **4. List of Hazardous Substances**

For specific information about the hazardous substances known to be present in the district and schools, employees may consult the MSDS.

**5. Hazardous Nonroutine Tasks**

When employees are required to perform hazardous nonroutine tasks, they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measures which must be used. They shall also receive information about emergency procedures and the measures the district has taken to lessen the hazards, including ventilation, respirators, and the presence of another employee.

**6. Hazardous Substances in Unlabeled Pipes**

Before starting to work on unlabeled pipes, employees shall contact their supervisors for information as to the hazardous substance(s) contained in the pipes, the potential hazards, and safety precautions which must be taken.

(cf. 3514 - Environmental Safety)

**7. Informing Contractors**

To ensure that outside contractors and their employees work safely in district buildings and schools, the Superintendent or designee shall inform these contractors of hazardous substances which are present on the site and precautions that employees may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.

**Regulation     CENTER UNIFIED SCHOOL DISTRICT**  
**approved: September 24, 1997     Antelope, California**



**All Personnel**

E 4112.9(a)  
4212.9  
4312.9

**EMPLOYEE NOTIFICATIONS**

Note: The following exhibit lists notices which the law requires be provided to employees. Unless otherwise indicated, code numbers below refer to Education Code sections.

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. To All Employees</b>			
At the beginning of school year or upon employment	231.5, Government Code 12950, 2 CCR 7288.0	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees	17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	37616	AR 6112	Public hearing on year-round program
To all employees, prior to implementing block schedule	46162	AR 6112	Public hearing on block schedule
Annually to all employees	49013; 5 CCR 4622	AR 1312.3 BP 3260	Uniform complaint procedures, available appeals, civil law remedies, identity of coordinator, complaints about student fees
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of public employees
To all employees	Government Code 8355; 41 USC 8102	BP 4020 BP 4159 4259 4359	District's drug- and alcohol- free workplace; actions to be taken if violated; available employee assistance programs
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus

E 4112.9(b)  
4212.9  
4312.9

## EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>I. To All Employees (continued)</b>			
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees	Health and Safety 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, methods to prevent exposure
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
Upon employment or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees via employee handbook, or to each new employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act
To all employees and job applicants	34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
Annually to all employees	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

E 4112.9(c)  
4212.9  
4312.9

## **EMPLOYEE NOTIFICATIONS (continued)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. To Certificated Employees</b>			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	22461	AR 4117.14 4317.14	Postretirement compensation limitation
To certificated employees	35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation	44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district elects to issue reemployment notices to certificated employees	44842	AR 4112.1	Request to notify district of intent to remain in service for the following school year; copy of law
To certificated employees upon employment	44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment	44929.21	AR 4117.6	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause	44934	AR 4117.4 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct	44938	AR 4118	Notice of deficiency and opportunity to correct

E 4112.9(d)  
4212.9  
4312.9

## EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>II. To Certificated Employees (continued)</b>			
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	44940.5	AR 4118	Notice of intent to dismiss 30 days from notice
To probationary employees 30 days prior to dismissal, or not later than March 15 for second-year probationary employees	44948.3	AR 4117.4	Reasons for dismissal and opportunity to appeal
To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15	44948.5	AR 4117.4	Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when student engages in or is reasonably suspected of specified acts	49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct	5 CCR 80303	AR 4117.7	Contents of state regulation re: report to Commission on Teacher Credentialing
<b>III. To Classified Employees</b>			
To classified employee charged with mandatory leave of absence offense, in merit system district	44940.5	AR 4218	Notice of intent to dismiss in 30 days

E 4112.9(e)  
4212.9  
4312.9

## **EMPLOYEE NOTIFICATIONS (continued)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. To Classified Employees (continued)</b>			
When classified employee is subject to disciplinary action for cause, in nonmerit district	45113	AR 4218	Notice of charges, procedures, and employee rights
To classified employees, at least 60 days prior to layoff, or by April 29 if specially funded program is expiring at end of school year	45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3514	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
<b>IV. To Administrative/Supervisory Personnel</b>			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

E 4112.9(f)  
4212.9  
4312.9

## EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>V. To Individual Employees Under Special Circumstances</b>			
Prior to placing derogatory information in personnel file	44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
Notice or training to employee with access to confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime at workplace	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter	8 CCR 3204, 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave

E 4112.9(g)  
4212.9  
4312.9

## **EMPLOYEE NOTIFICATIONS (continued)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>V. To Individual Employees Under Special Circumstances (continued)</b>			
Within five days of employee's request for family care and medical leave	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations

# Center USD

## Exhibit

### Employee Notifications

E 4112.9, 4212.9, 4312.9

### Personnel

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>I. To All Employees</b>			
At the beginning of school year or upon employment	231.5, Government Code 12950, 2 CCR 7288.0	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees	17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	37616	AR 6112	Public hearing on year-round program
To all employees, prior to implementing block schedule	46162	AR 6112	Public hearing on block schedule
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of public employees
To all employees	Government Code 8355; 41 USC 8102	BP 4020 BP 4159 4259 4359	District's drug- and alcohol- free workplace; actions that will be taken if violated; available employee assistance programs
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees	Health and Safety 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, methods to prevent exposure



<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. To All Employees (continued)</b>			
Upon employment or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
Annually to all employees	5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies, identity of coordinator
To all employees via employee handbook, or to each new employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act
To all employees and job applicants	34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
Annually to all employees	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

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
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Upon employment of a retired certificated individual	22461	AR 4117.14 4317.14	Postretirement compensation limitation
To certificated employees	35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation	44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district elects to issue reemployment notices to certificated employees	44842	AR 4112.1	Request to notify district of intent to remain in service for the following school year; copy of law
To certificated employees upon employment	44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment	44929.21	AR 4117.6	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause	44934	AR 4117.4 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct	44938	AR 4118	Notice of deficiency and opportunity to correct

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. To Certificated Employees (continued)</b>			
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	44940.5	AR 4118	Notice of intent to dismiss 30 days from notice
To probationary employees 30 days prior to dismissal, or not later than March 15 for second-year probationary employees	44948.3	AR 4117.4	Reasons for dismissal and opportunity to appeal
To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15	44948.5	AR 4117.4	Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when student engages in or is reasonably suspected of specified acts	49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct	5 CCR 80303	AR 4117.7	Contents of state regulation re: report to Commission on Teacher Credentialing
<b>III. To Classified Employees</b>			
To classified employee charged with mandatory leave of absence offense, in merit system district	44940.5	AR 4218	Notice of intent to dismiss in 30 days

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. To Classified Employees (continued)</b>			
When classified employee is subject to disciplinary action for cause, in nonmerit district	45113	AR 4218	Notice of charges, procedures, and employee rights
To classified employees, at least 45 days prior to layoff, or by April 29 if specially funded program is expiring	45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
<b>IV. To Administrative/Supervisory Personnel</b>			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
<b>V. To Individual Employees Under Special Circumstances</b>			
Prior to placing derogatory information in personnel file	44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>V. To Individual Employees Under Special Circumstances (continued)</b>			
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
Notice or training to employee with access to confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime at workplace	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter	8 CCR 3204, 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for family care and medical leave	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations

**POSTRETIREMENT EMPLOYMENT**

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

**Note:** The following optional administrative regulation addresses the legal requirements related to the rights and benefits provided by law to retired members of the State Teachers' Retirement System (STRS) when they are hired by the district after their retirement.

When necessary, the district may, subject to specific legal requirements, hire a qualified retired certificated individual who possesses the knowledge and experience needed to perform specialized work or service for the district, as an employee, the employee of a third party, or an independent contractor/consultant.

*(cf. 3600 - Consultants)*  
*(cf. 4111/4211/4311 - Recruitment and Selection)*  
*(cf. 4112 - Appointment and Conditions of Employment)*

**Note:** Pursuant to Education Code 24214, retired members of STRS may be hired to perform work that would normally accrue service credit in STRS (creditable service). Such retired individuals are allowed to receive compensation for rendered services without reduction in their retirement allowance, as long as the compensation does not exceed the compensation limit computed and adjusted annually by STRS.

Any retired certificated individual who is a member of the defined benefit program of the State Teachers' Retirement System (STRS) and who is hired by the district to perform any service pursuant to Education Code 22119.5 or 26113 shall be paid at a rate commensurate with that of other district employees performing comparable duties. However, such a retired individual shall not make contributions to the retirement fund or accrue service credits based on compensation earned from that service. (Education Code 24214)

**Note:** Education Code 24214.5 prohibits retired STRS members from performing creditable service by returning to postretirement employment for at least six months after their retirement. A return to creditable service during the six-month period may result in a dollar for dollar loss on a retiree's retirement allowance. Pursuant to Education Code 24214.5, as amended by AB 340 (Ch. 296, Statutes of 2012), a retired individual may be exempted from this prohibition if he/she has attained the normal retirement age and certain conditions are met, including not receiving any financial inducement to retire. Such a retired individual shall nevertheless be subject to the postretirement compensation limitation specified in Education Code 24214.

## **POSTRETIREMENT EMPLOYMENT (continued)**

No retired certificated individual who is a member of STRS shall be hired by the district for at least six calendar months after his/her retirement from service unless he/she has attained the normal retirement age. Such hiring shall only be made with Governing Board approval in a public meeting, as reflected in a resolution that shall include information about the nature of the appointment and the following findings: (Education Code 24214.5)

1. The appointment is necessary to fill a critically needed position before 180 days have passed.
2. The retired individual is eligible for this exemption because he/she did not receive additional service credit pursuant to Education Code 22714 or 22715 or a financial inducement to retire.
3. The retired individual's termination of employment with the district is not the basis for the need to acquire the services of the retired individual.

*(cf. 9320 - Meetings and Notices)*

Note: Special rules apply to the hiring of an individual receiving a STRS disability allowance and the district should consult STRS and legal counsel prior to employing any such disability allowance recipient.
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### **Postretirement Compensation Limitation**

Note: Education Code 22461 requires the district to notify retired individuals of the postretirement compensation limitation, but expressly immunizes the district against liability for any amount paid in excess of the limitation or for failing to inform the retired individual that continuation of service would exceed the limitation.
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Whenever the district retains the services of a retired individual as a district employee, employee of a third party, or an independent contractor, the Superintendent or designee shall: (Education Code 22461, 24214)

1. Advise the retired individual of the postretirement compensation limitation set forth in Education Code 24214 or 24214.5 or any other applicable law
2. Maintain accurate records of the retired individual's compensation and report it monthly to STRS and the individual, regardless of the method of payment or the fund from which the payments are made

## **POSTRETIREMENT EMPLOYMENT (continued)**

When employing a retired individual who is eligible for any exemption from the postretirement compensation limitation, the Superintendent or designee shall submit to STRS all required documentation to substantiate eligibility for the exemption. (Education Code 24214, 24214.5)

### *Legal Reference:*

#### **EDUCATION CODE**

*22119.5 Creditable service, definition*  
*22461 Notice of earnings limitation*  
*22714 Encouragement of retirement*  
*22715 Additional service credit*  
*22716 Unpaid services*  
*24116 Service at California State University*  
*24214 Creditable service by retiree*  
*24214.5 Postretirement compensation limit; members below normal retirement age*  
*24215 Service at California State University*  
*26113 Creditable service, definition*  
*35046 Consultancy contracts*  
*41320.1 Appointment of trustee*  
*42120-42129 Budget completion*  
*44830 Employment of certificated employees*  
*44830.3 Employment of district interns*  
*44929 Service credit under STRS; additional two years*  
*44929.1 2+2 service and year credit option under STRS*  
*52055.57-52055.60 Local Educational Agency Intervention program*

### *Management Resources:*

#### **WEB SITES**

*California State Teachers' Retirement System: <http://www.calstrs.com>*



# **Center USD**

## **Administrative Regulation**

### **Postretirement Employment**

**AR 4117.14 4217.14**

#### **Personnel**

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants district flexibility in "Tier 3" categorical programs. The Center Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-2009 through 2012-2013 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

The Governing Board may hire retired certificated individuals who possess unique knowledge and experience to perform specialized work of a limited duration.

Any retired certificated individual who is a member of the defined benefit program of the State Teachers' Retirement System (STRS) and who is hired by the district to perform services pursuant to this administrative regulation shall not make contributions to the retirement fund or accrue service credit based on compensation earned from that service. (Education Code 24214)

Any retired individual hired under this administrative regulation shall be paid at a rate commensurate with that of other district employees performing comparable duties. (Education Code 24214)

Beginning July 1, 2010, any certificated individual who is a member of STRS and who retires from service below normal retirement age shall not be hired for service pursuant to this administrative regulation for at least six calendar months after his/her retirement from service. (Education Code 24214.5)

#### **Postretirement Compensation Limitation**

Upon retaining the services of a retired individual as a district employee, employee of a third party, or an independent contractor, the Superintendent or designee shall: (Education Code 22461, 24214)

1. Advise the retired individual of the postretirement compensation limitation set forth in Education Code 24116, 24214, and 24215
2. Maintain accurate records of the retired individual's compensation and report it monthly to STRS and the individual regardless of the method of payment or the fund from which the

payments are made

When employing a retired individual eligible for any of the exemptions from the postretirement compensation limitation stated below, the Superintendent or designee shall submit to STRS, no later than June 30 of the school year for which the exemption is to apply, all required documentation to substantiate eligibility for the exemption. (Education Code 24216, 24216.5, 24216.6)

#### **Exemption for Providing Specified Instructional Services**

Until June 30, 2012, any retired certificated individual employed by the district shall be exempt from the compensation limitation for members of STRS provided that he/she retired from service with an effective date on or before January 1, 2009, and is employed to provide any of the following services: (Education Code 24216.5, 24216.6)

1. Direct classroom instruction to students in grades K-12
2. Support and assessment for new teachers through the Beginning Teacher Support and Assessment program pursuant to Education Code 44279.1-44279.7  
(cf. 4131.1 - Beginning Teacher Support/Induction)
3. Support to individuals completing student teaching assignments
4. Support to individuals participating in an alternative certification program pursuant to Education Code 44380-44386 or a school paraprofessional teacher training program pursuant to Education Code 44390-44393  
(cf. 4112.21 - Interns)  
(cf. 4222 - Teacher Aides/Paraprofessionals)
5. Instruction and student services to students enrolled in special education programs pursuant to Education Code 56000-56885  
(cf. 4112.23 - Special Education Staff)
6. Instruction to students enrolled in English language learner programs pursuant to Education Code 300-340, 400-410, and 430-446  
(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)
7. Direct remedial instruction to students in grades 2-12 for the programs specified in Education Code 37252 and 37252.2  
(cf. 5123 - Promotion/Acceleration/Retention)  
(cf. 6179 - Supplemental Instruction)

Retired individuals who are exempt from the limitation on compensation shall be treated as part of a distinct class of temporary employees within the existing bargaining unit whose service may not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of the district. (Education Code 24216.5, 24216.6)

The compensation for the class of retired individuals shall be agreed to in the collective bargaining agreement between the district and the exclusive representative for the bargaining unit. (Education Code 24216.5, 24216.6)

#### **Exemption for Appointment as Trustee/Administrator or for Emergency Situations**

Until June 30, 2012, a retired certificated individual shall be exempt from the postretirement compensation limitation for a maximum period of 24 consecutive months if he/she is appointed by the Superintendent of Public Instruction as a trustee or administrator pursuant to Education Code 41320.1, appointed as a trustee by the State Board of Education pursuant to Education Code 52055.57-52055.60 (the Local Educational Agency Intervention program), or assigned to a position by the County Superintendent of Schools pursuant to Education Code 42122-42129. (Education Code 24216)

Until June 30, 2012, a retired individual shall be exempt from the postretirement compensation limitation up to an additional one-half of the full-time position when employed in an emergency situation to fill a vacant administrative position requiring highly specialized skills, provided that all of the following conditions are met: (Education Code 24216)

1. The vacancy occurred due to circumstances beyond the district's control.
2. The recruitment process to fill the vacancy on a permanent basis is expected to extend over several months.
3. The employment is reported in a public meeting of the Board.

(cf. 9320 - Meetings and Notices)

4. The retired individual's termination of employment with the district is not the basis for the vacant administrative position.

The above exemptions shall not apply to any individual who has received additional retirement service credit pursuant to Education Code 22715 or 22716. A retiree who has received an additional service credit pursuant to Education Code 22714 or 22714.5 shall be ineligible for the above exemptions for one year from his/her effective date of retirement for service performed in any California district, community college district, or county office of education. (Education Code 24216)

(cf. 4117.13/4317.13 - Early Retirement Option)

## **Consultancy Contracts**

A retired certificated employee serving as a consultant shall be retained as an employee and his/her service shall be limited in accordance with retirement system rules and regulations. (Education Code 35046)

To be eligible for consideration for a consultancy contract, a retired certificated employee must have served the district or the County Superintendent for at least 10 years and be at least 55 years of age. (Education Code 35046)

Retirement consultancy contracts are renewable annually for up to five years or until the employee reaches age 65, whichever comes first. (Education Code 35046)

### **Legal Reference:**

#### **EDUCATION CODE**

300-340 English language education  
400-410 English language acquisition program  
430-446 English Learner and Immigrant Student Federal Conformity Act  
22119.5 Creditable service, definition  
22461 Notice of earnings limitation  
22714 Encouragement of retirement  
22714.5 2+2 service and year credit option under STRS  
22715 Additional service credit  
22716 Unpaid services  
24116 Service at California State University  
24214 Creditable service by retiree  
24214.5 Postretirement compensation limit; members below normal retirement age  
24215 Service at California State University  
24216 Payments to retirants in excess of limitation  
24216.5 Exemption from earnings limitation  
24216.6 Exemption from earnings limitation  
35046 Consultancy contracts  
37252-37254.1 Supplemental instruction  
41320.1 Appointment of trustee  
42120-42129 Budget completion  
44279.1-44279.7 Beginning Teacher Support and Assessment Program  
44380-44386 Alternative certification program  
44390-44393 School paraprofessional teacher training program  
44830 Employment of certificated employees  
44830.3 Employment of district interns  
44929 Service credit under STRS; additional two years  
44929.1 2+2 service and year credit option under STRS  
52055.57-52055.60 Local Educational Agency Intervention program  
56000-56885 Special education

**Management Resources:**

**WEB SITES**

**California State Teachers' Retirement System: <http://www.calstrs.com>**

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**

**approved: February 16, 2011 Antelope, California**

**STUDENT WELLNESS**

Note: The Healthy, Hunger-Free Kids Act of 2010 (42 USC 1758b) mandates each district participating in the National School Lunch Program (42 USC 1751-1769) or any program in the Child Nutrition Act of 1966 (42 USC 1771-1791), including the School Breakfast Program, to adopt a districtwide school wellness policy. The following policy fulfills this mandate and should be revised to reflect district practice. Other policies in the district's policy manual will likely contain additional provisions supporting this wellness policy, such as BP 3312 - Contracts, BP/AR 3550 - Food Service/Child Nutrition Program, BP/AR 3552 - Summer Meal Program, BP/AR 3553 - Free and Reduced Price Meals, BP/AR 3554 - Other Food Sales, BP/AR 6142.7 - Physical Education and Activity, and BP/AR 6142.8 - Comprehensive Health Education.

Although the Governing Board has discretion under 42 USC 1758b to determine specific policies appropriate for its schools, the U.S. Department of Agriculture (USDA) is required to develop regulations that provide a framework and guidelines to assist districts in establishing their student wellness policies and to provide technical assistance through the Centers for Disease Control and Prevention (CDC). Currently the USDA and CDC provide resources and implementation tools on their web sites. In addition, CSBA's Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide summarizes research on the relationship between nutrition and physical activity and student achievement, provides worksheets for policy development, and contains other resources that may be useful in the development of the wellness policy.

The following paragraph links student wellness with the components of a coordinated school health approach recommended in the California Department of Education's (CDE) Health Framework for California Public Schools and may be revised to reflect district practice.

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

*(cf. 1020 - Youth Services)*  
*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.61 - Drug Testing)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 5131.63 - Steroids)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.31 - Immunizations)*  
*(cf. 5141.32 - Health Screening for School Entry)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

## **STUDENT WELLNESS (continued)**

### **School Health Council/Committee**

Note: 42 USC 1758b requires that specified stakeholders be permitted to participate in the development, implementation, and periodic review and update of the district's wellness policy. One method to achieve continuing involvement of those groups and other key stakeholders could be through the creation of a school health council, as recommended in the CDE's Health Framework for California Public Schools. Pursuant to Government Code 54952, committees created by formal action of the Board are subject to open meeting laws (the Brown Act); see AR 1220 - Citizen Advisory Committees.

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b)

Note: The remainder of this section is optional and may be revised to reflect district practice.

To fulfill this requirement, the Superintendent or designee may appoint a school health council or other district committee whose membership shall include representatives of these groups. He/she also may invite participation of other groups or individuals, such as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 9140 - Board Representatives)*

The school health council/committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

### **Goals for Nutrition, Physical Activity, and Other Wellness Activities**

Note: 42 USC 1758b mandates that the district's wellness policy include goals for the activities specified below.

The Board shall adopt goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. (42 USC 1758b)

*(cf. 0000 - Vision)*

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

Note: The remainder of this section provides policy language to address this mandated topic and should be revised to reflect district practice.

## **STUDENT WELLNESS (continued)**

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

*(cf. 6011 - Academic Standards)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6143 - Courses of Study)*

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6177 - Summer Learning Programs)*

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.

*(cf. 1325 - Advertising and Promotion)*

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

*(cf. 5142.2 - Safe Routes to School Program)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

*(cf. 1330.1 - Joint Use Agreements)*



## **STUDENT WELLNESS (continued)**

Professional development shall be regularly offered to health education and physical education teachers, coaches, activity supervisors, food services staff, and other staff as appropriate to enhance their health knowledge and skills.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

*(cf. 1100 - Communication with the Public)*

*(cf. 1112 - Media Relations)*

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

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 6020 - Parent Involvement)*

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

### **Nutritional Guidelines for Foods Available at School**

Note: 42 USC 1758b mandates that the district's wellness policy include nutritional guidelines that are consistent with federal nutrition standards, as specified below. Federal nutrition standards for the National School Lunch and Breakfast Programs, as amended by 77 Fed. Reg. 17, are aligned with the Dietary Guidelines for Americans. Requirements for the National School Lunch Program (7 CFR 210.10) are effective July 1, 2012. Requirements for the School Breakfast Program (7 CFR 220.23) are applicable through the 2013-14 school year and then will be replaced by the requirements in 7 CFR 220.8. See AR 3550 - Food Service/Child Nutrition Program.

## STUDENT WELLNESS (continued)

For all foods available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC 1773 and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

Note: The remainder of this section provides policy language to address this mandated topic and should be revised to reflect district practice.

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 3552 - Summer Meal Program)*  
*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 5148.3 - Preschool/Early Childhood Education)*

Note: Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times, unless the Board adopts a resolution demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. See AR 3550 - Food Service/Child Nutrition Program for policy language related to these requirements. Also see CSBA's policy brief [Increasing Access to Drinking Water in Schools](#) for further information and sample strategies for providing water and encouraging consumption.

The Superintendent or designee shall provide access to free, potable water during meal times in the food service area in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and serving water in an appealing manner.

Note: Nutrition standards pertaining to food sales outside the food services program (e.g., sales through vending machines, student stores, and fundraisers) are addressed in AR 3554 - Other Food Sales. Pursuant to 42 USC 1758b, the USDA is required to establish nutrition standards for all foods sold and served in school at any time during the school day, although exemptions may be allowed for school-sponsored fundraisers if the fundraisers are approved by the school and are infrequent. Districts will be required to implement the standards beginning one school year following the approval of the federal rule.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's food services program, should support the health curriculum and promote optimal health. Nutritional standards adopted by the district for

## **STUDENT WELLNESS (continued)**

foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutritional standards.

*(cf. 3312 - Contracts)*

*(cf. 3554 - Other Food Sales)*

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

*(cf. 1230 - School-Connected Organizations)*

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

### **Program Implementation and Evaluation**

The Superintendent shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy. (42 USC 1758b)

*(cf. 0500 - Accountability)*

*(cf. 3555 - Nutrition Program Compliance)*

Note: 42 USC 1758b requires periodic assessment of the implementation of the wellness policy, but does not define any specific timeline. CSBA's publication Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies recommends that a report on the implementation of the wellness policy be provided to the Board at least once every two years. The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every two years.

Note: 42 USC 1758b requires that the district assessment include a comparison of the district's policy with model wellness policies. See the USDA's web site for model policies and best practices recommended by federal and state agencies and nongovernmental organizations.

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

**STUDENT WELLNESS (continued)**

Note: Items #1-8 below are **optional** and may be revised to reflect district practice. For further information about the following indicators and a list of other possible indicators, see CSBA's [Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies](#). The guide also describes possible data sources that may be used for each indicator and includes a sample report format. Indicators selected by the district may include a mix of process measures (e.g., level of student participation, number of classes, staffing, and costs) as well as outcome measures that assess the policy's impact on students (e.g., physical fitness test results, Body Mass Index, and food choices).

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutritional standards
5. Results of the state's physical fitness test at applicable grade levels
6. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
7. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program
8. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

## **STUDENT WELLNESS (continued)**

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and assessment results. (42 USC 1758b)

In addition, the assessment results shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

### **Posting Requirements**

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

Note: Education Code 49432 authorizes, but does not require, schools to post a summary of nutrition and physical activity laws and regulations. The following paragraph is optional.

Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

#### *Legal Reference:*

##### **EDUCATION CODE**

*33350-33354 CDE responsibilities re: physical education*  
*49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001*  
*49490-49494 School breakfast and lunch programs*  
*49500-49505 School meals*  
*49510-49520 Nutrition*  
*49530-49536 Child Nutrition Act*  
*49540-49546 Child care food program*  
*49547-49548.3 Comprehensive nutrition services*  
*49550-49561 Meals for needy students*  
*49565-49565.8 California Fresh Start pilot program*  
*49570 National School Lunch Act*

*Legal Reference continued: (see next page)*

## STUDENT WELLNESS (continued)

### *Legal Reference: (continued)*

#### EDUCATION CODE (continued)

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51795-51796.5 School instructional gardens

51880-51921 Comprehensive health education

#### CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

#### UNITED STATES CODE, TITLE 42

1751-1769 National School Lunch Program, especially:

1758b Local wellness policy

1771-1791 Child Nutrition Act, especially:

1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.23 National School Breakfast Program

#### COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

### *Management Resources:*

#### CSBA PUBLICATIONS

Increasing Access to Drinking Water in Schools, Policy Brief, March 2013

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012

Building Healthy Communities: A School Leader's Guide to Collaboration and Community

Engagement, 2009

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

*Management Resources continued: (see next page)*

## STUDENT WELLNESS (continued)

### *Management Resources: (continued)*

#### CALIFORNIA PROJECT LEAN PUBLICATIONS

*Policy in Action: A Guide to Implementing Your Local School Wellness Policy*, October 2006

#### CENTER FOR COLLABORATIVE SOLUTIONS

*Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs*, March 2010

#### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

*School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide*, 2005

#### FEDERAL REGISTER

*Rules and Regulations*, January 26, 2012, Vol. 77, Number 17, pages 4088-4167

#### NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

*Fit, Healthy and Ready to Learn*, 2000

#### U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

*Dietary Guidelines for Americans*, 2005

*Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action*, 2000

#### WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

# **Center USD**

## **Board Policy**

### **Student Wellness**

**BP 5030**

#### **Students**

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education and activity, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

(cf. 3513.3 - Tobacco-Free Schools)  
(cf. 3514 - Environmental Safety)  
(cf. 3555 - Nutrition Program Compliance)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.61 - Drug Testing)  
(cf. 5131.62 - Tobacco)  
(cf. 5131.63 - Steroids)  
(cf. 5141 - Health Care and Emergencies)  
(cf. 5141.22 - Infectious Diseases)  
(cf. 5141.3 - Health Examinations)  
(cf. 5141.31 - Immunizations)  
(cf. 5141.32 - Health Screening for School Entry)  
(cf. 5141.6 - School Health Services)  
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)  
(cf. 6164.2 - Guidance/Counseling Services)

To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

(cf. 1100 - Communication with the Public)  
(cf. 1112 - Media Relations)  
(cf. 1113 - District and School Web Sites)  
(cf. 1114 - District-Sponsored Social Media)  
(cf. 6020 - Parent Involvement)

**School Health Council/Committee**



The Superintendent or designee shall permit parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b)

To fulfill this requirement, the Superintendent or designee may appoint a school health council or other district committee whose membership shall include representatives of these groups. He/she also may invite participation of other groups or individuals, such as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

(cf. 1220 - Citizen Advisory Committees)  
(cf. 9140 - Board Representatives)

The school health council/committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

#### **Nutrition and Physical Activity Goals**

The Board shall adopt goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. (42 USC 1758b)

(cf. 0000 - Vision)  
(cf. 0200 - Goals for the School District)

The district's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

(cf. 6011 - Academic Standards)  
(cf. 6143 - Courses of Study)

Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program. Nutrition education also may be offered through before- and after-school programs.

(cf. 5148.2 - Before/After School Programs)  
(cf. 6142.8 - Comprehensive Health Education)

The Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.

**(cf. 1325 - Advertising and Promotion)**

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

**(cf. 5142.2 - Safe Routes to School Program)**

**(cf. 6142.7 - Physical Education and Activity)**

**(cf. 6145 - Extracurricular and Cocurricular Activities)**

**(cf. 6145.2 - Athletic Competition)**

The Board may enter into a joint use agreement to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

**(cf. 1330.1 - Joint Use Agreements)**

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness and may provide opportunities for regular physical activity among employees. Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

**(cf. 4131 - Staff Development)**

**(cf. 4231 - Staff Development)**

**(cf. 4331 - Staff Development)**

#### **Nutritional Guidelines for Foods Available at School**

For all foods available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC 1773 and 1779 and support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

The Board believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health, taking into consideration the needs of students with special dietary needs. Nutritional standards adopted by the district for all foods and beverages sold to students, including foods and beverages provided through the district's food service program, student stores, vending machines, or other venues, shall meet or exceed state and federal nutritional standards.

**(cf. 3312 - Contracts)**

(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 3554 - Other Food Sales)  
(cf. 5141.27 - Food Allergies/Special Dietary Needs)  
(cf. 5148 - Child Care and Development)  
(cf. 5148.3 - Preschool/Early Childhood Education)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

(cf. 3552 - Summer Meal Program)  
(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

(cf. 1230 - School-Connected Organizations)

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

#### **Program Implementation and Evaluation**

The Superintendent shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy. (42 USC 1758b)

(cf. 0500 - Accountability)  
(cf. 3555 - Nutrition Program Compliance)

The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy. He/she shall periodically measure and make available to the public an assessment of the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

To determine whether the policy is being effectively implemented districtwide and at each district school, the following indicators shall be used:

1. Descriptions of the district's nutrition education, physical education, and health education

curricula by grade level

2. Number of minutes of physical education instruction offered at each grade span
3. Number and type of exemptions granted from physical education
4. Results of the state's physical fitness test
5. An analysis of the nutritional content of meals served based on a sample of menus
6. Student participation rates in school meal programs, compared to percentage of students eligible for free and reduced-price meals
7. Number of sales of non-nutritious foods and beverages in fundraisers or other venues outside of the district's meal programs
8. Feedback from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons
9. Any other indicators recommended by the Superintendent and approved by the Board

#### **Posting Requirements**

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

#### **Legal Reference:**

##### **EDUCATION CODE**

33350-33354 CDE responsibilities re: physical education  
49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001  
49490-49494 School breakfast and lunch programs  
49500-49505 School meals  
49510-49520 Nutrition  
49530-49536 Child Nutrition Act  
49540-49546 Child care food program  
49547-49548.3 Comprehensive nutrition services  
49550-49561 Meals for needy students  
49565-49565.8 California Fresh Start pilot program  
49570 National School Lunch Act  
51210 Course of study, grades 1-6

51220 Course of study, grades 7-12  
51222 Physical education  
51223 Physical education, elementary schools  
51795-51796.5 School instructional gardens  
51880-51921 Comprehensive health education  
CODE OF REGULATIONS, TITLE 5  
15500-15501 Food sales by student organizations  
15510 Mandatory meals for needy students  
15530-15535 Nutrition education  
15550-15565 School lunch and breakfast programs  
UNITED STATES CODE, TITLE 42  
1751-1769 National School Lunch Program, especially:  
1758b Local wellness policy  
1771-1791 Child Nutrition Act, including:  
1773 School Breakfast Program  
1779 Rules and regulations, Child Nutrition Act  
CODE OF FEDERAL REGULATIONS, TITLE 7  
210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program  
COURT DECISIONS  
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

**Management Resources:**

**CSBA PUBLICATIONS**

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009  
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009  
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007  
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007  
Physical Education and California Schools, Policy Brief, rev. October 2007  
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006  
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009  
Healthy Children Ready to Learn: A White Paper on Health, Nutrition, and Physical Education, January 2005  
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

**CALIFORNIA PROJECT LEAN PUBLICATIONS**

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

**CENTER FOR COLLABORATIVE SOLUTIONS**

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, March 2010

**CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS**

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, 2005

**NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS**

Fit, Healthy and Ready to Learn, 2000

**U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS**

Dietary Guidelines for Americans, 2005

Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000

**WEB SITES**

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

National School Boards Association: <http://www.nsba.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: October 19, 2011 Antelope, California

**NONDISCRIMINATION/HARASSMENT**

Note: The following mandated policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, which prohibits discrimination based on race, nationality, ethnicity, gender, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; and Title IX (20 USC 1681-1688), which prohibits discrimination based on sex. 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.

Education Code 234.1, as amended by AB 9 (Ch. 728, Statutes of 2011), mandates that districts adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on the foregoing characteristics, as well as gender identity and gender expression, at school or in any school activity related to school attendance or under the authority of the district. The California Department of Education (CDE), through its compliance monitoring program, reviews districts' uniform complaint procedures and other related policies and practices to ensure compliance with these requirements.

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

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

*(cf. 6164.6 - Identification and Education Under Section 504)*

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

## NONDISCRIMINATION/HARASSMENT (continued)

Note: In its October 2010 Dear Colleague Letter: Harassment and Bullying, the U.S. Department of Education's Office for Civil Rights (OCR) identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. Such training should include how to recognize prohibited behaviors and what to do when they occur. The following paragraph is **optional** and may be modified to reflect district practice.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6164.2 - Guidance/Counseling Services)*

Note: In some situations, the district may need to provide individualized accommodation to a student to protect him/her from harassment or bullying. For example, to protect a student from discrimination on the basis of his/her gender identity or gender expression pursuant to Education Code 210.7, the district may need to provide the student with access to appropriate facilities, such as restrooms. However, each situation will need to be analyzed to determine the most appropriate course of action to meet the safety needs of the student, based on the circumstances involved. See CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for All Students.

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 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult legal counsel as necessary.



## **NONDISCRIMINATION/HARASSMENT (continued)**

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation 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 prohibited discrimination, harassment, intimidation, bullying, or retaliation 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. 5144 - Discipline)*

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

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 5145.2 - Freedom of Speech/Expression)*

## **Grievance Procedures**

Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), **mandates** that districts adopt a process for receiving and investigating complaints of discrimination, harassment, intimidation, and bullying based on specified actual or perceived characteristics. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-4687, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985.

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. 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 school).

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Director of Personnel and Student Services  
8408 Watt Avenue, Antelope, CA 95843  
(916) 338-6413

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

*(cf. 1312.3 - Uniform Complaint Procedures)*

## **NONDISCRIMINATION/HARASSMENT (continued)**

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, the CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms. The following paragraph may be revised to specify the means by which the district posts its nondiscrimination policies.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*  
*(cf. 6163.4 - Student Use of Technology)*

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

*Legal Reference: (see next page)*

## **NONDISCRIMINATION/HARASSMENT (continued)**

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination  
48900.3 Suspension or expulsion for act of hate violence  
48900.4 Suspension or expulsion for threats or harassment  
48904 Liability of parent/guardian for willful student misconduct  
48907 Student exercise of free expression  
48950 Freedom of speech  
48985 Translation of notices  
49020-49023 Athletic programs  
51500 Prohibited instruction or activity  
51501 Prohibited means of instruction  
60044 Prohibited instructional materials

#### CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

#### 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: (see next page)*

## **NONDISCRIMINATION/HARASSMENT (continued)**

### *Management Resources:*

#### CSBA PUBLICATIONS

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

*Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010*

#### 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

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Notice of Non-Discrimination, January 1999*

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

# **Center USD**

## **Board Policy**

### **Nondiscrimination/Harassment**

**BP 5145.3**

#### **Students**

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, or gender; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

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

*(cf. 6164.6 - Identification and Education Under Section 504)*

Prohibited discrimination, harassment, intimidation, or bullying 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 effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

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.

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation 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 prohibited discrimination, harassment, intimidation, bullying, or retaliation 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))*  
*(cf. 5145.2 - Freedom of Speech/Expression)*

## **Grievance Procedures**

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Director of Personnel & Student Services  
8408 Watt Avenue, Antelope, CA 95843  
(916) 338-6320

*(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, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

*(cf. 5145.7 - Sexual Harassment)*

Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

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

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 6163.4 - Student Use of Technology)*

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

*Legal Reference: (see next page)*

**Legal Reference:**

**EDUCATION CODE**

200-262.4 *Prohibition of discrimination*  
48900.3 *Suspension or expulsion for act of hate violence*  
48900.4 *Suspension or expulsion for threats or harassment*  
48904 *Liability of parent/guardian for willful student misconduct*  
48907 *Student exercise of free expression*  
48950 *Freedom of speech*  
48985 *Translation of notices*  
49020-49023 *Athletic programs*  
51500 *Prohibited instruction or activity*  
51501 *Prohibited means of instruction*  
60044 *Prohibited instructional materials*

**CIVIL CODE**

1714.1 *Liability of parents/guardians for willful misconduct of minor*

**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:** (see next page)



**Management Resources:**

**CSBA PUBLICATIONS**

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

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**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*

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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>

**PARENTAL NOTIFICATIONS**

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

**Cautionary Notice 2010-13:** AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 and Government Code 17581.5 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under those sections. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

Note: The following exhibit lists notices which the law requires be provided to parents/guardians. Unless otherwise indicated, code numbers below refer to Education Code sections.

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b><u>I. Annually</u></b>			
Beginning of each school year	17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
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	46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year	48980	BP 6111	Schedule of minimum days
Beginning of each school year	48980, 231.5; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	48980, 32255- 32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each school year	48980, 35160.5, 46600-46611, 48204	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, if Board allows such absence	48980, 46014	BP 5113 AR 5113	Absence for religious exercises or purposes
Beginning of each school year	48980, 48205	BP 5113 AR 5113 AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	48980, 49403	BP 5141.31	Consent to school immunization program
Beginning of each school year	48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	48980, 49472	BP 5143	Availability of insurance
Beginning of each school year	49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	49063, 49069; 20 USC 1232g; 34 CFR 99.7	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 legitimate educational interest, course prospectus availability

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each school year	49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Beginning of each school year	56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Beginning of each school year	20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities
Beginning of each school year, if district receives Title I funds	20 USC 6311; 34 CFR 200.61	AR 4112.24 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year, if any district school has been identified for program improvement or corrective action	20 USC 6316	AR 0520.2	Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each school year 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
<b>II. <u>At Specific Times During the Student's Academic Career</u></b>			
Beginning in grade 7, at least once prior to course selection and career counseling	221.5, 48980	AR 6164.2	Course selection and career counseling
When child first enrolls in a public school, if the school offers a fingerprinting program	32390, 48980	AR 5142.1	Fingerprinting program
Upon registration in K-6, if 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 for high school students, if high school is open campus	44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	48980, 51225.3	AR 6146.1	How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of district CTE courses that satisfy a-g course criteria
Beginning of each school year, for high school students	48980, 52244	AR 6141.5	Availability of state funds to cover costs of advanced placement exam fees
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

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. <u>At Specific Times During the Student's Academic Career</u> (continued)</b>			
When students entering grade 7	49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, 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
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
When child is enrolled in kindergarten	Health and Safety Code 124100	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives 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
<b>III. <u>When Special Circumstances Occur</u></b>			
Upon receipt of a complaint alleging discrimination	262.3	AR 1312.3	Civil law remedies available to complainants

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When student has been placed in structured English immersion program	310-311; 5 CCR 11309	AR 6174	Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements
When determining whether an English learner should be reclassified as fluent English proficient	313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title III funds, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	440; 20 USC 7012	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, exit requirements of program
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
At least 72 hours before use of pesticide product not included in annual list	17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
If school has lost its WASC accreditation status	35178.4	BP 6190	Loss of status, potential consequences
At least six months before implementing a schoolwide uniform policy	35183	AR 5132	Dress code policy requiring schoolwide uniform
Beginning of each term, when student has not passed the exit exam by the end of grade 12	37254	AR 6179	Availability of intensive instruction and services for two consecutive academic years and right to file complaint
Before implementing a year-round schedule	37616	BP 6117	Year-round schedule

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When interdistrict transfer is requested and not approved or denied within 30 days	46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified a truant	48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
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
When a school is identified on the state's Open Enrollment List	48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
Prior to involuntary transfer to continuation school	48432.5	AR 6184	Right to require meeting prior to involuntary transfer to continuation school
When student is removed from class and teacher requires parental attendance at school	48900.1	BP 5144.1 AR 5144.1	Parental attendance required; timeline for attendance



**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
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
When original period of suspension is extended	48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
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

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
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
Within 24 hours of release of information to a judge or probation officer	49076	AR 5125	Release of student record to a judge or probation officer for conducting 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	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	49456	AR 5141.3	Vision or hearing test
Annually to parents/guardians of student athletes before their first practice or competition	49475	AR 6145.2	Information on concussions and head injuries
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	AR 6142.1	Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	51938	AR 5022	Notice that the survey will be administered

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
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 and Safety Code 1596.857	AR 5148	Parent right to enter facility
When sharing student immunization information with an immunization system	Health and 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
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
Prior to student participation in gifted and talented program	5 CCR 3831	AR 6172	Gifted and talented student program
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
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
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

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
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
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
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
When district identified for program improvement	20 USC 6316	AR 0520.3	Explanation status, reasons for identification, how parents can participate in upgrading district
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
For districts receiving Title III funds, within 30 days of the release of state Title III accountability report	20 USC 7012	AR 6174	Notification of any failure to make progress on state's annual measurable achievement objectives for English learners
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Notice of need to submit verification information; any subsequent change in benefits; right to appeal
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

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices</b>			
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 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
When student is selected to be assessed with the California Modified Assessment	5 CCR 850	AR 6162.51	Notice that the student's achievement will be measured based on modified achievement standard
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	Notification and consent
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, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 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

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices (continued)</b>			
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
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
<b>V. Classroom Notices</b>			
In each classroom in each school	35186	AR/E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities, right of students who did not pass exit exam to receive intensive instruction after grade 12

# Center USD

## Exhibit

### Parental Notifications

E 5145.6

#### Students

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

**Cautionary Notice 2010-13:** AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 and Government Code 17581.5 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under those sections. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b><u>I. Annually</u></b>			
Beginning of each school year	17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
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	46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year	48980	BP 6111	Schedule of minimum days
Beginning of each school year	48980, 231.5; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each school year	48980, 35160.5, 46600-46611, 48204	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, if Board has adopted resolution allowing such absence	48980, 46014	BP 5113 AR 5113	Absence for religious purposes
Beginning of each school year	48980, 48205	BP 5113 AR 5113 AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	48980, 49403	BP 5141.31	Consent to school immunization program
Beginning of each school year	48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	48980, 49472	BP 5143	Availability of insurance
Beginning of each school year	49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	49063, 49069; 20 USC 1232g; 34 CFR 99.7	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 legitimate educational interest, course prospectus availability
Beginning of each school year	49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information



<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
Beginning of each school year	49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Annually	56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	58501, 48980	AR 6181	Alternative schools
Annually	Health & Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies, and identity of coordinator
Beginning of each school year  collection	20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or  of personal information for marketing; process to opt out of such activities
Beginning of each school year, if district receives Title I funds	20 USC 6311; 34 CFR 200.61	AR 4112.24 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Annually, if district schools have been identified for program improvement or corrective action	20 USC 6316	AR 0520.2	Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. <u>Annually</u> (continued)</b>			
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
<b>II. <u>At Specific Times During the Student's Academic Career</u></b>			
Beginning in grade 7, at least once prior to course selection and career counseling	221.5, 48980	AR 6164.2	Course selection and career counseling
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Upon registration in K-6, if 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 for high school students, if high school is open campus	44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	48980, 51225.3	AR 6146.1	How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of district CTE courses that satisfy a-g course criteria
Beginning of each school year, for high school students	48980, 52244	AR 6141.5	Availability of state funds to cover costs of advanced placement exam fees
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

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. <u>At Specific Times During the Student's Academic Career</u> (continued)</b>			
When students entering grade 7	49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, 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
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
When child is enrolled in kindergarten	Health & Safety Code 124100	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives 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

### **III. When Special Circumstances Occur**

Upon receipt of a complaint alleging discrimination	262.3	AR 1312.3	Civil law remedies available to complainants
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<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When 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
When student is identified as English learner and district receives Title III funds, not later than 30 days after beginning of school year	440; 20 USC 7012	AR 6174	Student's identification for program for English learners; any failure of district to meet annual measurable achievement objectives
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
At least 72 hours before use of pesticide product not included in annual list	17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
If school has lost its WASC accreditation status	35178.4	BP 6190	Loss of status, potential consequences
At least six months before implementing a schoolwide uniform policy	35183	AR 5132	Dress code policy requiring schoolwide uniform
Beginning of each term, when student has not passed the exit exam by the end of grade 12	37254	AR 6179	Availability of intensive instruction and services for two consecutive academic years and right to file complaint
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
Before early entry to kindergarten, if offered	48000	AR 5111	Effects, advantages and disadvantages of early entry

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When student identified as being at risk of retention	48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before student is excluded for lack of immunization	48216	AR 5141.31	Two weeks to submit evidence of immunization or exemption; referral to medical care
When a student is classified a truant	48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
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
When a school is identified on the state's Open Enrollment List	48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
Prior to involuntary transfer to continuation school	48432.5	AR 6184	Right to require meeting prior to involuntary transfer to continuation school
When student is removed from class and teacher requires parental attendance at school	48900.1	BP 5144.1 AR 5144.1	Parental attendance required; timeline for attendance
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

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
At time of suspension	48911	BP 5144.1 AR 5144.1	Notice of suspension
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

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
Within 24 hours of release of information to a judge or probation officer	49076	AR 5125	Release of student record to a judge or probation officer for conducting 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	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	49456	AR 5141.3	Vision or hearing test
Annually to parents/guardians of student athletes before their first practice or competition	49475	AR 6145.2	Information on concussions and head injuries
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	AR 6142.1	Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	51938	AR 5022	Notice that the survey will be administered
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	Assessment results; program of education for English language learners
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

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
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
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
Prior to student participation in gifted and talented program	5 CCR 3831	AR 6172	Gifted and talented student program
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
Within 30 calendar days of receipt of CELDT results	5 CCR 11511.5	AR 6174	CELDT test results
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: unexcused absences
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
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



<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
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
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
When district identified for program improvement	20 USC 6316	AR 0520.3	Explanation status, reasons for identification, how parents can participate in upgrading district
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 246.6a	AR 3553	Notice of need to submit verification information; any subsequent change in benefits; right to appeal
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
<b>IV. Special Education Notices</b>			
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

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices (continued)</b>			
Early enough to ensure opportunity for parent to attend IEP meeting	56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who 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
When student is selected to be assessed with the California Modified Assessment	5 CCR 850	AR 6162.51	Notice that the student's achievement will be measured based on modified achievement standard
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
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, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 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

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices (continued)</b>			
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
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	Procedural safeguards, district responsibilities

#### **V. Classroom Notices**

In each classroom in each school	35186	AR/E 1312.4	Complaint rights re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with grades 10-12, right of students who did not pass exit exam to receive intensive instruction after grade 12
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**CHILD CARE AND DEVELOPMENT**

Note: The following administrative regulation is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE) and reflects provisions generally applicable to programs under the Child Care and Development Services Act (Education Code 8200-8499.7). The district may revise this regulation to reflect specific requirements for the program(s) it offers. Also see AR 5148.1 - Child Care Services for Parenting Students for child care requirements pertaining to the California School Age Families Education (Cal-SAFE) program for pregnant and parenting students (Education Code 54740-54749); BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.6) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8); and BP/AR 5148.3 - Preschool/Early Childhood Education for requirements pertaining to the California State Preschool Program (Education Code 8235-8239).

The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to reflect the mandates, if any, applicable to the program(s) it offers. For example, 5 CCR 18221 mandates a written policy statement for the alternative payment program that includes specified components, including, but not limited to, program purpose, enrollment priorities, reimbursement of providers, and parent fee collection. For resource and referral programs, 5 CCR 18244 mandates written referral policies and written complaint procedures.

In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual. For example, see AR 3514.2 - Integrated Pest Management, BP/AR 1240 - Volunteer Assistance, and food safety standards and nutrition requirements in BP/AR 3550 - Food Service/Child Nutrition Program. Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's programs.

**Licensing**

Note: Pursuant to 22 CCR 101156, all child care centers must be licensed by the California Department of Social Services unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, as amended by AB 1991 (Ch. 122, Statutes of 2012); (2) is operated before and/or after school by qualified teachers employed by the district; (3) is a school parenting program or adult education child care program; (4) operates only one day per week for no more than four hours on that day; (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site; or (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled. If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

## **CHILD CARE AND DEVELOPMENT (continued)**

### **Program Components**

Note: Items #1-8 below list components of child care and development programs required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required pursuant to 5 CCR 18271 to approve goals and objectives addressing each of these program components; see the accompanying Board policy. The district may add specific components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. A developmental profile recording each child's physical, cognitive, social, and emotional development which shall be used to plan and conduct developmentally and age-appropriate activities (Education Code 8203.5; 5 CCR 18272)

Note: In completing the developmental profile, program staff is required to use the CDE's "Desired Results Developmental Profile" form that is appropriate to the age of the children being served.

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program which complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 5148.3 - Preschool/Early Childhood Education)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6164.4 - Identification of Individuals for Special Education)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*  
*(cf. 6174 - Education for English Language Learners)*

3. A staff development program which complies with 5 CCR 18274

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

4. Parent/guardian involvement and education which comply with 5 CCR 18275 and involve parents/guardians through an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

*(cf. 6020 - Parent Involvement)*

**CHILD CARE AND DEVELOPMENT (continued)**

5. A health and social services component which complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.6 - School Health Services)*

6. A community involvement component which complies with 5 CCR 18277

Note: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. These standards require that children age 2 or older, with specified exceptions, be served only low-fat or nonfat milk, no more than one serving per day of 100 percent juice, and no beverage with added sweetener and that clean and safe drinking water be readily available and accessible throughout the day. In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. A nutrition component which ensures that children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including at meal times (Health and Safety Code 1596.808; 42 USC 1766; 5 CCR 18278)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

Note: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system developed by the CDE. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent survey, and an environment rating scale using forms selected by the CDE. Each contractor is required to submit a summary of the self-evaluation findings to the CDE by June 1 of each year. In addition, every three years, the CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency which reviews compliance with program requirements. The FPM/CMR instrument is available on the CDE's web site.

8. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

*(cf. 0500 - Accountability)*

Note: Item #9 below is **optional** and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic media.

## **CHILD CARE AND DEVELOPMENT (continued)**

9. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

### **Staffing Ratios**

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

### **Enrollment**

Note: CDE contracts provide funding only for services to families who meet the criteria for subsidized services as specified in Education Code 8250 and 8263 (i.e., families with a need for services who are current aid recipients, are income eligible as defined in Education Code 8263.1, are homeless, or have children who have been identified as being, or at risk of being, abused, neglected, or exploited). The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services.

5 CCR 18105 mandates that the district develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, including criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

The following section may be revised to reflect the district's contract(s) with the CDE.

The district's child care and development services shall be available to infants and children through age 12 years. Individuals with disabilities may be served through age 21 years in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4)

Children who meet the criteria specified in Education Code 8250 and 8263 shall be eligible for subsidized child care and development services.

Children ages 11-12 years, except for children with disabilities, shall be eligible for subsidized child care and development services only for the portion of care needed that is not available in a before- or after-school program. Subsidized child care and development services may be provided to a child age 11 or 12 years when the parent/guardian certifies, on a form provided by the CDE, that a before- or after-school program is not available. A program may be considered unavailable if: (Education Code 8263.4)

1. The program does not provide services during the hours or days that the child needs services, such as in the early morning, evening, or weekend hours or during summer, school breaks, or intersession.

**CHILD CARE AND DEVELOPMENT (continued)**

2. The program is too geographically distant from the child's school or the parent/guardian's residence.
3. Use of the program would create substantial transportation obstacles for the family.
4. Use of the program is otherwise inappropriate for the child or burdensome on the family.

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given equally to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district's decision to approve or deny services shall be communicated to the family through a written notice mailed or delivered within 30 days from the date the application is signed by the parent/guardian. If services are approved, the notice shall contain the basis of eligibility, daily/hourly fee, if applicable, duration of the eligibility, names of children approved to receive services, and the hours of service approved for each day. If services are denied, the notice shall contain the basis of denial and instructions on how the parents/guardians may request a hearing in accordance with the procedures specified in 5 CCR 18120 and 18121 if they do not agree with the district's decision. (5 CCR 18094, 18118)

Note: The following **optional** paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with any other priorities established by the Governing Board.

Note: Unless state funding is allocated to support the "centralized eligibility list" established in each county pursuant to Education Code 8499.5, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to 5 CCR 18106.



**CHILD CARE AND DEVELOPMENT (continued)**

The Superintendent or designee shall maintain a waiting list in accordance with admission priorities and shall contact applicants in order of their priority on the waiting list as vacancies occur. (5 CCR 18106)

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services and records used to determine the child's eligibility and need. (5 CCR 18081)

**Disenrollment**

Note: Education Code 8263.3, as added by SB 1016 (Ch. 38, Statutes of 2012), specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. CDE Management Bulletin 12-07 clarifies this order for all child care and development programs except CalWORKS Stage 2 programs and California State Preschool Programs (see AR 5148.3 - Preschool/Early Childhood Education for information about disenrollment from preschool programs).

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.
3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Note: The following optional paragraph reflects the appeal process described in CDE Management Bulletin 12-07. The district's decision is final and there is no further opportunity for appeal to the CDE.

Whenever the district issues a notice to the families who will be disenrolled due to funding reduction, a parent/guardian may appeal the decision only on the grounds that the factors used to determine the family's disenrollment are incorrect. He/she shall submit the appeal within 14 calendar days of receipt of the notice, or within 19 calendar days if the notice was mailed. The Superintendent or designee shall review the appeal and notify the parent/guardian, in writing, of the district's final decision within 10 calendar days of receiving the appeal request. Services shall continue to be provided pending the appeal decision.

**CHILD CARE AND DEVELOPMENT (continued)****Fees**

Note: Education Code 8250 and 5 CCR 18110 prohibit districts from assessing fees for children enrolled in a program for severely disabled children or a federally based migrant program. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section. In addition, Education Code 8447 prohibits charging a fee to a family receiving CalWORKs cash aid.

SB 1016 (Ch. 38, Statutes of 2012) amended Education Code 8235 to eliminate full-day preschool programs under the California State Preschool Program and to amend Education Code 8239 to encourage the provision of "wraparound child care services" which combine part-day preschool and general child care services to provide a full day of services for qualifying families; see BP/AR 5148.3 - Preschool/Early Childhood Education. Fees for wraparound child care services are assessed in the same manner as other general child care services in accordance with the fee schedule established by the Superintendent of Public Instruction pursuant to Education Code 8263.

Except when prohibited by law, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8239, 8250, 8263, 8447; 5 CCR 18108, 18109, 18110)

Note: Families who are eligible for subsidized child care and development services may still be required to pay a portion of the costs as determined by income eligibility in the CDE's fee schedule, except as noted below.

Families receiving services on the basis of having a child who is at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months. Families receiving services on the basis of having a child receiving child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. The cumulative period of exemption from these fees for these families shall not exceed 12 months. (Education Code 8263)

Note: 5 CCR 18114 mandates that child care providers adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for alternative payment programs offered pursuant to Education Code 8220-8224.

Fees shall be collected prior to providing services and shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (5 CCR 18114, 18115)

**CHILD CARE AND DEVELOPMENT (continued)**

Note: The following paragraph is for use by districts that wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees) and may be modified to delete diapers as appropriate for the age of the children served. Education Code 8263 mandates that such districts have a written policy which includes parents/guardians in the decision-making process.

The Superintendent or designee shall establish a process which includes parents/guardians in determining whether and how much to charge parents/guardians for field trip expenses. This process also shall be used to determine whether to require parents/guardians to provide diapers. (Education Code 8263)

**Health Examination**

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within six weeks of enrollment, unless the parent/guardian submits a letter stating that such examination is contrary to his/her religious beliefs. (Education Code 8263)

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

**Attendance**

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

Note: 5 CCR 18066 mandates that providers adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

## **CHILD CARE AND DEVELOPMENT (continued)**

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

Note: 5 CCR 18066 mandates a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Note: 5 CCR 18066 mandates that providers adopt a policy governing unexcused absences which may include reasonable limitations, if any. The following paragraph may be revised to reflect district practice.

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the parents/guardians. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

*(cf. 5145.6 - Parent Notifications)*

### **Rights of Parents/Guardians**

Note: The following section is for use by districts that operate one or more licensed child care centers (see "Licensing" section above), but may be used by license-exempt providers.

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of his/her rights as specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

## **CHILD CARE AND DEVELOPMENT (continued)**

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

### **Records**

Note: CDE contracts require the district to submit data on both subsidized and nonsubsidized families served by child care and development centers, as provided below. In addition, the district is required to provide monthly reports, through the CDE's online Child Development Management Information System, on any families receiving subsidized services during that month.
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The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by the CDE.

# **Center USD**

## **Administrative Regulation**

### **Child Care And Development**

**AR 5148**  
**Students**

#### **Licensing**

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

#### **Program Components**

The district's child care and development program shall include the following components:

1. A developmental profile recording each child's physical, cognitive, social, and emotional development which shall be used to plan and conduct developmentally and age-appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program which complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

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

(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 6174 - Education for English Language Learners)

3. A staff development program which complies with 5 CCR 18274

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. Parent/guardian involvement and education which comply with 5 CCR 18275 and involve parents/guardians through an orientation, at least two individual conferences

per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

(cf. 6020 - Parent Involvement)

5. A health and social services component which complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.23 - Asthma Management)

(cf. 5141.6 - School Health Services)

6. A community involvement component which complies with 5 CCR 18277

7. A nutrition component which ensures that children in the program have nutritious meals, beverages, and snacks that meet state and federal standards (Health and Safety Code 1596.808; 42 USC 1766; 5 CCR 18278)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

8. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

(cf. 0500 - Accountability)

#### **Staffing Ratios**

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

#### **Enrollment**

The district's child care and development services shall be available to infants and children through age 12 years. Individuals with disabilities may be served through age 21 years in

accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4)

Children who meet the criteria specified in Education Code 8250 and 8263 shall be eligible for subsidized child care and development services.

Children ages 11-12, except for children with disabilities, shall be eligible for subsidized child care and development services only for the portion of care needed that is not available in a before- or after-school program. Subsidized child care and development services may be provided to a child age 11 or 12 when the parent/guardian certifies, on a form provided by the CDE, that a before- or after-school program is not available. A program may be considered unavailable if: (Education Code 8263.4)

1. The program does not provide services during the hours or days that the child needs services.
2. The program is too geographically distant from the child's school or the parent/guardian's residence.
3. Use of the program would create substantial transportation obstacles for the family.
4. Use of the program is otherwise inappropriate for the child or burdensome on the family.

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given equally to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district's decision to approve or deny services shall be communicated to the family through a written notice mailed or delivered within 30 days from the date the application is signed by the parent/guardian. If services are approved, the notice shall contain the basis of eligibility, daily/hourly fee, if applicable, duration of the eligibility, names of children approved to receive services, and the hours of service approved for each day. If services are denied, the notice shall contain the basis of denial and instructions on how the parents/guardians may request a hearing in accordance with the procedures specified in 5 CCR 18120 and 18121 if they do not agree with the district's decision. (5 CCR 18094, 18118)

After all children eligible for subsidized services have been enrolled, the district may enroll



children in accordance with any other priorities established by the Governing Board.

The Superintendent or designee shall maintain a waiting list in accordance with admission priorities and shall contact applicants in order of priority from the waiting list as vacancies occur. (5 CCR 18106)

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services and records used to determine the child's eligibility and need. (5 CCR 18081)

#### **Fees**

Except when prohibited by law, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8447; 5 CCR 18108, 18109, 18110)

Families receiving services on the basis of having a child at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months. Families receiving services on the basis of having a child receiving child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. The cumulative period of exemption from these fees for these families shall not exceed 12 months. (Education Code 8263)

Fees shall be collected prior to providing services and shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (5 CCR 18114, 18115)

The Superintendent or designee shall establish a process which includes parents/guardians in determining whether and how much to charge parents/guardians for field trip expenses. This process also shall be used to determine whether to require parents/guardians to provide diapers. (Education Code 8263)

#### **Health Examination**

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within six weeks of enrollment, unless the parent/guardian submits a letter stating that such examination is contrary to his/her religious beliefs. (Education Code 8263)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

## Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)
4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Any absence due to a reason other than the above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the parents/guardians. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

(cf. 5145.6 - Parent Notifications)

## Rights of Parents/Guardians

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of his/her rights as specified in 22

CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

#### **Records**

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by the CDE.

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: October 19, 2011   Antelope, California

**SCHOOL DAY**

Note: The following **optional** policy may be revised to reflect district practice. California law specifies the minimum length of the school day for elementary and secondary schools; see the accompanying administrative regulation.

The Governing Board may extend the school day under the incentive funding offered pursuant to Education Code 46200-46205 and in accordance with collective bargaining agreements. Education Code 46201.2 provides that, between the 2009-10 and 2014-15 school years, any district receiving this incentive funding may reduce the school year by up to five instructional days or the equivalent number of instructional minutes without incurring financial penalties; also see BP 6111 - School Calendar.

The Governing Board shall fix the length of the school day subject to the provisions of law. (Education Code 46100)

*(cf. 6111 - School Calendar)*

The length of the school day shall apply equally to students with disabilities unless otherwise specified in the student's individualized education program or Section 504 plan.

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

Note: The following **optional** paragraph is for use by districts that maintain elementary schools and may be modified to reflect district practice. Pursuant to Education Code 33350, the California Department of Education encourages districts to provide daily recess periods for elementary students, featuring time for unstructured but supervised play. The Superintendent of Public Instruction's Task Force on Obesity, Type 2 Diabetes, and Cardiovascular Disease recommends that students in grades K-6 be provided with recess or other physical activity breaks at least once per 120 minutes of instruction. The National Association for Sport and Physical Education recommends daily recess breaks of at least 20 minutes each day.

The schedule for elementary schools shall include at least one daily period of recess of at least 20 minutes in length in order to provide students with unstructured but supervised opportunities for physical activity.

*(cf. 5030 - Student Wellness)*

*(cf. 6142.7 - Physical Education and Activity)*

Note: The remainder of this policy applies to districts that maintain secondary schools and may be modified to reflect district practice.

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

The Board encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

**SCHOOL DAY (continued)**

Prior to implementing a block schedule program in which secondary students attend class for fewer school days, the Board shall consult with the certificated and classified employees of the school in a good faith effort to reach agreement and shall also consult with parents/guardians of the students who would be affected by the change and the community at large. Such consultation shall include at least one public hearing for which the Board has given adequate notice to the employees and to the parents/guardians of affected students. (Education Code 46162)

*(cf. 9320 - Meetings and Notices)*

*Legal Reference: (see next page)*

## SCHOOL DAY (continued)

### *Legal Reference:*

#### EDUCATION CODE

8970-8974 Early primary program, including extended-day kindergarten  
37202 Equal time in all schools  
37670 Year-round schools  
46010 Total days of attendance  
46100 Length of school day  
46110-46119 Kindergarten and elementary schools, day of attendance  
46140-46147 Junior high school and high school, day of attendance  
46160-46162 Alternative schedule - junior high and high school  
46170 Continuation schools, minimum day  
46180 Opportunity schools, minimum day  
46190-46192 Adult education classes, day of attendance  
46200-46206 Incentives for longer instructional day and year  
48200 Compulsory attendance for minimum school day  
48663 Community day school, minimum school day  
48800-48802 Concurrent enrollment in community college  
51222 Physical education, instructional minutes  
51760-51769.5 Work experience education  
52325 Regional occupational center, minimum day

### *Management Resources:*

#### NATIONAL ASSOCIATION FOR SPORT AND PHYSICAL EDUCATION POSITION STATEMENTS

*Recess for Elementary School Students, 2006*

#### STATE BOARD OF EDUCATION POLICY STATEMENTS

*99-03 Physical Education (PE) Requirements for Block Schedules, July 2006*

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Extending Learning Time for Disadvantaged Students, August 1995*

#### WESTED PUBLICATIONS

*Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005*

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>

State Board of Education: <http://www.cde.ca.gov/re/lr/wr/waiverpolicies.asp>

U.S. Department of Education: <http://www.ed.gov>

WestEd: <http://www.wested.org>

# **Center USD**

## **Board Policy**

### **School Day**

**BP 6112**

#### **Instruction**

The Governing Board shall fix the length of the school day subject to the provisions of law.  
(Education Code 46100)

(cf. 6111 - School Calendar)

The Superintendent or designee shall schedule class periods giving consideration to course requirements and curricular demands, availability of school facilities, the age and attention span of students, and legal requirements.

#### **Legal Reference:**

##### **EDUCATION CODE**

8970-8974 Early primary program, including extended-day kindergarten

37202 Equal time in all schools

37670 Year-round schools

46010 Total days of attendance

46100 Length of schoolday

46110-46119 Kindergarten and elementary schools (day of attendance)

46140-46147 Junior high school and high school (day of attendance)

46160-46162 Alternative schedule - junior high and high school

46170 Minimum day - continuation schools

46180 Opportunity schools (minimum day)

46190-46192 Adult school (day of attendance)

46200-46206 Incentives for longer instructional day and year

#### **Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE**

Kindergarten Information, June 7, 2002

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

The Uses of Time for Teaching and Learning, October 1996

Extending Learning Time for Disadvantaged Students, August 1995

**NATIONAL EDUCATION COMMISSION ON TIME AND LEARNING PUBLICATIONS**

Prisoners of Time, April 1994

#### **WEB SITES**

U.S. Department of Education: <http://www.ed.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**  
**adopted: April 23, 2003      Antelope, California**



**SCHOOL DAY**

Note: The following **optional** administrative regulation specifies minimum and maximum school days for each grade level as provided by law. The district may revise this regulation to reflect district practice.

Pursuant to Education Code 46114, the minimum school day in grades K-8 may be computed by determining the average number of minutes over 10 consecutive school days (i.e., the number of minutes of attendance in any 10 consecutive school days, divided by 10). Education Code 46142 authorizes the minimum school day in junior high and high schools to be computed by averaging the number of minutes over two consecutive school days. The district will be in compliance if the average is at least the minimum day required by law, even if the number of minutes in any one school day is less than the minimum required school day specified below. However, Education Code 46114 and 46142 provide that no single school day may be less than 60 minutes for kindergarten, 170 minutes for grades 1-3, or 180 minutes for grades 4-12.

**Kindergarten**

Note: The following section is for use by districts that maintain kindergarten classes. Education Code 46117 establishes a minimum school day of three hours (180 minutes) for kindergarten students as provided below. However, pursuant to Education Code 46119, if a district has less than a total of 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher.

Except as otherwise provided by law, the average school day established for kindergarten students shall be at least three hours, including recesses but excluding noon intermissions, but no longer than four hours, excluding recesses. (Education Code 46111, 46114, 46115, 46117)

Note: The following paragraph is **optional**. Although Education Code 46111 provides that recess shall be excluded from determining the maximum school day, it is the interpretation of the California Department of Education that recess time may be counted as instructional minutes, at the district's discretion, if teacher supervision occurs.

Recess may be counted as instructional minutes for purposes of determining the maximum school day if teacher supervision occurs.

Note: The following **optional** paragraph is for use by districts that maintain multitrack year-round schools pursuant to Education Code 37670(a).

In any multitrack year-round school operating pursuant to Education Code 37670(a), the kindergarten school day may be up to 265 minutes, excluding recesses. (Education Code 46111)

*(cf. 6117 - Year-Round Schedules)*

Note: The following **optional** paragraph is for use by districts that have established an early primary program pursuant to Education Code 8970-8974 in order to provide an integrated, experiential, and developmentally appropriate educational program with specified components for students in prekindergarten through grade 3. Education Code 8973 provides that the kindergarten school day in such programs may exceed four hours under the conditions described below, although districts do not receive additional apportionment funds.

## **SCHOOL DAY (continued)**

In any district school operating an early primary program pursuant to Education Code 8970-8974, the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)

1. The Governing Board has declared that the extended-day kindergarten program does not exceed the length of the primary school day.
2. The extended-day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program.

### **Grades 1-8**

Note: The following section is for use by districts that maintain any of grades 1-8 and should be modified to reflect the grade levels offered by the district.
---

Except as otherwise provided by law, the school day for elementary and middle school students shall be:

1. At least 230 minutes for students in grades 1-3, unless the Board has prescribed a shorter school day because of lack of school facilities requiring double sessions, in which case the minimum school day shall be 200 minutes. (Education Code 46112, 46142)
2. At least 240 minutes for students in grades 4-8 (Education Code 46113, 46142)

In determining the number of minutes for purposes of compliance with the minimum school day for students in grades 1-8, both noon intermissions and recesses shall be excluded. (Education Code 46115)

### **Grades 9-12**

Note: The following section is for use by districts that maintain any of grades 9-12 and may be modified to reflect the grade levels offered by the district.
---

The school day for students in grades 9-12 shall be at least 240 minutes. (Education Code 46141, 46142)

Note: The following list should be revised to reflect programs offered by the district.
---

However, the school day may be less than 240 minutes when authorized by law. Programs that have a minimum school day of 180 minutes include, but are not necessarily limited to:

**SCHOOL DAY (continued)**

1. Continuation high school or classes (Education Code 46141, 46170)

*(cf. 6184 - Continuation Education)*

2. Opportunity school or classes (Education Code 46141, 46180)

3. Regional occupational center (Education Code 46141, 52325)

*(cf. 6178.2 - Regional Occupational Center/Program)*

4. Work experience education program approved pursuant to Education Code 51760-51769.5 (Education Code 46141, 46144)

A student in grade 12 who is enrolled in work experience education and is in his/her last semester or quarter before graduation may be permitted to attend school for less than 180 minutes per school day if he/she would complete all requirements for graduation, except physical education courses, in less than 180 minutes each day. (Education Code 46147)

*(cf. 6178.1 - Work-Based Learning)*

5. Concurrent enrollment in a community college pursuant to Education Code 48800-48802 or, for students in grades 11-12, part-time enrollment in classes of the California State University or University of California, provided academic credit will be awarded upon satisfactory completion of enrolled courses (Education Code 46146)

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

Note: SB 1316 (Ch. 67, 2012) amended Education Code 46141 and added Education Code 46146.5 to exempt early college high schools and middle college high schools from the 240-minute minimum school day requirement under the circumstances described in item #6 below.
--

6. An early college high school or middle college high school, provided the students are enrolled in community college or college classes in accordance with item #5 above (Education Code 46141, 46146.5)

7. Special day or Saturday vocational training program conducted under a federally approved plan for career technical education (Education Code 46141, 46144)

*(cf. 6178 - Career Technical Education)*

8. Adult education classes (Education Code 46190)

*(cf. 6200 - Adult Education)*

## **SCHOOL DAY (continued)**

Note: The following **optional** paragraph is for use by districts that operate an evening high school pursuant to Education Code 51720-51724.

~~For an evening high school operated pursuant to Education Code 51720-51724, the number of days, specific days of the week, and number of hours during which the program shall be in session shall be determined by the Board. (Education Code 46141, 51721)~~

~~Students in grade 12 shall be enrolled in at least five courses each semester or the equivalent number of courses each quarter. This requirement shall not apply to students enrolled in regional occupational centers or programs, courses at accredited postsecondary institutions, independent study, special education programs in which the student's individualized education program establishes a different number of courses, continuation education classes, work experience education programs, or any other course of study authorized by the Board that is equivalent to the approved high school course of study. (Education Code 46145)~~

*(cf. 6158 - Independent Study)*

*(cf. 6159 - Individualized Education Program)*

## **Alternative Block Schedule for Secondary Schools**

Note: The following **optional** section is for use by districts that choose to create a block schedule pursuant to Education Code 46160-46162; see the accompanying Board policy. In establishing a block schedule, the district should be aware of state law (Education Code 51222) that requires secondary students to attend physical education courses for at least 400 minutes each 10 school days; see AR 6142.7 - Physical Education and Activity. Although the daily alternating block schedule, often referred to as the A/B block schedule, does fulfill the requirement for physical education minutes, other block schedules do not and thus require a waiver from the State Board of Education (SBE). See SBE Waiver Policy #99-03 for waiver criteria.

In order to establish a block or other alternative schedule or to accommodate career technical education and regional occupational center/program courses, the district may authorize students to attend fewer than the total number of days in which school is in session provided that students attend classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period. (Education Code 46160)

# **Center USD**

## **Administrative Regulation**

### **School Day**

**AR 6112**  
**Instruction**

#### **Kindergarten**

The minimum school day for kindergarten students shall be 180 minutes, including recesses but excluding noon intermissions. (Education Code 46115, 46117)

The maximum school day for kindergarten students shall be four hours (240 minutes), excluding recesses. (Education Code 46111)

The maximum school day for kindergarten students may be longer than four hours under the following circumstances:

The maximum school day for multitrack year-round schools operating pursuant to Education Code 37670(a) shall be 265 minutes excluding recesses. (Education Code 46111)

#### **Elementary Schools**

The minimum school day for students in elementary schools shall be:

1. 230 minutes for students in grades 1-3 (Education Code 46112)
2. 240 minutes for students in grades 4-8 (Education Code 46113)

For students in grades 1-8, the minimum school day excludes both noon intermissions and recesses. (Education Code 46115)

The above minimum days do not apply to situations in grades 1-3 in which the Board has prescribed a shorter school day because of lack of school facilities requiring double sessions. (Education Code 46112, 46113)

#### **Secondary Schools**

The minimum school day for junior high and high school students shall be 240 minutes unless otherwise provided by law. (Education Code 46141-46147)

The minimum school day shall be 180 minutes for students enrolled in a continuation high school, continuation education classes, opportunity school or classes, adult education classes, special day or Saturday vocational training program, or specified work experience program.

(Education Code 46144, 46170, 46180, 46190)

(cf. 6178.1 - Work Experience Education)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

#### **Alternative Block Schedule for Junior High and High Schools**

The Board may authorize any student to attend fewer school days in any district junior high or high school as long as the student attends classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period to accommodate career technical education, regional occupational center and program courses, or block or other alternative school class schedules. (Education Code 46160)

(cf. 6178 - Vocational Education)

(cf. 6181- Alternative Schools)

Prior to implementing the block schedule program in which students attend class for fewer school days, the Board shall consult in good faith in an effort to reach agreement with the certificated and classified employees of the school, with the parents/guardians of the students who would be affected by the change, and with the community at large. Such consultation shall include at least one public hearing for which the Board has given adequate notice to the employees and to the parents/guardians of affected students. (Education Code 46162)

(cf. 9320 - Meetings and Notices)

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: May 2, 2007      Antelope, California

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**

Note: Education Code 56195.8 mandates any entity providing special education to adopt a policy related to its authority to enter into a contract with a nonpublic, nonsectarian school or agency for the provision of education and/or special services to students with disabilities when no appropriate public education program is available to meet the students' special education needs.

The following policy and accompanying regulation should be revised to comply with the policies and regulations of the Special Education Local Plan Area in which the district operates.

The Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

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

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 3541.2 - Transportation for Students with Disabilities)*

*(cf. 4112.23 - Special Education Staff)*

*(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)*

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

Note: Education Code 56195.8 mandates that the policy adopted by the entity providing special education include the following paragraph. Education Code 56342.1, as amended by SB 121 (Ch. 571, Statutes of 2012), prohibits a student's referral to, or placement in, a nonpublic, nonsectarian school unless the student's individualized education program team specifies that the placement is appropriate.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR  
SPECIAL EDUCATION (continued)**

*(cf. 6159 - Individualized Education Program)*

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

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

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

<b>Note:</b> The following <b>optional</b> paragraph may be modified to reflect district practice.
--

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6.

*(cf. 1431 - Waivers)*

*Legal Reference: (see next page)*



**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR  
SPECIAL EDUCATION (continued)**

*Legal Reference:*

EDUCATION CODE

56034-56035 Definitions of nonpublic, nonsectarian school and agency  
56042 Placement not to be recommended by attorney with conflict of interest  
56101 Waivers  
56163 Certification  
56168 Responsibility for education of student in hospital or health facility school  
56195.8 Adoption of policies  
56342.1 Individualized education program; placement  
56360-56369 Implementation of special education  
56711 Computation of state aid  
56740-56743 Apportionments and reports  
56760 Annual budget plan; service proportions  
56775.5 Reimbursement of assessment and identification costs

FAMILY CODE

7911-7912 Interstate compact on placement of children

GOVERNMENT CODE

7570-7588 Interagency responsibilities for providing services to children with disabilities, especially:  
7572.55 Seriously emotionally disturbed child; out-of-state placement

WELFARE AND INSTITUTIONS CODE

362.2 Out-of-home placement for IEP  
727.1 Out-of-state placement of wards of court

CODE OF REGULATIONS, TITLE 5

3001 Definitions  
3060-3070 Nonpublic, nonsectarian school and agency services

UNITED STATES CODE, TITLE 20

1400-1487 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.129-300.148 Children with disabilities in private schools

COURT DECISIONS

*Agostini v. Felton*, (1997) 521 U.S. 203, 117 S.Ct. 1997

*Management Resources:*

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office of Special Education and Rehabilitative  
Services: <http://www.ed.gov/about/offices/list/osers>

# **Center USD**

## **Board Policy**

### **Nonpublic, Nonsectarian School And Agency Services For Special Education**

**BP 6159.2**

#### **Instruction**

The Governing Board may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program is not available.

(cf. 0430 - Comprehensive Local Plan for Special Education)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 3541.2 - Transportation for Students with Disabilities)  
(cf. 4112.23 - Special Education Staff)  
(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)  
(cf. 6159 - Individualized Education Program)  
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)  
(cf. 6164.4 - Identification of Individuals for Special Education)

When entering into agreements with nonpublic, nonsectarian schools or agencies, the Board shall consider the needs of the individual student and the recommendations of the individualized education program (IEP) team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

#### **Legal References:**

##### **EDUCATION CODE**

56034-56035 Definitions of nonpublic, nonsectarian school and agency  
56042 Placement not to be recommended by attorney with conflict of interest  
56101 Waivers  
56163 Certification  
56168 Responsibility for education of student in hospital or health facility school  
56195.8 Adoption of policies  
56360-56369 Implementation of special education  
56711 Computation of state aid  
56740-56743 Apportionments and reports  
56760 Annual budget plan; service proportions  
56775.5 Reimbursement of assessment and identification costs

##### **GOVERNMENT CODE**

7570-7588 Interagency responsibilities for providing services to children with disabilities, especially:

7572.55 Seriously emotionally disturbed child; out-of-state placement

**FAMILY CODE**

7911-7912 Interstate compact on placement of children

**WELFARE AND INSTITUTIONS CODE**

362.2 Out-of-home placement for IEP

727.1 Out-of-state placement of wards of court

**CODE OF REGULATIONS, TITLE 5**

3001 Definitions

3061-3069 Nonpublic, nonsectarian school and agency services

**UNITED STATES CODE, TITLE 20**

1400-1487 Individuals with Disabilities Education Act

**CODE OF FEDERAL REGULATIONS, TITLE 34**

300.129-300.148 Children with disabilities in private schools

**COURT DECISIONS**

Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

**Management Resources:**

**CDE LEGAL ADVISORIES**

0317.99 Nonpublic School/Agency Waivers and Reimbursement to Parents

**FEDERAL REGISTER**

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, page 46539-46845

**WEB SITES**

CDE: <http://www.cde.ca.gov>

US Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/offices/OSERS>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: December 15, 1999 Antelope, California

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION**

Note: The following administrative regulation is **optional** and may be revised to reflect district practice. It contains procedures for implementing policy mandated for entities that contract with nonpublic, nonsectarian schools or agencies for the provision of special education services to students with disabilities when no appropriate public education program is available to meet those students' special education needs.

**Master Contract**

Note: Education Code 56366 and 56366.3 detail the provisions that must be included in a master contract with nonpublic, nonsectarian schools or agencies for the purpose of special education services.

Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student.

Each master contract shall specify the general administrative and financial agreements for providing the special education and designated instruction and services, including student-teacher ratios, as well as transportation if specified in a student's individualized education program (IEP). The administrative provisions of the contract shall include procedures for recordkeeping and documentation, and the maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school. (Education Code 56366)

*(cf. 3541.2 - Transportation for Students with Disabilities)*  
*(cf. 3580 - District Records)*  
*(cf. 5125 - Student Records)*  
*(cf. 6146.1 - High School Graduation Requirements)*

Note: The nonpublic school or agency must be certified as meeting state standards pursuant to Education Code 56366. Contracts may be terminated for cause with 20 days' notice; however, the availability of a public education program initiated during the period of the contract cannot give cause for termination unless the parent/guardian agrees to transfer the student to the program.

The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress. (Education Code 56366)

With mutual agreement of the district and a nonpublic, nonsectarian school or agency, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in his/her individual services agreement. (Education Code 56366)

## **NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)**

### **Placement and Services**

Note: In addition to the master contract with a nonpublic, nonsectarian school or agency, Education Code 56366 requires that an individual services agreement as specified in the following section be in place for any student with a disability to be served by any such nonpublic school or agency. Education Code 56342.1, as amended by SB 121 (Ch. 571, Statutes of 2012), prohibits a student's referral to, or placement in, a nonpublic, nonsectarian school unless the student's individualized education program team specifies that the placement is appropriate.

The Superintendent or designee shall develop an individual services agreement for each student to be placed in a nonpublic, nonsectarian school or agency based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the nonpublic, nonsectarian school services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

*(cf. 6159 - Individualized Education Program)*

The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP. The student's IEP and individual services agreement shall specify the review schedules. (5 CCR 3069)

Note: The following paragraph is for use by elementary school districts.

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in a nonpublic, nonsectarian school or agency. (5 CCR 3069)

When a special education student meets the district requirements for completion of prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

*(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)*

### **Out-of-State Placements**

Note: Government Code 7572.55 and Welfare and Institutions Code 362.2 and 727.1 address the out-of-state placement of children who are seriously emotionally disturbed and/or wards of the court. Such placements may be made only after in-state alternatives have been considered and found not to meet the child's needs.

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR  
SPECIAL EDUCATION (continued)**

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California. (Education Code 56365)

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

# **Center USD**

## **Administrative Regulation**

### **Nonpublic Nonsectarian School And Agency Services For Special Education**

**AR 6159.2**

#### **Instruction**

##### **Placement and Services**

Procedures specified in law shall govern the selection of appropriate nonpublic school or agency services.

Contracts with a nonpublic school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student. Individual services agreements shall be for the length of time for which nonpublic, nonsectarian school services are specified in the student's individualized education program (IEP), not to exceed one year. Changes in educational instruction, services or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

(cf. 6159 - Individualized Education Program)

The master contract shall specify the general administrative and financial agreements between the nonpublic, nonsectarian school or agency and the district to provide the special education and designated instruction and services, as well as transportation specified in the student's IEP. The administrative provisions of the contract shall also include procedures for recordkeeping and documentation, and the maintenance of school records by the contracting district to ensure that appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school. (Education Code 56366)

(cf. 3541.2 - Transportation for Students with Disabilities)

The master contract shall include a description of the process being utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether the student is making appropriate educational progress. (Education Code 56366)

The district IEP team shall annually review the IEP of a student placed in a nonpublic, nonsectarian school or agency. The student's IEP and contract shall specify the review schedules. (5 CCR 3068)

The Superintendent or designee of an elementary school district shall notify a high school district of all students placed in nonpublic school or agency programs prior to the annual review of the IEP for each student who may transfer to the high school district. (5 CCR 3068)

When a special education student meets the district requirements for completion of prescribed course of study and adopted differential proficiency standards as designated in the student's IEP, the district which developed the IEP shall award the diploma. (5 CCR 3069)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

#### **Out-of-State Placements**

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California. (Education Code 56365)

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: December 15, 1999      Antelope, California



**LIBRARY MEDIA CENTERS**

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

Note: Education Code 18100 requires the Governing Board to provide library services for students and teachers by maintaining school libraries or contracting with another public agency. The following **optional** policy is intended for use by districts that maintain their own school libraries, but may be modified to meet the needs of districts that enter into an arrangement to receive services from either a county or city library pursuant to Education Code 18130 or 18134; also see BP 1330.1 - Joint Use Agreements.

The State Board of Education (SBE) has adopted model program standards for school libraries which describe staffing, resources, and infrastructure recommended for effective school library programs. The following policy may be modified to reflect state program standards that the district chooses to implement.

The Governing Board recognizes that school libraries support the educational program by providing access to a variety of informational and supplemental resources that can help raise the academic achievement of all students. To the extent that funding is available, school libraries shall be stocked with up-to-date books, reference materials, and electronic resources that promote literacy, support academic standards, and prepare students to become lifelong learners.

*(cf. 0440 - District Technology Plan)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6163.4 - Student Use of Technology)*  
*(cf. 7110 - Facilities Master Plan)*

School libraries shall be open for use by students and teachers during the school day.  
(Education Code 18103)

Note: The following paragraph is **optional**.

With the approval of the Board, a school library may be open at other hours outside the school day, including evenings and Saturdays. Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment. (Education Code 18103)

## LIBRARY MEDIA CENTERS (continued)

### Staffing

Note: The following **optional** section may be revised to reflect district practice. Pursuant to Education Code 18120, the Board may appoint one or more librarians to staff school libraries, provided they possess an appropriate credential issued by the Commission on Teacher Credentialing (CTC) as required by Education Code 44868 and 5 CCR 80053. This may include a teacher librarian services credential issued since January 1, 2008 or a library media teacher services credential issued prior to that date. In addition, 5 CCR 80024.6 establishes requirements for an emergency teacher librarian services permit that may be issued when there is an insufficient number of qualified certificated persons to fill available positions.

The state's program standards recommend a ratio of one full-time teacher librarian per 785 students plus assignment of a classified paraprofessional (e.g., library technician, library aide) at least 34 hours per week.

If the district does not employ any teacher librarians, it should modify the remainder of this policy to reflect the position(s) that are assigned to fulfill the related duties.

To staff school libraries, the district may employ one or more teacher librarians who possess appropriate credentials issued by the Commission on Teacher Credentialing. (Education Code 18120, 44868; 5 CCR 80024.6, 80053)

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

Note: 5 CCR 80053, as amended by Register 2013, No. 3, specifies the duties that any teacher librarian who possesses an appropriate credential or emergency permit from the CTC is authorized to perform. 5 CCR 80053.1, as added by Register 2013, No. 3, establishes a special class authorization which authorizes the holder to provide departmentalized instruction in information literacy, digital literacy, and digital citizenship. The district may revise items #1-8 below to reflect the duties of teacher librarians included in district job descriptions.

The Superintendent or designee may assign teacher librarians to perform the following duties in accordance with the authorizations of their credential: (5 CCR 80053, 80053.1)

1. Instruct students in accessing, evaluating, using, and integrating information and resources in the library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship
2. Plan and coordinate school library programs with the district's instructional programs through collaboration with teachers
3. Select materials for school and district libraries
4. Develop and deliver staff development programs for school library services
5. Coordinate or supervise library programs at the school or district level

## **LIBRARY MEDIA CENTERS (continued)**

6. Plan and conduct a course of instruction for students who assist in the operation of school libraries
7. Supervise classified personnel assigned school library duties
8. Develop procedures for and management of the school and district libraries

Note: The following **optional** paragraph may be revised to reflect district practice. Pursuant to Education Code 35021, the district may not utilize volunteer aides in lieu of classified employees whose positions were abolished.

The Board also may appoint classified paraprofessionals to serve as library aides or library technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4222 - Teachers Aides/Paraprofessionals)*

### **District Plan**

Note: The following section is for use by districts that receive funding under the School and Library Improvement Block Grant (Education Code 41570-41573). Block grant funds may be expended for any purpose authorized under the California Public School Library Act (Education Code 18180-18184) as those repealed statutes read on January 1, 2004, such as for school library resources and equipment. As a condition of receiving this funding, Education Code 41572 requires districts to have a single plan for student achievement; see BP/AR 0420 - School Plans/Site Councils. The single plan must incorporate the requirements of Education Code 18181 pertaining to a districtwide library plan, as that repealed provision read on January 1, 2004.

Whenever a school receives state funding for school and library improvement pursuant to Education Code 41570-41573, the school site council shall develop a single plan for student achievement which incorporates a districtwide plan for school libraries. (Education Code 41572)

*(cf. 0420 - School Plans/Site Councils)*

Note: The remainder of this section is **optional** and may be revised to reflect district practice.

In developing the districtwide plan, the Superintendent or designee is encouraged to consult with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate.

## **LIBRARY MEDIA CENTERS (continued)**

The districtwide library plan shall describe the district's vision and goals for district libraries and how funds will be distributed to school sites to support libraries. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, prioritization of needs, and other related matters.

*(cf. 0000 - Vision)*

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

The districtwide library plan shall be regularly reviewed and updated.

### **Classroom Libraries for Grades K-4**

Note: Pursuant to Education Code 60242, funds received through the State Instructional Materials Fund may be used for the purpose of purchasing classroom library materials for grades K-4, within the percentage of the allowance authorized by the SBE. As a condition of receiving funding for this purpose, the district must have developed a districtwide plan for classroom libraries as provided below. An existing plan, such as the districtwide plan described in the section "Library Plan" above, may be used if it meets the criteria of Education Code 60242.

An additional source of potential funding for classroom library materials, the Instructional Materials Funding Realignment Program (Education Code 60420-60424), was repealed by AB 1246 (Ch. 668, Statutes of 2012).

When state funding is available for classroom library materials in grades K-4, the Superintendent or designee shall develop, for certification by the Board, a districtwide classroom library plan for grades K-4. The plan shall include a means of preventing loss, damage, or destruction of the materials. (Education Code 60242)

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

*(cf. 6161.2 - Damaged or Lost Instructional Materials)*

The districtwide library plan developed pursuant to Education Code 41572 may fulfill this requirement provided the plan meets the criteria specified in Education Code 60242.

Note: In developing the plan for classroom libraries in grades K-4, districts may consult CDE's online list of recommended materials ([Recommended Literature: Pre-Kindergarten Through Grade Twelve](#)). In addition, Education Code 60242 encourages consultation with primary grade teachers and teacher librarians employed by the district. If the district does not employ teacher librarians, then the district is encouraged to consult with a teacher librarian employed by the county office of education. The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee is encouraged to consult with primary grade teachers and teacher librarians employed by the district and/or county office of education in the development of the K-4 classroom library plan and to consider selections from the list of books recommended by the California Department of Education (CDE).

## **LIBRARY MEDIA CENTERS (continued)**

### **Selection and Evaluation of School Library Materials**

Note: The following **optional** section may be revised to reflect district practice. At its discretion, the Board may establish selection criteria that exclude all materials of a sectarian, partisan, or denominational character as authorized by Education Code 18111.

Library materials shall include print and electronic resources that align with the curriculum and are accessible to students with varying cognitive or language needs.

Library materials shall be evaluated and selected in accordance with law, Board policy, and administrative regulation through a selection process that invites recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.

*(cf. 6144 - Controversial Issues)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

Library materials should be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain outdated subject matter or are no longer appropriate shall be removed, and lost or worn materials may be replaced.

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

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

*(cf. 1260 - Educational Foundation)*

*(cf. 3290 - Gifts, Grants and Bequests)*

Complaints regarding the appropriateness of library materials shall be addressed using the district's procedures for complaints regarding instructional materials.

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

### **Fees**

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)

*(cf. 3260 - Fees and Charges)*

Note: Pursuant to 5 CCR 16042, the Board may determine whether or not to charge for the late return of library materials. The district should select the option below that reflects district practice. Option 2 may be modified to include the amount that will be charged.

## **LIBRARY MEDIA CENTERS (continued)**

**OPTION 1:** No charge shall be assessed for the late return of materials.

~~**OPTION 2:** To encourage students to return materials in a timely manner, a nominal fee shall be charged for the late return of materials.~~

### **Library Instruction**

Note: In September 2010, the SBE adopted model academic standards for library instruction which address what students should know and be able to do at each grade level or grade span in terms of information literacy skills. The introduction to the standards expresses the intent that the standards be taught collaboratively by the classroom teacher and the teacher librarian within the context of the curriculum. The following **optional** section reflects the four major categories addressed in the state standards and may be revised to reflect district practice.

The SBE has also developed a document identifying examples of where the library instruction standards are aligned with Common Core State Standards. See the California Department of Education's (CDE) web site.

Teacher librarians and/or classroom teachers shall provide library instruction to develop students' information literacy skills. Such instruction shall be aligned with state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources
2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry
3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 6141 - Curriculum Development and Evaluation)*

## **LIBRARY MEDIA CENTERS (continued)**

### **Program Evaluation**

Note: The following optional section may be revised to reflect district practice. The district may use an assessment tool such as the CDE's Looking at the School Library: An Evaluation Tool or may develop its own program evaluation indicators or checklist.

~~The Superintendent or designee shall annually assess and report to the Board regarding the condition and use of school libraries. The assessment shall evaluate, at a minimum:~~

- ~~1. Access of students and staff to school libraries during school hours and, as appropriate, access outside the school day~~
- ~~2. The process and frequency by which students are allowed to check out library materials~~
- ~~3. Staffing levels, qualifications, and number of hours worked~~
- ~~4. The quality of the collection at each library, including, but not limited to, the total number of books in the collection, number of books per student, amount expended during the year for the purchase of new resources, and the number of resources discarded and added during the year~~
- ~~5. Any special programs offered at the school to encourage reading and/or library use~~
- ~~6. The adequacy of the facility space and equipment designated for the school library~~
- ~~7. Source(s) and adequacy of funding for school libraries~~

Note: Education Code 18122 requires districts to annually report to the CDE on the condition of their school libraries. This survey is conducted online via the CDE's web site.

The district shall, on or before August 31 each year, report to the CDE on the condition of its school libraries for the preceding year ending June 30. (Education Code 18122)

*Legal Reference: (see next page)*

## **LIBRARY MEDIA CENTERS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

1703 Coordination of district library services by county superintendent  
1770-1775 Provision of library services by county superintendent  
18100-18203 School libraries  
18300-18571 Union high school district/unified school district library district  
19335-19336 Reading Initiative Program; recommended books  
35021 Volunteer aides  
41570-41573 School and Library Improvement Block Grant  
42605 Tier 3 categorical flexibility  
44868-44869 Qualifications and employment of library media teachers  
45340-45349 Instructional aides  
60240-60251.5 State Instructional Materials Fund, purchase of classroom library materials

#### REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

18181 Districtwide library plan  
52012 Establishment of school site council  
52014-52015 School plans

#### CODE OF REGULATIONS, TITLE 5

16040-16043 School libraries  
80023-80023.2 Emergency permits, general requirements  
80024.6 Emergency teacher librarian services permit  
80026-80026.6 Emergency permits  
80053-80053.1 Teacher librarian services credential

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Examples of Model School Library Standards for California Public Schools Supporting Common Core State Standards (CCSS) for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. February 2012

Model School Library Standards for California Public Schools: Kindergarten Through Grade Twelve, 2010 (includes standards for student instruction as well as program standards)

Looking at the School Library: An Evaluation Tool, 2003

Recommended Literature: Kindergarten Through Grade Twelve

#### CALIFORNIA SCHOOL LIBRARY ASSOCIATION PUBLICATIONS

Standards and Guidelines for Strong School Libraries, 2004

#### WEB SITES

American Association of School Libraries: <http://www.ala.org/aasl>

California Department of Education, School Libraries: <http://www.cde.ca.gov/ci/cr/lb>

California School Library Association: <http://www.csla.net>



# **Center USD**

## **Board Policy**

### **Library Media Centers**

**BP 6163.1**

#### **Instruction**

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Center Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

The Governing Board recognizes that school library media centers support the educational program by providing access to a variety of informational resources. The Board desires to provide school libraries with up-to-date books, reference materials, and electronic information resources necessary to promote literacy, support students in achieving academic standards, and prepare students to become lifelong learners.

(cf. 0440 - District Technology Plan)  
(cf. 6011 - Academic Standards)  
(cf. 6161 - Equipment, Books and Materials)  
(cf. 6163.4 - Student Use of Technology)  
(cf. 7110 - Facilities Master Plan)

School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)

With the approval of the Board, a school library may be open at other hours outside the school day, including evenings and weekends. Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment. (Education Code 18103)

#### **Staffing**

To staff school libraries, the Board may appoint one or more teacher librarians who possess an appropriate credential issued by the Commission on Teacher Credentialing. (Education Code 18120, 44868)

(cf. 4112.2 - Certification)  
(cf. 4113 - Assignment)

Any teacher librarian employed by the district shall be authorized to perform the following duties:

1. Instruct students in the choice and use of library materials and technology
2. Plan and coordinate school library programs with the district's instructional programs
3. Select materials for school and district libraries
4. Coordinate or supervise library programs at the district level
5. Plan and conduct a course of instruction for students who assist in the operation of school libraries
6. Supervise classified personnel assigned school library duties
7. Develop procedures for and management of the school and district libraries

The Board also may appoint classified paraprofessionals to serve as library aides or library technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

(cf. 1240 - Volunteer Assistance)

(cf. 4222 - Teachers Aides/Paraprofessionals)

### Library Plan

Whenever a school receives state funding for school and library improvement pursuant to Education Code 41570-41573, the school site council shall develop a single plan for student achievement which incorporates a districtwide plan for school libraries. (Education Code 41572)

(cf. 0420 - School Plans/Site Councils)

In developing the districtwide plan, the Superintendent or designee is encouraged to consult with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate.

The districtwide library plan shall describe the district's vision and goals for district libraries and how funds will be distributed to school sites to support libraries. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, prioritization of needs, and other related matters.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

## **Classroom Libraries for Grades K-4**

When state funding is available for classroom library materials in grades K-4, the Superintendent or designee shall develop, for certification by the Board, a districtwide classroom library plan for grades K-4. The plan shall include a means of preventing loss, damage, or destruction of the materials. (Education Code 60242, 60422)

(cf. 6161.2 - Damaged or Lost Instructional Materials)

The districtwide library plan developed pursuant to Education Code 41572 may fulfill this requirement provided the plan meets the criteria of Education Code 60242.

The Superintendent or designee is encouraged to consult with primary grade teachers and teacher librarians employed by the district and/or county office of education in the development of the K-4 classroom library plan and to consider selections from the list of books recommended by the State Librarian pursuant to Education Code 19336.

## **Selection and Evaluation of School Library Materials**

Library materials shall include print and electronic resources that align with the curriculum and are accessible to students with varying cognitive or language needs.

Teacher librarians shall evaluate and select materials in accordance with law, Board policy, and administrative regulation and shall use professional selection aids and standards. The selection process shall invite recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.

(cf. 6144 - Controversial Issues)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

Library materials should be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain outdated subject matter or are no longer appropriate shall be removed, and lost or worn materials may be replaced.

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

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

(cf. 3290 - Gifts, Grants and Bequests)

Complaints regarding the appropriateness of library materials shall be addressed using the district's procedures for complaints regarding instructional materials.

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

#### **Fees**

**Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)**

**(cf. 3260 - Fees and Charges)**

**No charge shall be assessed for the late return of materials.**

**(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)**

#### **Library Instruction**

**Teacher librarians and/or classroom teachers shall provide library instruction to develop students' information literacy skills. Such instruction shall be aligned with state academic standards for library instruction and shall prepare students to:**

- 1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources**
- 2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry**
- 3. Organize, synthesize, create, and communicate information**
- 4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners**

**Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.**

**(cf. 4131 - Staff Development)**

**(cf. 4231 - Staff Development)**

**(cf. 4331 - Staff Development)**

**(cf. 6141 - Curriculum Development and Evaluation)**

#### **Reports**

**The district shall, on or before August 31 each year, report to the California Department of Education on the condition of its school libraries for the preceding year ending June 30. (Education Code 18122)**

**Legal Reference:**

**EDUCATION CODE**

1703 Coordination of district library services by county superintendent  
1770-1775 Provision of library services by county superintendent  
18100-18203 School libraries  
18300-18571 Union high school district/unified school district library district  
19335-19336 Reading Initiative Program; recommended books  
41570-41573 School and Library Improvement Block Grant  
42605 Tier 3 categorical flexibility  
44868-44869 Qualifications and employment of library media teachers  
45340-45349 Instructional aides  
60119 Sufficiency of textbooks and instructional materials; public hearing  
60240-60251.5 State Instructional Materials Fund, purchase of classroom library materials  
60420-60424 Instructional Materials Funding Realignment Program  
**REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS**  
18181 Districtwide library plan  
52012 Establishment of school site council  
52014-52015 School plans  
**CODE OF REGULATIONS, TITLE 5**  
16040-16043 School libraries  
80053 Library media service teaching credential  
**UNITED STATES CODE, TITLE 20**  
6383 Improving Literacy Through School Libraries grant program

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

School Library Program Standards, September 2010

School Library Standards for Students, September 2010

Check It Out! Assessing School Library Media Programs, 1998

Recommended Literature: Kindergarten Through Grade Twelve

**CALIFORNIA SCHOOL LIBRARY ASSOCIATION PUBLICATIONS**

Standards and Guidelines for Strong School Libraries, 2004

**WEB SITES**

American Library Association: <http://www.ala.org>

California Department of Education, School Libraries: <http://www.cde.ca.gov/ci/cr/lb>

California Library Association: <http://www.cla-net.org>

California School Library Association: <http://www.csla.net>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: June 15, 2011      Antelope, California

**IDENTIFICATION AND EDUCATION UNDER SECTION 504**

Note: The following policy and accompanying administrative regulation address the identification and education of students who may be eligible for services under the provisions of Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794). Pursuant to 34 CFR 104.33, eligible students are entitled to a free appropriate public education (FAPE) which is designed to meet the student's individual educational needs as adequately as the needs of nondisabled students are met. Enforcement of Section 504 requirements is the responsibility of the U.S. Department of Education's Office for Civil Rights (OCR), which monitors districts' policies, processes, and practices to ensure legal compliance.

Students may be identified as disabled under Section 504 even though they do not require services pursuant to the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482). The identification of students eligible for services under IDEA is addressed at BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

The Governing Board believes that all children, including children with disabilities, should have an opportunity to learn in a safe and nurturing environment. The district shall work to identify children with disabilities who reside within its jurisdiction in order to ensure that they receive educational and related services required by law.

Note: Section 504 of the Rehabilitation Act of 1973 and its implementing regulations (34 CFR 104.1-104.39) prohibit discrimination on the basis of disability in district programs and activities. see BP 0410 - Nondiscrimination in District Programs and Activities.

The Superintendent or designee shall provide identified students with disabilities with a free appropriate public education, as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 0430 - Comprehensive Local Plan for Special Education)*  
*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.23 - Asthma Management)*  
*(cf. 5141.24 - Specialized Health Care Services)*  
*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*  
*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

Note: Pursuant to 34 CFR 104.33, as interpreted by OCR in its January 2013 Dear Colleague Letter, a district's responsibility under Section 504 requirements extends to providing students with disabilities equal opportunity to participate in extracurricular athletics and other nonacademic programs or activities that constitute the overall educational program.

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

**IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)**

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6145.5 - Student Organizations and Equal Access)*

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

Note: The following optional paragraph ensures the availability of hearing officers to conduct impartial hearings to resolve disagreements about the provision of FAPE, pursuant to 34 CFR 104.36.
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~~The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.~~

*Legal Reference: (see next page)*

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

### Legal Reference:

#### EDUCATION CODE

49423.5 Specialized physical health care services

#### CODE OF REGULATIONS, TITLE 5

3051.12 Health and Nursing Services

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

#### UNITED STATES CODE, TITLE 29

705 Definitions; Vocational Rehabilitation Act

794 Rehabilitation Act of 1973, Section 504

#### UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

#### CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 Nondiscrimination on the basis of handicap, especially:

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.32 Location and notification

104.33 Free appropriate public education

104.34 Educational setting

104.35 Evaluation and placement

104.36 Procedural safeguards

#### COURT DECISIONS

*Christopher S. v. Stanislaus County Office of Education*, (2004) 384 F.3d 1205

### Management Resources:

#### CSBA PUBLICATIONS

*Rights of Students with Diabetes Under IDEA and Section 504*, Policy Brief, November 2007

#### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

*Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools*, August 2007

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

*Dear Colleague Letter*; January 2013

*Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools*; January 2012

*Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973*, September 2007

#### WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>



# **Center USD**

## **Board Policy**

### **Identification And Education Under Section 504**

**BP 6164.6**

#### **Instruction**

The Governing Board recognizes the need to identify and evaluate children with disabilities in order to provide them with the services required by law.

The district shall provide a free appropriate public education to students who reside within the district and who are classified as disabled under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

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

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

(cf. 5141.24 - Administering Medication and Monitoring Health Conditions)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

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

#### **Legal Reference:**

##### **EDUCATION CODE**

49423.5 Specialized physical health care services

##### **CODE OF REGULATIONS, TITLE 5**

3051.12 Health and Nursing Services

##### **UNITED STATES CODE, TITLE 20**

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

##### **UNITED STATES CODE, TITLE 29**

794 Rehabilitation Act of 1973, Section 504

##### **CODE OF FEDERAL REGULATIONS, TITLE 34**

104.1-104.61 Nondiscrimination on the basis of handicap, especially:

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.33 Free appropriate public education

104.35 Evaluation and placement

104.36 Procedural safeguards

##### **COURT DECISIONS**

Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

#### **Management Resources:**

**CSBA PUBLICATIONS**

**Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, November 2007**

**CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES**

**Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007**

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

**Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007**

**WEB SITES**

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

**California Department of Education: <http://www.cde.ca.gov>**

**U.S. Department of Education, Office for Civil Rights:**

**<http://www.ed.gov/about/offices/list/ocr/index.html?src=mr>**

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: February 20, 2008 Antelope, California**

**IDENTIFICATION AND EDUCATION UNDER SECTION 504**

Note: Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794) prohibits discrimination on the basis of disability. Pursuant to 34 CFR 104.7, the district is required to designate the person(s) responsible for the overall implementation of the requirements of Section 504, as specified below.

The U.S. Department of Education Office for Civil Rights (OCR), which is responsible for enforcing the provisions of Section 504 and also for receiving and handling complaints from parents/guardians, students, and advocates has issued guidance on Section 504 requirements. In its Dear Colleague Letter issued in January 2012, and the attached Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools, OCR clarifies the extent to which 29 USC 705, which was amended by the Americans with Disabilities Amendments Act (ADA) of 2008, affects the definition of "disability" and "substantially limits" for Section 504 purposes. In addition, in January 2013, OCR issued another Dear Colleague Letter to clarify districts' obligations under Section 504, particularly as they relate to providing students with disabilities an opportunity to participate in extracurricular athletics and other nonacademic activities that are a part of the overall education program.

The following **optional** administrative regulation focuses on district procedures for identifying and evaluating students who are eligible to receive FAPE and is consistent with OCR guidance.

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Director of Personnel and Student Services  
8408 Watt Avenue, Antelope, CA 95843  
(916) 338-6413

**Definitions**

Note: The following definitions are consistent with 42 USC 12101-12213, the Americans with Disabilities Act Amendment Act of 2008.

~~For the purpose of implementing Section 504 of the Rehabilitation Act of 1973, the following terms and phrases shall have only the meanings specified below:~~

~~Free appropriate public education (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of nondisabled students are met, without cost to the student or his/her parent/guardian, except when a fee is imposed on nondisabled students. (34 CFR 104.33)~~

~~(cf. 3260 Fees and Charges)~~

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Note: Pursuant to 34 CFR 104.3, a student is considered disabled when he/she has a physical or mental impairment that substantially limits a major life activity, has a record of such impairment, or is regarded as having such impairment. According to OCR, a district is required to provide FAPE only to those students whose impairment currently limits a major life activity. However, Section 504 requires districts to protect a student who has a record of, or is regarded as having, such an impairment from discriminatory treatment. For example, it would be discriminatory and thus illegal to prohibit a student who has a record of bone cancer, but is currently in remission, from trying out for the basketball team based on his/her history of cancer.

~~Student with a disability means a student who has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.3)~~

Note: Examples of physical or mental impairments that may constitute disabling conditions under Section 504 if they substantially limit a major life activity may include, but are not limited to, diabetes; communicable diseases such as HIV/AIDS; tuberculosis; attention deficit disorder (ADD) or attention deficit hyperactivity disorder (ADHD); chronic asthma and severe allergies; physical disabilities such as spina bifida or hemophilia; and temporary disabilities depending on the anticipated length of disability, the seriousness of the illness/injury, and the needs of the student (e.g., students injured in accidents or suffering short-term illnesses). In the event that these conditions fall within the disabilities categories specified in the Individuals with Disabilities Education Act (IDEA), then the student may need to be considered for services under that law; see BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

~~Physical impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemie and lymphatic; skin; and endocrine. (34 CFR 104.3)~~

~~Mental impairment means any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (34 CFR 104.3)~~

~~Substantially limits major life activities means limiting a person's ability to perform functions such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Major life activities also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Substantially limits shall be determined without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures include, but are not limited to, medications, prosthetic devices, assistive devices, learned behavioral, or adaptive neurological modifications which an individual may use to eliminate or reduce the effects of an impairment. (42 USC 12102; 34 CFR 104.3)~~

## **IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)**

### **Definitions**

Free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973 means the provision of either regular or special education and related aids and services, designed to meet the student's individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

Eligibility to receive FAPE under Section 504 means a student has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.33)

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. (34 CFR 104.3)

Physical or mental impairment means any of the following: (34 CFR 104.3)

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal, special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive; genito-urinary; hemic and lymphatic; skin; and endocrine
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities

### **Referral, Identification, and Evaluation**

Note: 34 CFR 104.35 requires the district to conduct an evaluation of any student who needs or is believed to need special education or related services under Section 504. However, the law does not require a specific procedure for referral of a student for the evaluation. Items #1-2 below provide such a procedure and should be modified to reflect district practice.

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.

*(cf. 6164.5 - Student Success Teams)*

2. Upon receipt of any such referral, the principal, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with

## **IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)**

the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If it is determined that the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his/her initial placement. (34 CFR 104.35)

Note: OCR has interpreted Section 504 to require districts to obtain parental permission for initial evaluations. Although the law is silent on the form of parental consent, it is recommended that the district obtain such consent in writing. The following paragraph should be modified to reflect district practice.

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

Note: 34 CFR 104.35 requires that the district's evaluation and placement procedures include the elements specified in items #a-c below.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient
- c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his/her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure

### **Section 504 Services Plan and Placement**

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

## **IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)**

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

**Note:** While there is no specific requirement that a Section 504 services plan (sometimes called an accommodation plan) be in writing, it is strongly recommended that the district develop a written plan for each student detailing the regular and/or special education and related services that the student will be provided in order to ensure that the student is receiving FAPE in accordance with 34 CFR 104.33.

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.23 - Asthma Management)*  
*(cf. 5141.24 - Specialized Health Care Services)*  
*(cf. 5141.26 - Tuberculosis Testing)*  
*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

## **IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)**

Note: The law does not specify a time frame for completion of the evaluation and placement process, but OCR requires completion within "a reasonable amount of time." Generally, compliance with the timelines in IDEA will be considered "reasonable" and thus in compliance with Section 504. However, Section 504 does not provide for an automatic suspension of the timelines during extended breaks or when schools are not in session. For timelines under IDEA, see AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame.
6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

*(cf. 5125 - Student Records)*

### **Review and Reevaluation**

Note: 34 CFR 104.35 requires a district to establish procedures for the periodic reevaluation of a student who has been identified as needing services under Section 504. A reevaluation procedure consistent with the IDEA is one means of meeting this requirement. The following section should be modified to reflect district practice.

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of nondisabled students. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

Note: As part of its responsibilities pursuant to 34 CFR 104.35, the district is required to reevaluate a student's needs before a significant change in his/her placement. Examples of actions that might constitute a "significant change in placement" triggering a reevaluation include, but are not limited to, expulsions, suspensions that exceed 10 school days within a school year, or removal from a fully integrated curriculum to a resource room, home instruction, independent study, or continuation school.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

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

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*



## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

### Procedural Safeguards

Note: 34 CFR 104.36 requires districts to adopt a system of procedural safeguards which must include the rights of parents/guardians to receive notice, examine relevant records, have an impartial hearing in which they would have an opportunity to participate and be represented by legal counsel, and a process for review of the hearing and decision as detailed in the following section.

Timelines suggested in this section should be revised to reflect district practice; however, OCR requires that the due process hearing procedures be completed within a "reasonably prompt time frame."

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

Note: 34 CFR 104.36 requires that the district's procedural safeguards for Section 504 include an impartial hearing to resolve disagreements about the provision of FAPE. This Section 504 due process hearing is separate from the due process hearing procedures under IDEA and from the district's uniform complaint procedures, which are used to resolve complaints regarding discriminatory treatment (e.g., harassment or accessibility issues). See BP/AR 1312.3 - Uniform Complaint Procedures.

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing within 30 days of that action or decision.

Note: According to OCR, the parent/guardian cannot be required to participate in an administrative review prior to exercising his/her right to a Section 504 due process hearing. Districts with questions should consult legal counsel, as appropriate.

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian is not satisfied with the resolution of the issue, he/she may request a Section 504 due process hearing.

Section 504 due process hearing shall be conducted in accordance with the following procedures:

**IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)**

1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
  - a. The specific nature of the decision with which he/she disagrees
  - b. The specific relief he/she seeks
  - c. Any other information he/she believes is pertinent to resolving the disagreement
2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.
3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
4. The parties to the hearing shall be afforded the right to:
  - a. Be accompanied and advised by counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504
  - b. Present written and oral evidence
  - c. Question and cross-examine witnesses
  - d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

**Notifications**

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

*(cf. 5145.6 - Parental Notifications)*

**Regulation  
approved:**

**CSBA MANUAL MAINTENANCE SERVICE  
April 2013**

# **Center USD**

## **Administrative Regulation**

### **Identification And Education Under Section 504**

**AR 6164.6**  
**Instruction**

#### **Definitions**

Free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973 means the provision of either regular or special education and related aids and services, designed to meet the student's individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

Eligibility to receive FAPE under Section 504 means a student has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.33)

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. (34 CFR 104.3)

Physical or mental impairment means any of the following: (34 CFR 104.3)

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal, special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive, genitourinary; hemic and lymphatic; skin; and endocrine
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities

#### **Referral, Identification, and Evaluation**

1. Any student may be referred by a parent/guardian, teacher, other school employee, student success team, or community agency for consideration of eligibility as a disabled student under Section 504. This referral may be made to the principal or 504 Coordinator.

(cf. 6164.5 - Student Success Teams)

2. Upon receipt of a referral for eligibility, the principal or 504 Coordinator shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards, as described in the "Procedural Safeguards" section below.

3. If it is determined that a student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to initial placement and before any significant change in placement. (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

The district's evaluation procedures shall ensure that tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
- b. Are tailored to assess specific areas of educational need and are not based solely on a single IQ score
- c. Reflect aptitude or achievement or whatever else the tests purport to measure and do not reflect the student's impaired sensory, manual, or speaking skills unless the test is designed to measure these particular deficits

#### Section 504 Services Plan and Placement

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

**(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)**

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame.

6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

**(cf. 5125 - Student Records)**

#### **Review and Reevaluation**

1. The 504 team shall monitor the progress of the student and the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of nondisabled students. The team shall review the student's plan annually. In addition, the student's eligibility under Section 504 shall be reevaluated at least once every three years.

2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

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

**(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))**

#### **Procedural Safeguards**

Parents/guardians shall be notified in writing of all district decisions regarding the identification, evaluation, or educational placement of students with disabilities or suspected disabilities.

Notifications shall include a statement of their right to: (34 CFR 104.36)

1. Examine relevant records
2. Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
3. Have a review procedure

Notifications shall also detail the parent/guardian's right to file a grievance with the district over an alleged violation of Section 504; have an evaluation that draws on information from a variety of sources; be informed of any proposed actions related to eligibility and plan for services; receive all information in the parent/guardian's native language and primary mode of communication; periodic reevaluations and an evaluation before any significant change in program/service modifications; an impartial hearing if there is a disagreement with the district's proposed action; be represented by counsel in the impartial hearing process; and appeal the impartial hearing officer's decision.

If a parent/guardian disagrees with decisions regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing in accordance with the following procedures:

1. Within 30 days after receipt of the district's decision with which the parent/guardian disagrees, the parent/guardian may request an administrative review of the decision.

The 504 Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue. This review shall be held within 14 days of receiving the parent/guardian's request.

2. If the parent/guardian chooses not to request an administrative review or if the review does not resolve the issue, the parent/guardian may request in writing a Section 504 due process hearing. The parent/guardian's request for a hearing shall be made within 30 days of receiving the district's decision or within 14 days of completion of the administrative review. The request shall include:

- a. The specific nature of the decision with which the parent/guardian disagrees
- b. The specific relief the parent/guardian seeks
- c. Any other information the parent/guardian believes pertinent

Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

The 504 Coordinator shall maintain a list of impartial hearing officers who are qualified and

willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.

Any party to the hearing shall be afforded the right to:

1. Be accompanied and advised by counsel and by individuals with special knowledge or training related to the problems of students who are qualified as disabled under Section 504
2. Present written and oral evidence
3. Question and cross-examine witnesses
4. Receive written findings by the hearing officer

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

#### Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

(cf. 5145.6 - Parental Notifications)

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: June 3, 2009      Antelope, California



**GOVERNING BOARD ELECTIONS**

Note: Education Code 35107 details eligibility for Governing Board membership as specified below. In 81 Ops.Cal.Att'y.Gen. 98 (1998), the Attorney General opined that the residency requirement in Education Code 35107 is a continuing requirement for holding the office during the entire term of the Board member.

Pursuant to Elections Code 20, as added by AB 2410 (Ch. 160, Statutes of 2012), any person who has been convicted of a felony involving bribery, offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or of conspiracy to commit any of these crimes, under California law or the law of any other state, the federal government, or a foreign government or country, is ineligible to be elected or to hold state or local public office unless he/she has received a pardon from the Governor or other authority as specified.

In addition, a person is ineligible to hold public office if he/she is not registered to vote. Elections Code 2201 lists the causes for cancelling an individual's voter registration and making him/her ineligible to hold public office as including legally established mental incompetency, proof that the person is presently imprisoned or on parole for conviction of a felony, or official notification that the voter is registered in another country or state.

Any person is eligible to be a member of the Governing Board, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or be a Board member except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

Note: Pursuant to Education Code 35107, a district employee elected to serve on the district Board must resign his/her employment before being sworn into office as a Board member.

Pursuant to Education Code 1006, as added by AB 1662 (Ch. 499, Statutes of 2012), employees of a school district may now be eligible to run for the county board of education seat as long as their school district employer is not within the jurisdiction of the county board.

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

*(cf. 9224 - Oath of Affirmation)*

*(cf. 9270 - Conflict of Interest)*

Note: Pursuant to Elections Code 1302 and 10404.5, districts are authorized to request consolidation of their Board elections with the local municipal or state primary or general elections. Whenever a change is made to a district's election cycle, the terms of office of incumbent Board members must be extended accordingly. In addition, before making any rule changes that may affect voting in their elections, districts within Kings, Monterey, and Yuba counties must obtain prior approval of the U.S. Department of Justice (preclearance), pursuant to 42 USC 1973-1973aa-6 (the federal Voting Rights Act). For these reasons, districts should explore the full ramifications of proposed changes to their election rules and should consult legal counsel when necessary.

**GOVERNING BOARD ELECTIONS (continued)**

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election. Board election procedures shall be conducted in accordance with state and federal law.

*(cf. 9110 - Terms of Office)*

**Electing Board Members**

Note: Pursuant to Education Code 5019, except in a school district governed by a board of education subject to a city or city and county charter, each County Committee on School District Organization is authorized, for the districts within its jurisdiction, to establish trustee areas, rearrange boundaries of trustee areas, increase, decrease, or abolish trustee areas, and recommend any of three alternate methods of electing Board members as specified below and in Education Code 5030. A proposal for any of the purposes described above may be initiated by the County Committee, by a petition filed by voters, or by the governing board of the school district. Option 1 below is for districts that use the "by trustee area" method to elect Board members (i.e., voters in each trustee area elect the candidate to represent their area), Option 2 is for districts that use the "at-large" method (i.e., all voters cast ballots for all candidates within the district), and Option 3 is for districts that use the "from trustee area" or "hybrid" method (i.e., Board members must reside within designated trustee areas but are elected by voters throughout the district "at-large").

Pursuant to Education Code 1000-1001, elections to fill county boards of education are required to be conducted based on the "by trustee area" voting method.

**~~OPTION 1: (Election by trustee area)~~**

~~The district is divided into trustee areas and each trustee area shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.~~

Note: To ensure equitable representation, Education Code 5019.5 requires any district using Option 1 to adjust its trustee area boundaries following each decennial federal census.

~~Prior to March 1 following the year in which the results of each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code 5019.5)~~

Note: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA)) which prohibits the use of the "at-large" voting method for elections within jurisdictions with a history of "racially polarized voting" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred). Any district seeking more information about the CVRA and its possible effects should consult legal counsel.

## **GOVERNING BOARD ELECTIONS (continued)**

### **OPTION 2: (Election using "at-large" voting method)**

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

Note: The extent, if any, to which a district using the "from trustee area/hybrid" method (Option 3) is required to balance its trustee areas by population is unclear; see Dusch v. Davis. Any district using Option 3 should consult with legal counsel regarding whether to population balance its trustee areas.

### **~~OPTION 3: (Election from trustee area/hybrid method)~~**

~~Each Board member shall reside within the trustee area that he/she represents but shall be elected by all voters in the district.~~

Note: The remainder of this section is for districts using Option 2 or 3 and may be revised to reflect district practice. Such districts should periodically monitor the demographics within their geographical boundaries to ensure that no violation of the CVRA occurs. Any district found in violation of the CVRA could be held liable for attorneys' fees and legal costs.

To ensure ongoing compliance with the California and federal Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

Note: Converting from an "at-large" (Option 1) to a "by trustee area" (Option 2) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. Any district that is considering switching to "by trustee area" election method should consult legal counsel as necessary.

If the Board determines that a change is necessary, it shall adopt a resolution at an open meeting specifying the change(s) and shall, in accordance with Education Code 5019 or other applicable provisions of law, obtain approval from the county committee on school district organization having jurisdiction over the district.

*(cf. 9320 - Meetings and Notices)*

### **Campaign Conduct**

Note: Education Code 35177 has long authorized boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. However, in June 2006, the U.S. Supreme Court held in Randall v. Sorrell that limits on campaign expenditures are unconstitutional and violate a candidate's right to free speech. The court did hold that limits on contributions to candidates could be constitutional if such limits are not overly restrictive, allow candidates to compete in the race, and do not operate to protect

**GOVERNING BOARD ELECTIONS (continued)**

incumbents. However, because Education Code 35177 provides no mechanism for the district to enforce any contribution limits set by the Board, such limits would be completely voluntary, and other candidates and the Board would have no remedy in the event of noncompliance by a candidate. It is strongly recommended that, before adopting voluntary contribution limits under the authority granted in Education Code 35177, the Board consult legal counsel in order to ensure that the district's limits satisfy legal restrictions.

Pursuant to Elections Code 20440, county election officials present each candidate running for public office with a voluntary Code of Fair Campaign Practices for the candidate to sign. The pledge states the candidate's intent to conduct his/her campaign openly and fairly and provides that the candidate may not use or permit negative prejudice based on another candidate's race, religion, physical or mental disability, sex, gender, sexual orientation, or any other prohibited category of discrimination listed in Government Code 12940. Although neither the district nor opposing candidates have authority to enforce the pledge if it is violated, a candidate's signature is a matter of public record. The following optional paragraph expresses the Board's desire that candidates for Board membership sign and abide by the terms of the pledge.

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

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

*(cf. 9005 - Governance Standards)*

**Statement of Qualifications**

Note: Prior to the beginning of the nominating period, Elections Code 13307 requires the Board to determine whether to have the district assume the costs of producing candidate statements of qualifications (Option 1 below) or to charge candidates for the costs (Option 2 below). In 85 Ops.Cal.Atty.Gen. (2002), the Attorney General opined that Elections Code 13307, which authorizes the district to pay for the cost of distributing candidate statements, does not conflict with Education Code 7054, which prohibits the use of district resources for campaign purposes. According to the Attorney General, distributing campaign statements cannot be considered campaigning for any particular candidate in a partisan manner so as to conflict with the Education Code prohibition.

**~~OPTION 1:~~** ~~In order to help defray the costs of campaigning for the Board, the district shall pay the cost of printing, handling, translating, and mailing candidate statements filed pursuant to Elections Code 13307.~~

**OPTION 2:** The district shall assume no part of the cost of printing, handling, translating, or mailing of candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Note: The following paragraph applies to both of the above options.

## **GOVERNING BOARD ELECTIONS (continued)**

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

*(cf. 9223 - Filling Vacancies)*

Note: Pursuant to Elections Code 13307, the candidate's statement is limited to 200 words (Option 1 below), unless the Board has authorized an increase to a 400-word maximum (Option 2 below).

**OPTION 1:** Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

~~**OPTION 2:** Candidate statements shall be limited to no more than 400 words. (Elections Code 13307)~~

### **Tie Votes in Board Member Elections**

Note: Education Code 5016 requires the Board to decide, before conducting any election, whether a potential tie will be resolved by lot or with a runoff election. Option 1 is for use by districts that will make this determination prior to each election. For districts that do not re-determine the method at each election, Option 2 provides for the use of lots to determine the winner in case of a tie in every election while Option 3 provides for a runoff election.

Education Code 5016 requires the County Superintendent of Schools to provide certification of a tie vote in an election to the district Board.

~~**OPTION 1:** Before each election, the Board shall establish whether a potential tie is to be resolved by lot or with a runoff election. (Education Code 5016)~~

~~After an election for which the Board has decided to resolve a tie by lot, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)~~

~~After an election for which the Board has decided to resolve a tie with a runoff election, the Board shall schedule the runoff election in accordance with law. (Education Code 5016)~~

## GOVERNING BOARD ELECTIONS (continued)

**OPTION 2:** Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

~~**OPTION 3:** Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall schedule a runoff election in accordance with law. (Education Code 5016)~~

### *Legal Reference:*

#### EDUCATION CODE

1000 *Composition, and trustee area, county board of education*  
 1006 *Qualifications for holding office, county board of education*  
 5000-5033 *Elections*  
 5220-5231 *Elections*  
 5300-5304 *General provisions (conduct of elections)*  
 5320-5329 *Order and call of elections*  
 5340-5345 *Consolidation of elections*  
 5360-5363 *Election notice*  
 5380 *Compensation (of election officer)*  
 5390 *Qualifications of voters*  
 5420-5426 *Cost of elections*  
 5440-5442 *Miscellaneous provisions*  
 7054 *Use of district property*  
 35107 *Eligibility; school district employees*  
 35177 *Campaign expenditures or contributions*  
 35239 *Compensation of governing board member of districts with less than 70 ADA*

#### ELECTIONS CODE

20 *Public office eligibility*  
 1302 *Local elections, school district election*  
 2201 *Grounds for cancellation*  
 4000-4004 *Elections conducted wholly by mail*  
 10400-10418 *Consolidation of elections*  
 10509 *Notice of election by secretary*  
 10600-10604 *School district elections*  
 13307 *Candidate's statement*  
 13309 *Candidate's statement, indigence*  
 14025-14032 *California Voting Rights Act*  
 20440 *Code of Fair Campaign Practices*

*Legal Reference continued: (see next page)*

## GOVERNING BOARD ELECTIONS (continued)

### *Legal Reference: (continued)*

#### GOVERNMENT CODE

1021 *Conviction of crime*

1097 *Illegal participation in public contract*

12940 *Nondiscrimination, Fair Employment and Housing Act*

81000-91014 *Political Reform Act*

#### PENAL CODE

68 *Bribes*

74 *Acceptance of gratuity*

424 *Embezzlement and falsification of accounts by public officers*

661 *Removal for neglect or violation of official duty*

#### CALIFORNIA CONSTITUTION

Article 2, Section 2 *Voters, qualifications*

Article 7, Section 7 *Conflicting offices*

Article 7, Section 8 *Disqualification from office*

#### UNITED STATES CODE, TITLE 42

1973-1973aa-6 *Voting Rights Act*

#### COURT DECISIONS

*Rey v. Madera Unified School District*, (2012) 138 Cal. Rptr. 3d 192

*Randall v. Sorrell*, (2006) 126 S.Ct. 2479

*Sanchez v. City of Modesto*, (2006) 51 Cal.Rptr.3d 821

*Dusch v. Davis*, (1967) 387 U.S. 112

#### ATTORNEY GENERAL OPINIONS

85 *Ops.Cal.Atty.Gen.* 49 (2002)

83 *Ops.Cal.Atty.Gen.* 181 (2000)

81 *Ops.Cal.Atty.Gen.* 98 (1998)

69 *Ops.Cal.Atty.Gen.* 290 (1986)

### *Management Resources:*

#### WEB SITES

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

California Secretary of State's Office: <http://www.ss.ca.gov>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute for Local Self Government: <http://www.ca-ilg.org>

# **Center USD**

## **Board Bylaw**

### **Governing Board Elections**

**BB 9220**  
**Board Bylaws**

Any person is eligible to be a Governing Board member, without further qualifications, if he/she is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. (Education Code 35107)

A district employee elected to the Board shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 - Oath of Affirmation)  
(cf. 9270 - Conflict of Interest)

Whenever possible, the Board shall consolidate Board elections with the local municipal or statewide primary or general election. Board election procedures shall be conducted in accordance with state and federal law.

(cf. 9110 - Terms of Office)

#### **Campaign Conduct**

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 9005 - Governance Standards)

#### **Statement of Qualifications**

The district shall assume no part of the cost of printing, handling, translating, or mailing of candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)



1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 - Filling Vacancies)

Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

#### **Tie Votes in Board Member Elections**

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where lots shall be cast to determine the winner. (Education Code 5016)

#### **Legal Reference:**

##### **EDUCATION CODE**

1006 Qualifications for holding office, county board of education

5000-5033 Elections

5220-5231 Elections

5300-5304 General provisions (conduct of elections)

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5380 Compensation (of election officer)

5390 Qualifications of voters

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions

7054 Use of district property

35107 Eligibility; school district employees

35177 Campaign expenditures or contributions

35239 Compensation of governing board member of districts with less than 70 ADA

##### **ELECTIONS CODE**

1302 Local elections, school district election

2201 Grounds for cancellation

4000-4004 Elections conducted wholly by mail

10400-10418 Consolidation of elections

10509 Notice of election by secretary

10600-10604 School district elections

13307 Candidate's statement

13309 Candidate's statement, indigency

**20440 Code of Fair Campaign Practices**

**GOVERNMENT CODE**

**1021 Conviction of crime**

**1097 Illegal participation in public contract**

**12940 Nondiscrimination, Fair Employment and Housing Act**

**81000-91014 Political Reform Act**

**PENAL CODE**

**68 Bribes**

**74 Acceptance of gratuity**

**424 Embezzlement and falsification of accounts by public officers**

**661 Removal for neglect or violation of official duty**

**CALIFORNIA CONSTITUTION**

**Article 2, Section 2 Voters, qualifications**

**Article 7, Section 7 Conflicting offices**

**Article 7, Section 8 Disqualification from office**

**COURT DECISIONS**

**Randall v. Sorrell, (2006) 126 S.Ct. 2479**

**ATTORNEY GENERAL OPINIONS**

**85 Ops.Cal.Atty.Gen. 49 (2002)**

**83 Ops.Cal.Atty.Gen. 181 (2000)**

**81 Ops.Cal.Atty.Gen. 98 (1998)**

**69 Ops.Cal.Atty.Gen. 290 (1986)**

**Management Resources:**

**WEB SITES**

**California Secretary of State's Office: <http://www.ss.ca.gov>**

**Fair Political Practices Commission: <http://www.fppc.ca.gov>**

**Institute for Local Self Government: <http://www.ca-ilg.org/>**

**Bylaw CENTER UNIFIED SCHOOL DISTRICT**

**adopted: May 2, 2007                      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: November 20, 2013

# Attached Pages           

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:           

## SUBJECT: Second Reading: Board Policies/Regulations/Exhibits (8/13)

Revise BP/AR	0420	School Plans/Site Councils
Revise BP	1431	Waivers
Revise BP/AR	3311	Bids
Revise AR	3514	Environmental Safety
Revise AR 3	542	School Bus Drivers
Revise BP	4112.42/4212.42/4312.42	Drug and Alcohol Testing of Bus Drivers
Add AR	4112.42/4212.42/4312.42	Drug and Alcohol Testing of Bus Drivers
Revise AR	4161.11/4261.11/4361.11	Industrial Accident/Illness Leave
Revise AR	4161.8/4261.8/4361.8	Family Care and Medical Leave
Revise AR	5111.2	Nonresident Foreign Students
Revise BP/AR	5141.27	Food Allergies/Special Dietary Needs
Revise BP	6117	Year-Round Schedules
Delete AR	6117	Year-Round Schedules
Revise BP/AR	6162.6	Use of Copyrighted Materials
Revise BB	9010	Public Statements
Revise BB	9250	Remuneration, Reimbursement and Other Benefits
Add E	9250	Remuneration, Reimbursement and Other Benefits

**RECOMMENDATION: CJUSD Board of Trustees approve the second reading of presented policies/regulations/exhibits.**

**SCHOOL PLANS/SITE COUNCILS**

**Note:** The following **optional** policy may be revised to reflect district practice.

The Governing Board believes that comprehensive planning at each district school is necessary in order to focus school improvement efforts on student academic achievement and facilitate the effective use of district resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

*(cf. 0000 - Vision)*

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

*(cf. 0400 - Comprehensive Plans)*

**Note:** School site councils or other schoolwide advisory committees are required to develop a single plan for student achievement (SPSA) to consolidate the school plans required for the state and federal categorical programs included in the state's consolidated application (Education Code 64000-64001) and the Quality Education Investment Act (Education Code 52055.700-52055.770). School plans formerly required for the Pupil Retention Block Grant (Education Code 41505-41508) and School and Library Improvement Block Grant (Education Code 41571-41573) may no longer be applicable since the funding for those programs is now included in the Local Control Funding Formula pursuant to AB 97 (Ch. 47, Statutes of 2013). For additional information regarding the development and content of the SPSA, see the accompanying administrative regulation and the California Department of Education's (CDE) publication [A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council](#), available on its web site.

For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 52055.755, 64001)

*(cf. 0420.1 - School-Based Program Coordination)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.4 - Quality Education Investment Schools)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1431 - Waivers)*

*(cf. 3513.3 - Tobacco-Free Schools)*

*(cf. 4131 - Staff Development)*

*(cf. 5147 - Dropout Prevention)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6151 - Class Size)*

*(cf. 6164.2 - Counseling/Guidance Services)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6190 - Evaluation of the Instructional Program)*

## **SCHOOL PLANS/SITE COUNCILS (continued)**

As appropriate, a school may incorporate any other school plan into the SPSA. (Education Code 64001)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and students. He/she shall submit to the Board his/her recommendations for plan approval or revision.

The Board shall review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. Any such review and approval shall be at a regularly scheduled Board meeting. (Education Code 64001)

Note: The CDE's publication [A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council](#) indicates that, as with plans required for School-Based Program Coordination pursuant to Education Code 52855, the Board must communicate its reasons any time it does not approve the SPSA.

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval.

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the site council.

*Legal Reference: (see next page)*

## SCHOOL PLANS/SITE COUNCILS (continued)

### *Legal Reference:*

#### EDUCATION CODE

52-53 *Designation of schools*  
33133 *Information guide for school site councils*  
35147 *Open meeting laws exceptions*  
41500-41573 *Categorical education block grants*  
52055.700-52055.770 *Quality Education Investment Act*  
52176 *Advisory committees*  
52500-52617 *Adult education*  
52800-52887 *School-Based Program Coordination Act*  
52890 *Qualifications and duties of outreach consultants*  
54000-54028 *Educationally Disadvantaged Youth Programs*  
54100-54145 *Miller-Unruh Basic Reading Act*  
54425 *Advisory committees (compensatory education)*  
54650-54659 *Education Improvement Incentive Program*  
56000-56867 *Special education*  
64000 *Categorical programs included in consolidated application*  
64001 *Single school plan for student achievement, consolidated application programs*

#### HEALTH AND SAFETY CODE

104420 *Tobacco use prevention*

#### CODE OF REGULATIONS, TITLE 5

3930-3937 *Compliance plans*

#### UNITED STATES CODE, TITLE 20

6311 *Accountability, adequate yearly progress*  
6312-6319 *Title I programs; plans*  
6421-6472 *Programs for neglected, delinquent, and at-risk children and youth*  
6601-6651 *Teacher and Principal Training and Recruitment program*  
6801-7014 *Limited English proficient and immigrant students*  
7101-7165 *Safe and Drug-Free Schools and Communities*  
7341-7355c *Rural Education Initiative*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2013*

#### WEST ED PUBLICATIONS

*California Healthy Kids Survey*  
*California School Climate Survey*

#### WEB SITES

*California Department of Education, Single Plan for Student Achievement:*  
*<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>*  
*U.S. Department of Education: <http://www.ed.gov>*  
*WestEd: <http://www.wested.org>*

# **Center USD**

## **Board Policy**

### **School Plans/Site Councils**

**BP 0420**

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants district flexibility in "Tier 3" categorical programs. The Center Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-2009 through 2012-2013 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

When required by law or determined to be a useful tool to accomplish district and school goals, school site councils or other school advisory groups shall develop comprehensive school plans designed to enhance student achievement at individual school sites.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 0400 - Comprehensive Plans)
- (cf. 0420.5 - School-Based Decision Making)
- (cf. 1220 - Citizen Advisory Committees)
- (cf. 1431 - Waivers)
- (cf. 6020 - Parent Involvement)

#### **Single Plan for Student Achievement**

The Superintendent or designee shall ensure that a single plan for student achievement is prepared by the school site council as required by law for each school participating in specified state and/or federal categorical programs. (Education Code 41507, 41572, 52055.755, 64001)

- (cf. 0420.1 - School-Based Program Coordination)
- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 0520 - Intervention for Underperforming Schools)
- (cf. 0520.1 - High Priority Schools Grant Program)
- (cf. 0520.2 - Title I Program Improvement Schools)
- (cf. 0520.4 - Quality Education Investment Schools)
- (cf. 3513.3 - Tobacco-Free Schools)
- (cf. 4131 - Staff Development)

(cf. 4139 - Peer Assistance and Review)  
(cf. 5147 - Dropout Prevention)  
(cf. 5148.1 - Child Care Services for Parenting Students)  
(cf. 6142.91 - Reading/Language Arts Instruction)  
(cf. 6163.1 - Library Media Centers)  
(cf. 6164.2 - Counseling/Guidance Services)  
(cf. 6171 - Title I Programs)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6190 - Evaluation of the Instructional Program)

Whenever feasible, any other school plan may be incorporated into the single plan for student achievement.

The Superintendent or designee shall review each school's single plan and ensure that it has been developed and approved by a properly constituted school site council, meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and students. He/she shall submit to the Governing Board his/her recommendations for plan approval or recommendations regarding any subsequent material revisions of the plan.

The Board shall review and approve each school's single plan for student achievement at a regularly scheduled meeting. The Board also shall review and approve any subsequent revisions that include material changes affecting the academic programs for students participating in these categorical programs. The Board shall certify that, to the extent allowable under federal law, the plan is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)

The Superintendent or designee shall ensure that principals and members of each site council receive training on the roles and responsibilities of the site council. To the extent necessary, he/she shall ensure that site councils receive the resources necessary in order to perform their role effectively.

#### **School Site Block Grants**

Upon receipt of state funding for school site block grants, the Board shall allocate the funds to district schools on an equal per-pupil basis. (AB 1802, Sec. 43, Statutes of 2006)

The school's use of the funds allocated through this block grant shall be proposed by the school site council or, if the school does not have a school site council, by a schoolwide advisory group or school support group. (AB 1802, Sec. 43, Statutes of 2006)

The Board encourages school site councils to fund the highest priority needs identified in school improvement plans. The school site council shall provide the Superintendent or designee and the Board with a written proposal that includes a statement of the identified



need(s) and how the funds will be used to enhance the educational program.

Before the funds are encumbered or expended, the Board shall approve the site council's proposed use of the funds. If the Board does not approve the proposed use, the Board shall inform the school site council of the reasons for disapproval and request that the council review and revise its proposal. (AB 1802, Sec. 43, Statutes of 2006)

**Legal Reference:**

**EDUCATION CODE**

52-53 Designation of schools  
8240-8244 General child care and development programs  
8750-8754 Conservation education  
18100-18203 School libraries  
32228-32228.5 School safety and violence prevention  
33133 Information guide for school site councils  
35147 Open meeting laws exceptions  
41500-41573 Categorical education block grants  
44500-44508 Peer Assistance and Review Program  
44520-44534 New Careers Program  
48400-48403 Compulsory continuation education  
48430-48438 Continuation education  
48660-48667 Community day schools  
51745-51749.3 Independent study  
51760-51769.5 Work experience education  
51870-51874 Educational technology  
52053-52055.55 Immediate Intervention/Underperforming Schools Program  
52055.700-52055.770 Quality Education Investment Act  
52176 Advisory committees  
52200-52212 Gifted and Talented Education Program  
52300-52346 Regional occupational centers  
52500-52617 Adult education, including:  
52610-52616.24 Adult education finances  
52800-52887 School-Based Program Coordination Act  
52890 Qualifications and duties of outreach consultants  
54000-54028 Educationally Disadvantaged Youth Programs  
54100-54145 Miller-Unruh Basic Reading Act  
54425 Advisory committees (compensatory education)  
54650-54659 Education Improvement Incentive Program  
54740-54749.5 California School Age Families Education Program  
56000-56867 Special education  
64000 Categorical programs included in consolidated application  
64001 Single school plan for student achievement, consolidated application programs  
**REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS**  
52012 Establishment of school site council

52014-52015 School plans  
HEALTH AND SAFETY CODE  
104420 Tobacco use prevention  
MILITARY AND VETERANS CODE  
500-520.1 California Cadet Corps  
AB 1802 UNCODIFIED 2006 STATUTE  
43 School site block grants  
CODE OF REGULATIONS, TITLE 5  
3930-3937 Compliance plans  
UNITED STATES CODE, TITLE 206312-6319 Title I programs; plans  
6421-6472 Programs for neglected, delinquent, and at-risk children and youth  
6601-6651 Teacher and Principal Training and Recruitment program  
6801-7014 Limited English proficient and immigrant students  
7101-7165 Safe and Drug-Free Schools and Communities  
7341-7355c Rural Education Initiative

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**  
**A Guide and Template for the Single Plan for Student Achievement: A Handbook for**  
**School Site Councils, April 2006**

**WEB SITES**

California Department of Education, Single Plan for Student Achievement:

<http://www.cde.ca.gov/nclb/sr/lc/singleplan.asp>

Center for Comprehensive School Reform and Improvement:

<http://www.centerforcsri.org>

U.S. Department of Education: <http://www.ed.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: May 2, 2007            Antelope, California**

**SCHOOL PLANS/SITE COUNCILS**

**School Site Councils**

Note: Education Code 52852 requires the establishment of a school site council at each school that participates in School-Based Program Coordination. In addition, Education Code 64001 requires that each school have a school site council, or other advisory committee that meets the requirements of Education Code 52852, to develop and review the school's single plan for student achievement (SPSA) for any categorical programs included in the state's consolidated application; see section "Single Plan for Student Achievement" below.

For information about the organization of the school site council, including sample school site council bylaws that address duties, membership, officers, subcommittees, and meetings, see the California Department of Education's (CDE) publication [A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council](#), available on the CDE's web site.

School site councils shall be established when required for participation in a categorical program. (Education Code 52852, 64001)

*(cf. 0420.1 - School-Based Program Coordination)*

The school site council shall be composed of the following: (Education Code 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel selected by the school's other personnel
4. Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school

Note: Education Code 52852 requires that secondary schools include students on their school site council. Pursuant to Education Code 52 and 53, secondary schools include high schools and junior high schools. The CDE's publication [A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council](#) advises that middle schools may include student representation on the school site council at the district's discretion. If the district does determine that middle schools should include students on their school site council, then such councils must meet the composition required of secondary schools as noted in the paragraph below item #5.

5. In secondary schools, students attending the school selected by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For elementary school site councils, the remaining half shall be parent/guardian representatives. For secondary school site councils, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852)

## **SCHOOL PLANS/SITE COUNCILS (continued)**

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

Note: The method of selecting members of school site councils is not specified in law, except that members must be chosen by peers as noted above. No additional membership qualifications may be required. The CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council suggests that the selection process may be addressed in Board policy or in bylaws of the school site council. The following optional paragraph may be revised to reflect district practice.

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination.

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 52870, 54425; 5 CCR 3932)

Note: Pursuant to Education Code 35147, school site councils and some advisory committees are exempt from open meeting law requirements (the Brown Act), but must comply with other, less complex procedural requirements as specified; see AR 1220 - Citizen Advisory Committees.

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

*(cf. 1220 - Citizen Advisory Committees)*

### **Single Plan for Student Achievement**

Note: The following section reflects requirements pertaining to the development of the SPSA required for the state and federal categorical programs included in the consolidated application (Education Code 64000-64001) and the Quality Education Investment Act (Education Code 52055.700-52055.770). The CDE has developed a template for the SPSA, available on its web site, to help schools meet plan requirements.

In order for a school to participate in any state or federal categorical program specified in Education Code 52055.700 or 64000 on an ongoing basis, the school site council shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 52055.755, 64001)

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0520.4 - Quality Education Investment Schools)*

*(cf. 1431 - Waivers)*

**SCHOOL PLANS/SITE COUNCILS (continued)**

*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 4131 - Staff Development)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6020 - Parent Involvement)*  
*(cf. 6142.91 - Reading/Language Arts Instruction)*  
*(cf. 6151 - Class Size)*  
*(cf. 6164.2 - Counseling/Guidance Services)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6174 - Education for English Language Learners)*  
*(cf. 6184 - Continuation Education)*

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

Note: The following optional paragraph may be revised to reflect district practice.

Such groups may include, but are not limited to, advisory committees established for categorical programs such as English learner, special education, gifted and talented education, and Economic Impact Aid programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6190 - Evaluation of the Instructional Program)*

Note: Pursuant to Education Code 64001, the SPSA must be based upon an analysis of verifiable state data, including the Academic Performance Index and the California English Language Development Test, and may include other district data on student achievement. The CDE's publication [A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council](#) recommends that such data could include results of other state assessments, "adequate yearly progress" as measured pursuant to 20 USC 6311, and local benchmark and curriculum-embedded assessments. The following paragraph may be revised to include any additional measures required by the district.

The SPSA shall be aligned with school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data, including the Academic Performance Index (API) and the California English Language Development Test, and may consider any other data developed by the district to measure student achievement. (Education Code 64001)

*(cf. 0500 - Accountability)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program)*  
*(cf. 6162.52 - High School Exit Examination)*

## **SCHOOL PLANS/SITE COUNCILS (continued)**

The SPSA shall, at a minimum: (Education Code 64001)

1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API
2. Identify the means of evaluating the school's progress toward accomplishing those goals
3. Identify how state and federal law governing the categorical programs will be implemented

Note: The CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council clarifies that the SPSA must address all plan components required for individual categorical programs covered by the SPSA. For example, the SPSA for a school that participates in School-Based Program Coordination must include the plan requirements for that program as specified in AR 0420.1 - School-Based Program Coordination.

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.

Note: The remainder of this section reflects steps recommended in the CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council and may be revised to reflect district practice.

In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:

1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.

*(cf. 6011 - Academic Standards)*

Note: To measure the effectiveness of the school's current instructional program, as provided in item #2 below, the CDE's publication A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council recommends a number of state tools available on the CDE web site, including, but not limited to, the Academic Program Survey, District Assistance Survey, Inventory for School Services, and English Learner Subgroup Self-Assessment. In addition, the California School Climate Survey and California Healthy Kids Survey, available on WestEd's web site, are recommended to help assess the need for support services.

**SCHOOL PLANS/SITE COUNCILS (continued)**

2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.
3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.

Note: The CDE has developed a budget planning tool to assist schools with projecting the estimated expenditures of their SPSA goals against the school's allocations from the consolidated application. The budget planning tool is available on the CDE's web site and is included in the publication [A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council](#).

4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.

The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)

Note: The CDE's publication [A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council](#) states that it is the responsibility of the school site council to monitor the effectiveness of the SPSA and modify activities when needed. The guide contains an annual evaluation tool to assist school site councils in assessing the effectiveness of the plan.

The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the school shall evaluate results of improvement efforts and report to the Board, advisory committees, and other interested parties regarding progress toward school goals.

The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.

# **Center USD**

## **Administrative Regulation**

### **School Plans/Site Councils**

AR 0420

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009) and ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), Education Code 42605 grants district flexibility in "Tier 3" categorical programs. The Center Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-2009 through 2012-2013 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

#### **School Site Councils**

When required for participation in any categorical program, each district school shall establish a school site council or advisory committee. (Education Code 41507, 41572, 52852, 64001)

The school site council shall be composed of the following: (Education Code 41507, 41572, 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel chosen by the school's other personnel
4. Parents/guardians of students attending the school chosen by other such parents/guardians, or community members chosen by the parents/guardians as representatives
5. In secondary schools, students attending the school chosen by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For elementary school site councils, the remaining half shall be parents/guardians or parent/guardian representatives. For secondary school site councils, the remaining half shall be equal numbers of parents/guardians (or parent/guardian representatives) and students. (Education Code 41507, 41572, 52852)



A district employee may serve as a parent/guardian representative on the site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 52870, 54425; 5 CCR 3932)

(cf. 0520.1 - High Priority Schools Grant Program)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

(cf. 1220 - Citizen Advisory Committees)

#### **Single Plan for Student Achievement**

In order for a school to participate in any state or federal categorical program specified in Education Code 41506, 41571, 52055.700, or 64000, the school site council shall approve, annually review, and update a single plan for student achievement. If the school does not have a school site council, a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed above shall fulfill these responsibilities. (Education Code 41507, 41572, 52055.755, 64001)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0520 - Intervention for Underperforming Schools)

(cf. 0520.1 - High Priority Schools Grant Program)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.4 - Quality Education Investment Schools)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 4131 - Staff Development)

(cf. 4139 - Peer Assistance and Review)

(cf. 5147 - Dropout Prevention)

(cf. 5148.1 - Child Care Services for Parenting Students)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6163.1 - Library Media Centers)

(cf. 6164.2 - Counseling/Guidance Services)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

The single plan for student achievement shall be aligned with school goals for improving student achievement and shall be based on an analysis of verifiable state data, including the Academic Performance Index (API) and the California English Language Development Test (CELDT), and any other data voluntarily developed by the district to measure student achievement. (Education Code 64001)

**The plan shall, at a minimum: (Education Code 64001)**

- 1. Address how funds provided to the school through categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API**
- 2. Identify the school's means of evaluating progress toward accomplishing those goals**
- 3. Identify how state and federal law governing these programs will be implemented**

**In addition to meeting the requirements common to all applicable school plans, the single plan shall address the content required by law for each individual categorical program in which the school participates.**

**Plans developed for the state's Immediate Intervention/Underperforming Schools Program pursuant to Education Code 52054 or the federal Title I schoolwide programs pursuant to 20 USC 6314 shall satisfy the requirement for the single plan. (Education Code 64001)**

**(cf. 0520 - Intervention for Underperforming Schools)  
(cf. 6171 - Title I Programs)**

**In developing or revising the single plan, the school site council shall:**

- 1. Measure the effectiveness of current improvement strategies at the school**

**The school site council shall analyze student performance based on state and local data, identify significant low performance among all student groups, and analyze instructional programs to determine program areas that need to be addressed in order to raise performance of student groups not meeting academic standards.**

**(cf. 6011 - Academic Standards)**

- 2. Seek input from other school advisory committees as appropriate**
- 3. Reaffirm or revise school goals to serve as a basis for school improvement activities and expenditures**
- 4. Revise improvement strategies and expenditures**

**The school site council shall specify actions to be taken, dates by which actions are to be started and completed, expenditures needed to implement the action, the funding source, anticipated annual performance growth for each student group, and the means that will be used to evaluate progress toward each goal.**

## **5. Approve and recommend the plan to the Governing Board**

**The Superintendent or designee and the principal shall implement the strategies in the single plan and report to the school site council and the Board regarding progress toward school goals. The school site council shall monitor the implementation and effectiveness of the single plan and modify any activities that prove ineffective.**

### **School Plans for Categorical Block Grants**

**Whenever a school participates in the state's categorical block grant programs for student retention and/or school and library improvement, the school site council shall develop a plan which shall include, but need not be limited to: (Education Code 41507, 41572)**

**1. Curricula, instructional strategies, and materials responsive to the individual educational needs and learning styles of each student that enables all students to do all of the following:**

- a. Make continuous progress and learn at a rate appropriate to their abilities**
- b. Master basic skills in language development and reading, writing, and mathematics**
- c. Develop knowledge and skills in other aspects of the curricula, such as arts and humanities; physical, natural, and social sciences; multicultural education; physical, emotional, and mental health; consumer economics; and career education**
- d. Pursue educational interests and develop esteem for self and others; personal and social responsibility, critical thinking, and independent judgment**

**(cf. 5148 - Child Care and Development)**

**(cf. 6158 - Independent Study)**

**(cf. 6184 - Continuation Education)**

**(cf. 6185 - Community Day School)**

**2. Consideration of the use of community resources to achieve instructional improvement objectives**

**3. Consideration of the use of education technology**

**(cf. 0440 - District Technology Plan)**

**4. A staff development program for teachers, other school personnel, paraprofessionals, and volunteers**

**(cf. 1240 - Volunteer Assistance)**

**(cf. 4131.1 - Beginning Teacher Support/Induction)**

(cf. 4138 - Mentor Teachers)  
(cf. 4222 - Teacher Aides/Paraprofessionals)  
(cf. 4231 - Staff Development)

5. Provisions for utilization of the student success team process to identify and assess the needs of students who are dropouts or potential dropouts, and to develop programs to meet those needs

(cf. 5147 - Dropout Prevention)  
(cf. 5149 - At-Risk Students)  
(cf. 6164.5 - Student Success Teams)

6. Procedures for coordinating services from funding sources at the school level to help students participate successfully in the core academic curricula and specialized curricula related to jobs and career opportunities

(cf. 6030 - Integrated Academic and Vocational Instruction)  
(cf. 6178 - Vocational Education)  
(cf. 6178.1 - Work Experience Education)

7. Instructional and auxiliary services to meet the special needs of students who are limited-English-speaking, including instruction in a language they understand; educationally disadvantaged students; gifted and talented students; and students with disabilities

(cf. 6172 - Gifted and Talented Student Program)

8. Improvement of the classroom and school environments, including improvement of relationships between and among students, school personnel, parents/guardians, and the community, and reduction of the incidence of violence and vandalism among students

(cf. 5137 - Positive School Environment)  
(cf. 5138 - Conflict Resolution/Peer Mediation)

9. Improvement of student attendance, including parent/guardian awareness of the importance of regular school attendance

(cf. 5113 - Absence and Excuses)  
(cf. 5113.1 - Truancy)

10. The proposed expenditure of block grant funds and the degree to which expenditures meet the plan's criteria

11. Other activities and objectives established by the school site council

12. A process for ongoing evaluation and modification of the plan

The evaluation shall be based on the degree to which the school is meeting the plan's objectives, student achievement, and improved school environment. An improved school environment shall be measured by indicators such as the incidence of absenteeism, suspension and expulsion, dropouts, school violence, vandalism and theft; student attitudes towards the school, self, and others; absenteeism among staff, staff resignations, and requests for transfers; and satisfaction of students, parents/guardians, teachers, administrators, and staff.

In addition, any school receiving state funding for school and library improvement shall incorporate plans pertaining to school libraries. (Education Code 41572)

The student retention and/or school and library improvement plans shall be incorporated into the school's single plan for student achievement as described in the above section. (Education Code 41507, 41572)

#### **School Site Block Grants**

The school site council may propose any one-time educational purpose for the use of funds allocated to school sites under school site block grants, including, but not limited to, the following purposes: (AB 1802, Sec. 43, Statutes of 2006)

1. Instructional materials
2. Classroom and laboratory supplies and materials
3. School and classroom library materials
4. Educational technology
5. Deferred maintenance
6. Expenditures designed to close the achievement gap
7. Professional development

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: May 2, 2007      Antelope, California

**WAIVERS**

Note: The following optional policy covers waiver requests which the State Board of Education (SBE) generally has legal authority to grant (general waivers). In order to provide districts with flexibility without undermining the basic intent of the law, Education Code 33050-33053 permit districts to request that the SBE waive sections of the Education Code, Title 5 of the California Code of Regulations, or any applicable federal law, including portions of the No Child Left Behind Act. Education Code 33050 exempts certain sections of the Education Code from the authority of the SBE to grant waivers.

However, this policy does not address waivers expressly authorized by law for specific programs and situations (specific waivers) such as the waiver of Education Code 56101 for students with disabilities and waivers that may be granted by the Commission on Teacher Credentialing or the Superintendent of Public Instruction, such as waivers for alternative schools. See BP 6181 - Alternative Schools/Programs of Choice. For any such waiver, the process for obtaining the waiver would be as specified in the provision of law governing the program. In addition, this policy does not cover waiver requests that a district's governing board is authorized to grant, such as (1) parent/guardian requests for waivers regarding the sheltered English language immersion program for English learners offered pursuant to Education Code 305, or (2) the requirement for a student with disabilities to successfully pass the high school exit examination. See BP/AR 6174 - Education for English Language Learners and AR 6162.52 - High School Exit Examination for the procedures for these waiver requests.

The Governing Board recognizes that strict compliance with the law may sometimes hinder the district's ability to provide its students with an effective, well-rounded educational program. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state or federal law or regulation which it has authority to waive pursuant to Education Code 33050.

Note: The California Department of Education (CDE) has instituted an online waiver request system which it encourages districts to use. In addition, CDE has updated guidance and Frequently Asked Questions on its web site to help expedite the waiver submission process. Prior to submitting a waiver request, the district should confirm that it has gathered all the data required and complied with all the legal requirements for the request. The district should also review Education Code 33051 which specifies the reasons for which the SBE may deny the request. For example, a request to waive a provision of law regarding a program that requires the existence of a site council must be approved by that site council; otherwise the request will be denied by the SBE.

Any waiver request to be submitted to the SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

Prior to presenting the proposed request for Board approval, the Superintendent or designee shall consult with and obtain the approval of any advisory committee or site council when required by law.

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0420.1 - School-Based Program Coordination)*

*(cf. 1220 - Citizen Advisory Committees)*

## **WAIVERS (continued)**

Note: The following **optional** paragraph is for districts with an employee organization certified to represent the district's employees in negotiations with the district.

In addition, the Superintendent or designee shall involve the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050)

*(cf. 4140/4240/4340 - Bargaining Units)*

To receive public testimony on each waiver request proposal, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

Note: Education Code 33050 does not specify the length of the advanced notice required for the public hearing described above. However, CSBA believes that the notice must allow sufficient time to enable members of the public adequate opportunity to participate in the waiver request process. The following **optional** paragraph may be revised to specify the length of the notice, in accordance with district practice.

The notice, which shall state the time, date, location, and subject of the public hearing, may be printed in a newspaper of general circulation or posted at each school and three public places in the district.

*(cf. 9320 - Meetings and Notices)*

Note: The following **optional** paragraph addresses renewal of general waivers which have been granted by the SBE. According to CDE's State Board of Education - CalEd Facts issued in January 2013, pursuant to Education Code 33051, any general waiver which has been granted for two consecutive years, or which is initially granted for two years, may be regarded as "permanent" for as long as the information on the waiver request remains current. However, the SBE may require updated information for a general waiver whenever it determines that information to be necessary. The SBE may also rescind a waiver if additional information supporting a recession is made available to the SBE. Additionally, a district is required to apply annually for the renewal of any waiver regarding teacher credentialing.

When the district has requested and received the same general waiver from the SBE for two consecutive years, the Board is not required to reapply annually if the information contained on the request remains current. However, the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

*Legal Reference: (see next page)*

## WAIVERS (continued)

### *Legal Reference:*

#### EDUCATION CODE

305-311 Structured English immersion program; parental exception waivers  
 5000-5033 Governing board elections  
 8750-8754 Grants for conservation education  
 10400-10407 Cooperative improvement programs  
 17047.5 Facilities used by special education students  
 17291 Portable school buildings  
 33050-33053 General waiver authority  
 37202 Equity length of time  
 41000-41360 School finance  
 41381 Minimum school day  
 41600-41854 Computation of allowances  
 41920-42842 Budget requirements; local taxation by school districts  
 44520-44534 New Careers Program  
 44666-44669 School-Based Management and Advanced Career Opportunities  
 44681-44689 Administrator Training and Evaluation  
 45108.7 Maximum number of senior management positions  
 48660-48666 Community day schools  
 48800 Attendance at community college  
 49550-49560 Meals for needy students  
 51224.5 Algebra instruction  
 51745.6 Charter school independent study ratio  
 51870-51874 Educational technology  
 52080-52090 Class size reduction grade 9  
 52122.6-52122.8 Class size reduction, impacted school sites  
 52160-52178 Bilingual-Bicultural Education Act of 1976  
 52180-52186 Bilingual teacher waiver  
 52200-52212 Gifted and Talented Pupils Program  
 52340-52346 Career Guidance Centers  
 52522 Plans for adult education  
 52850-52863 School-Based Program Coordination  
 54000-54028 Disadvantaged Youth Program  
 54100-54145 Miller-Unruh Basic Reading Program  
 54407 Waiver for compensatory education programs  
 56000-56867 Special education programs  
 58407 Waiver related to individualized instruction program  
 58900-58928 Restructuring demonstration programs  
 60119 Public hearing on sufficiency of instructional materials  
 60851 High school exit examination, waiver for student with disabilities

#### CODE OF REGULATIONS, TITLE 5

1032 Academic Performance Index  
 3100 Resource specialist caseload waivers  
 3945 Cooperative programs  
 9531 Instructional materials funding  
 11960 Charter school attendance  
 11963.4 Charter school percentage funding  
 13017 Waivers, compensatory education New Careers in Education Program  
 13044 Waivers, compensatory education Professional Development and Program Improvement Programs

*Legal Reference continued: (see next page)*



## **WAIVERS (continued)**

### *Legal Reference: (continued)*

**UNITED STATES CODE, TITLE 20**

***1400-1482 Individuals with Disabilities Education Act***

***7115 Safe and Drug Free Schools, authorized activities***

### *Management Resources:*

#### **WEB SITES**

***California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/lr/wr>***

***Commission on Teacher Credentialing: <http://www.ctc.ca.gov>***

# **Center USD**

## **Board Policy**

### **Waivers**

**BP 1431**

### **Community Relations**

The Governing Board may request that the State Board of Education waive certain provisions of the Education Code, Title 5 regulations, or the federal law when such provisions prevent the district from offering its students the best possible educational program. The Superintendent or designee, advisory committees, or site councils shall identify the need for the Board to submit waiver requests and shall provide the Board with the necessary information to analyze the need for the waiver.

The Board shall hold a properly noticed public hearing on all waiver requests.  
(Education Code 33050)

(cf. 9320 - Meetings and Notices)

The Board shall include the exclusive employee representative in the development of the waiver.

(cf. 4140/4240 - Bargaining Units)

If the waiver affects a program that requires the existence of a school site council, the school site council shall first approve the request.

(cf. 0420 - School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 1220 - Citizen Advisory Committees)

For general waivers, the request to the State Board of Education shall include a statement as to whether the exclusive employee representative participated in the development of the waiver and the exclusive employee representative's position on the waiver. General waiver requests shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33050)

#### **Legal Reference:**

#### **EDUCATION CODE**

5000-5033 Governing board elections

8750-8754 Grants for conservation education

10400-10407 Cooperative improvement programs

17047.5 Facilities used by special education students

17291 Portable school buildings  
33050-33053 General waiver authority  
37202 Equity length of time  
41000-41360 School finance  
41381 Minimum school day  
41600-41854 Computation of allowances  
41920-42842 Budget requirements; local taxation by school districts  
44520-44534 New program for careers  
44666-44669 School-Based Management and Advanced Career Opportunities  
44681-44689 Administrator Training and Evaluation  
45108.7 Maximum number of senior management positions  
48660-48666 Community day schools  
48800 Attendance at Community College  
49550-49560 Meals for needy students  
51224.5 Algebra instruction  
51745.6 Charter school independent study ratio  
51870-51874 Educational technology  
52053-52055.55 Immediate Intervention for Underperforming Schools Program  
52055.600-52055.662 High Priority Schools Grant Program  
52080-52090 Class size reduction grade 9  
52122.6-52122.8 Class size reduction - impacted school sites  
52160-52178 Bilingual-Bicultural Education Act of 1976  
52180-52186 Bilingual teacher waiver  
52200-52212 Gifted and Talented Pupils Program  
52340-52346 Career Guidance Centers  
52522 Plans for adult education  
52850-52863 School-Based Coordinated Program  
54000-54028 Disadvantaged Youth Program  
54100-54145 Miller-Unruh Basic Reading Program  
54407 Waiver for compensatory education programs  
56000-56867 Special education programs  
58407 Waiver related to individualized instruction program  
58900-58928 Restructuring demonstration programs  
60119 Public hearing on sufficiency of instructional materials  
60422 Instructional materials funding realignment program  
CODE OF REGULATIONS, TITLE 5  
1032 Academic Performance Index  
3100 Resource specialist caseload waivers  
3945 Cooperative programs  
9531 Instructional materials funding  
11960 Charter school attendance  
11963.4 Charter school percentage funding  
13017 Waivers  
13044 Waivers  
UNITED STATES CODE, TITLE 20  
1400-1482 Individuals with Disabilities in Education Act

**7115 Safe and Drug Free Schools, authorized activities**

**Management Resources:**

**WEB SITES**

California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/lr/wr>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: September 21, 2005 Antelope, California**

**BIDS**

Note: The following optional policy and accompanying mandated administrative regulation are for districts that have not adopted the Uniform Public Construction Cost Accounting Act (Public Contract Code 22030-22045). California law requires competitive bidding for most public contracts. Pursuant to Public Contract Code 20111 and 22002, public contracts for the lease or purchase of equipment, materials, supplies, or services or for "public projects," as defined, are required to be competitively bid when they involve expenditure of specified amounts.

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. In leasing or purchasing equipment, materials, supplies, or services for the district and when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such leases and purchases shall be made using competitive bidding.

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

*(cf. 3000 - Concepts and Roles)*

*(cf. 3300 - Expenditures and Purchases)*

Note: Requirements for competitive bidding, including notice and advertising, are specified in Public Contract Code 20111-20118.4. See the accompanying administrative regulation.

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4. (Public Contract Code 20116)

Note: Districts should be careful in crafting bid specifications as a misleading specification that results in a lower bid than might have been made may make the district liable for the extra work done or expenses incurred by the contractor. In Los Angeles Unified School District v. Great American Insurance Co., the California Supreme Court held in favor of a contractor who was misled by the district's nondisclosure of material information that would have affected the contractor's bid.

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Note: Pursuant to Public Contract Code 20111.5, the district is permitted, but not required, to establish prequalification procedures for any contract for which bids are legally required; see the accompanying administrative regulation. However, pursuant to Public Contract Code 20111.6, as added by AB 1565 (Ch. 808, Statutes of 2012), a district with average daily attendance of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for public projects of \$1 million or more awarded on or after January 1, 2014, if School Facilities Program funds (Education Code

**BIDS (continued)**

17070.10-17079.30) or other future state school bonds are used. In addition, the Governing Board is required to adopt a uniform system of rating bidders based on completed questionnaires and financial statements which must address, at a minimum, the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations for such purpose.

The Superintendent or designee shall develop the procedures to be used for rating bidders for award of contracts which, by law or Board policy, require prequalification. The procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

*(cf. 9270 - Conflict of Interest)*

Note: Pursuant to Public Contract Code 20111, a contract required to be put out to bid must be awarded to the lowest responsible bidder. A "responsible bidder" is one who possesses the quality, fitness, and capacity to satisfactorily perform the proposed work. (City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court)

However, a bid may be awarded to other than the "lowest responsible bidder" when conditions specified in law exist. For example, a district is permitted to give preference to minorities, women, veterans, and small businesses in accordance with Public Contract Code 2000-2002. Also see "Award of Contract" section in the accompanying administrative regulation.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

Note: Pursuant to Public Contract Code 20118, districts may be exempt from the bidding requirements and may "piggyback" onto the bid of any public corporation or agency for specific items when the Board determines it is in the best interest of the district. See the accompanying administrative regulation for a list of those items that may be leased or purchased using this procedure.

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

*Legal Reference: (see next page)*

**BIDS (continued)**

*Legal Reference:*

**EDUCATION CODE**

17070.10-17079.30 *Leroy F. Greene School Facilities Act*  
17406 *Lease-leaseback contract*  
17595 *Purchase of supplies through Department of General Services*  
17602 *Purchase of surplus property from federal agencies*  
38083 *Purchase of perishable foodstuffs and seasonable commodities*  
38110-38120 *Apparatus and supplies*  
39802 *Transportation services*

**GOVERNMENT CODE**

4217.10-4217.18 *Energy conservation contracts*  
4330-4334 *Preference for California-made materials*  
6252 *Definition of public record*  
53060 *Special services and advice*  
54201-54205 *Purchase of supplies and equipment by local agencies*

**PUBLIC CONTRACT CODE**

1102 *Emergencies*  
2000-2002 *Responsive bidders*  
3000-3010 *Roofing projects*  
3400 *Bids, specifications by brand or trade name not permitted*  
3410 *United States produce and processed foods*  
6610 *Bid visits*  
12200 *Definitions, recycled goods, materials and supplies*  
20101-20103.7 *Public construction projects, requirements for bidding*  
20103.8 *Award of contracts*  
20107 *Bidder's security*  
20111-20118.4 *Contracting by school districts*  
20189 *Bidder's security, earthquake relief*  
22002 *Definition of public project*  
22030-22045 *Alternative procedures for public projects (UPCCAA)*  
22050 *Alternative emergency procedures*  
22152 *Recycled product procurement*

**COURT DECISIONS**

*Los Angeles Unified School District v. Great American Insurance Co.*, (2010) 49 Cal.4th 739  
*Great West Contractors Inc. v. Irvine Unified School District*, (2010) 187 Cal.App.4th 1425  
*Marshall v. Pasadena Unified School District*, (2004) 119 Cal.App.4th 1241  
*Konica Business Machines v. Regents of the University of California*, (1988) 206 Cal.App.3d 449  
*City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court*, (1972) 7 Cal.3d 861

**ATTORNEY GENERAL OPINIONS**

89 *Ops.Cal.Atty.Gen.* 1 (2006)

*Management Resources:*

**WEB SITES**

CSBA: <http://www.csba.org>  
California Association of School Business Officials: <http://www.casbo.org>

# **Center USD**

## **Board Policy**

### **Bids**

**BP 3311**

#### **Business and Noninstructional Operations**

In order to ensure transparency and the prudent expenditure of public funds, the Governing Board shall award contracts in an objective manner and in accordance with law. District equipment, supplies, and services shall be purchased using competitive bidding when required by law or if the Board determines that it is in the best interest of the district to do so.

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

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

Bid specifications shall be carefully designed and shall describe in detail the quality, delivery, and service required.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation.

(cf. 9270 - Conflict of Interest)

#### **Legal Reference:**

##### **EDUCATION CODE**

17595 Purchases through Department of General Services

38083 Purchase of perishable foodstuffs and seasonable commodities

38110-38120 Apparatus and supplies

39802 Transportation services

##### **GOVERNMENT CODE**

4330-4334 Preference for California-made materials

6252 Definition of public record

53060 Special services and advice

54201-54205 Purchase of supplies and equipment by local agencies



## **PUBLIC CONTRACT CODE**

1102 Emergencies  
2001-2001 Responsive bidders  
3002 Roofing projects  
3400 Bids, specifications by brand or trade name not permitted  
3410 United States produce and processed foods  
6610 Bid visits  
12200 Definitions, recycled goods, materials and supplies  
20103.8 Award of contracts  
20107 Bidder's security  
20111-20118.4 Contracting by school districts  
20189 Bidder's security, earthquake relief  
22002 Definition of public project  
22030-22045 Alternative procedures for public projects (UPCCAA)  
22050 Alternative emergency procedures  
22152 Recycled product procurement

## **COURT DECISIONS**

Marshall v. Pasadena USD, (2004) 119 Cal.App.4th 1241  
Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449  
City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

## **ATTORNEY GENERAL OPINIONS**

89 Ops.Cal.Atty.Gen. 1 (2006)

## **Management Resources:**

### **WEB SITES**

CSBA: [http:// www.csba.org](http://www.csba.org)

California Association of School Business Officials: <http://www.casbo.org>

## **Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: October 15, 2008 Antelope, California

**BIDS**

Note: Pursuant to Government Code 54202, districts are mandated to adopt bidding procedures governing the purchase of equipment and supplies.

The following administrative regulation is for use by districts that have not adopted the provisions of the Uniform Public Construction Cost Accounting Act (UPCCAA). Procedures and bid limits under the UPCCAA are specified in Public Contract Code 22030-22045.

**Advertised/Competitive Bids**

The district shall advertise for competitive bids to let any public project contract involving an expenditure of \$15,000 or more. *Public project* means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

Note: For items #1-3 below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following optional paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For 2013, the bid limit is \$83,400.

The district shall also seek competitive bids through advertisement for contracts exceeding the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs that are not a public project, including maintenance

*Maintenance* means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. *Maintenance* includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment, but does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

**BIDS (continued)****Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

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

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Note: For a bid to be successful, it must conform to specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., he/she must be "responsible"). A district must be careful in making a determination on the responsiveness of a bid based on investigation or information outside of the submitted bid. When relying on such outside investigation or information to disqualify a bidder, the district must follow the hearing procedures applicable for a finding of "nonresponsibility." (Great West Contractors Inc. v. Irvine Unified School District) To avoid any confusion, the district should provide clear and comprehensive specifications to bidders.

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

*(cf. 3510 - Green School Operations)*

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)
  - a. Cash
  - b. A cashier's check made payable to the district
  - c. A certified check made payable to the district

**BIDS (continued)**

- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

- 3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
- 4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
- 5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

Note: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with legal counsel, as appropriate, as to the applicability of this law to school districts and other unclear provisions of this law.

- 6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a below shall be used. (Public Contract Code 20103.8)
  - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
  - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
  - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

**BIDS (continued)**

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.
8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

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

9. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

**Prequalification Procedure**

<p>Note: The following section is <b>optional</b>. Pursuant to Public Contract Code 20111.5, a district is permitted, but not required, to establish prequalification procedures for any contract for which bids are legally required. However, pursuant to Public Contract Code 20111.6, as added by AB 1565 (Ch. 808, Statutes of 2012), a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of \$1 million or more awarded on or after January 1, 2014, if School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds are used.</p>
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When required by law or the Board, each prospective bidder shall complete and submit a standardized questionnaire and financial statement. For this purpose, the Superintendent or designee shall provide a standardized proposal form which requires a complete statement of the bidder's financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Public Contract Code 20111.5, 20111.6)

Prospective bidders shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids. (Public Contract Code 20111.5)

The Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. Bidders must be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

## **BIDS (continued)**

The district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. (Public Contract Code 20111.5)

### **Award of Contract**

Note: Pursuant to Public Contract Code 20111, the district is required to award a contract to the lowest responsible bidder except in the circumstances specified in the following **optional** section.

The district shall award each contract to the lowest responsible bidder except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. For any transportation service contract involving an expenditure of more than \$10,000, which the Board contemplates may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

Note: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran business enterprises and small businesses in contracts.

3. When the contract is one for which the Board has established goals and requirements relating to participation of minority, women, disabled veteran, or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

### **Protests by Bidders**

Note: The law does not specify a procedure for handling protests by bidders. The following **optional** section provides one such procedure and should be modified to reflect district practice.

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A

**BIDS (continued)**

bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the date and time for Board consideration of the protest. The Board's decision shall be final.

**Alternative Bid Procedures for Technological Supplies and Equipment**

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.

**BIDS (continued)**

6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

**Sole Sourcing**

Note: "Sole sourcing" is the practice by which one brand name product is specified, although comparable, competitive products are available. Public Contract Code 3400 allows sole sourcing in limited circumstances and requires that the specification of the designated product be followed by the words "or equal," so that bidders for such a contract are able to base their bids on the use of other products of equal functionality that may result in cost savings for the district. The following section is **optional**.

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall not draft the bid specification in a manner that: (Public Contract Code 3400)

1. Directly or indirectly limits bidding to any one specific concern
2. Calls for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

Note: The following **optional** paragraph is for districts with ADA of more than 2,500. For the repair or replacement of the roof of a public facility, a material must meet the requirements specified below to be considered "equal" pursuant to Public Contract Code 3000-3010.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance;



**BIDS (continued)**

will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing), if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

**Bids Not Required**

Note: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (89 Ops.Cal.Atty.Gen. 1 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. However, this opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Districts considering using the piggyback process for relocatables, portables, modulares, and the like should consult district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

**BIDS (continued)**

Note: The following **optional** paragraph is commonly described as the "lease-leaseback" contract. This method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met.

In addition, upon a determination that it is in the best interest of the district and without advertising for bids, the Board may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17406)

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

Note: The following **optional** paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "costs-benefits" analysis specified in Government Code 4217.12.

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

*(cf. 3510 - Green School Operations)*  
*(cf. 3511 - Energy and Water Management)*  
*(cf. 9320 - Meetings and Notices)*

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6163.1 - Library Media Centers)*

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

Note: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding

**BIDS (continued)**

in emergency situations, as specified below. In Marshall v. Pasadena Unified School District, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 20113)

*(cf. 3517 - Facilities Inspection)*

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

# **Center USD**

## **Administrative Regulation**

### **Bids**

**AR 3311**

### **Business and Noninstructional Operations**

#### **Advertised/Competitive Bids**

The district shall seek competitive bids through advertisement for contracts involving an expenditure of \$15,000 or more for a public project. Public project means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)

The district shall also seek competitive bids through advertisement for contracts exceeding the amount specified in law, and as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Government Code 53060; Public Contract Code 20111)

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs, including maintenance that is not a public project

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. This definition does not include, among other types of work, janitorial or custodial services and protection provided by security forces, nor does it include painting, repainting, or decorating other than touchup. (Public Contract Code 20115)

Unless otherwise authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Governing Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When letting a contract for the procurement and/or maintenance of electronic data processing systems and supporting software, the Board may contract with any one of the

three lowest responsible bidders. (Public Contract Code 20118.1)

The Board shall secure bids pursuant to Public Contract Code 20111 and 20112 for any transportation service expenditure of more than \$10,000 when contemplating that such a contract may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported. The Board may let this contract to other than the lowest bidder. (Education Code 39802)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4 for contracting after competitive bidding. (Public Contract Code 20116)

#### Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20112)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including final plan and specifications, are available. Any such mandatory visit or meeting shall not occur within a minimum of five calendar days of the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code 20107, 20111)

- a. Cash

- b. A cashier's check made payable to the district

- c. A certified check made payable to the district
- d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a below shall be used. (Public Contract Code 20103.8)

a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.

8. After being opened, all submitted bids become public records pursuant to

Government Code 6252 and shall be made available for review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

#### **Alternative Bid Procedures for Technological Supplies and Equipment**

Rather than seek competitive bids, the Board may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

The competitive negotiation process shall include, but not be limited to, the following requirements: (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. The Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises that

are in accordance with the RFP shall not be subject to negotiation with the successful proposer.

#### **Bids Not Required**

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize by contract, lease, requisition, or purchase order, another public corporation or agency to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable commodities, such as foodstuffs, needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 20113)

(cf. 3517 - Facilities Inspection)

(cf. 9323.2 - Actions by the Board)



Bids shall also not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

### **Sole Sourcing**

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall not draft the bid specification in a manner that, either directly or indirectly, limits bidding to any one specific concern or calls for a designated material, product, thing, or service by a specific brand or trade name, unless the specification designating the specific material, product, thing, or particular brand name is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In such cases, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract. (Public Contract Code 3400)

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to the one designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific concern, material, product, thing, or service by brand or trade name (sole sourcing), if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

### **Prequalification Procedure**

For any contract for which bids are legally required, the Board may require that each prospective bidder complete and submit a standardized questionnaire and financial statement. For this purpose, the Superintendent or designee shall supply a form which requires a complete statement of the bidder's financial ability and experience in performing public works. The information shall be verified under oath in the manner in

which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Public Contract Code 20111.5)

Prospective bidders shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids. (Public Contract Code 20111.5)

The Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. Bidders must be deemed prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

The district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. (Public Contract Code 20111.5)

#### **Protests by Bidders**

A bidder may protest a bid award if he/she believes that the award is inconsistent with Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**  
**approved: February 16, 2011 Antelope, California**

**ENVIRONMENTAL SAFETY**

Note: The following optional administrative regulation may be revised to reflect district practice.

The following paragraph may be revised to reflect the job position(s) designated to coordinate the district's environmental safety programs.

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

*(cf. 3510 - Green School Operations)*  
*(cf. 3511 - Energy and Water Management)*  
*(cf. 3517 - Facilities Inspection)*  
*(cf. 4157/4257/4357 - Employee Safety)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5142 - Safety)*  
*(cf. 7111 - Evaluating Existing Buildings)*  
*(cf. 7150 - Site Selection and Development)*

**Indoor Air Quality**

Note: The following optional section addresses strategies for maintaining healthy indoor air quality and may be revised to reflect district practice. For further information, see the U.S. Environmental Protection Agency's (EPA) Indoor Air Quality Tools for Schools and CSBA's policy briefs on Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments and Asthma Management in the Schools.

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

*(cf. 3580 - District Records)*

**ENVIRONMENTAL SAFETY (continued)**

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites.

*(cf. 3514.2 - Integrated Pest Management)*

5. In any new school construction, and in all existing schools when feasible, the Superintendent or designee shall install a carbon monoxide detector in each school building that contains a fossil fuel burning furnace. The device shall be placed in close proximity to the furnace in order to accurately detect any leakage of carbon monoxide.
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

*(cf. 5141.23 - Asthma Management)*

7. Painting of school facilities and maintenance or repair duties that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

*(cf. 3514.1 - Hazardous Substances)*

*(cf. 6161.3 - Toxic Art Supplies)*

## **ENVIRONMENTAL SAFETY (continued)**

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

*(cf. 3513.3 - Tobacco-Free Schools)*

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

*(cf. 6163.2 - Animals at School)*

## **Outdoor Air Quality**

Note: The following optional section may be revised to reflect district practice. Forecasts of ozone levels and particle pollution are available through the federal AirNow web site and may be printed in local newspapers. The district may monitor ultraviolet radiation levels through the EPA's UV Index web site; see BP 5141.7 - Sun Safety and CSBA's policy brief on Sun Safety in Schools.

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, and/or ultraviolet radiation levels.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

*(cf. 5141.7 - Sun Safety)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

## **Vehicle Emissions**

Note: 13 CCR 2480 prohibits idling of school buses, student activity buses, and other commercial motor vehicles within 100 feet of a school except under specified conditions; see AR 3542 - School Bus Drivers for additional language reflecting these requirements.

## **ENVIRONMENTAL SAFETY (continued)**

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480.

*(cf. 3540 - Transportation)*

*(cf. 3541.1 - Transportation for School-Related Trips)*

*(cf. 3542 - School Bus Drivers)*

Note: Pursuant to 13 CCR 2025, any district that owns, operates, leases, or rents a diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds that was manufactured on or after April 1, 1977 is required to install a particulate filter in the bus that reduces diesel particulate matter emissions by 85 percent. The district must ensure that 100 percent of its fleet complies with this requirement by January 1, 2014. An exception exists for any school bus that operates fewer than 1,000 miles per year. In the event that the filter cannot be installed (i.e., if doing so would void the engine warranty, if no appropriate filter is commercially available, or if the manufacturer or installer does not deem the filter to be technologically feasible for the school bus), the district may receive an extension until January 1, 2018 by providing specified information to the Air Resources Board each year. Any school bus manufactured before April 1, 1977 must be retired.

Any diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds manufactured on or after April 1, 1977 shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

## **Drinking Water**

Note: The following optional section addresses the quality of tap water available in schools. See AR 3550 - Food Service/Child Nutrition Program for information about requirements to make fresh drinking water available during mealtimes.

The quality and safety of the district's drinking water sources shall be regularly assessed.

Note: State and federal law require public water systems, including any schools and child care facilities that are nontransient noncommunity water systems as defined in 40 CFR 141.2, to regularly test water samples for lead. Pursuant to the standards established in 40 CFR 141.80 and 22 CCR 64678, the district may need to take action whenever notified by the public water system, or by its own testing, that lead concentrations exceed .015 milligrams per liter.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented.

Whenever levels of arsenic, bacteria, or other contaminants in the drinking water are determined to be a concern, the Superintendent or designee may recommend basic filtration or pipe flushing when feasible.

**ENVIRONMENTAL SAFETY (continued)**

Until drinking water is assured to be safe, the Superintendent or designee may explore alternatives, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day. As needed, he/she also may encourage appropriate governmental agencies to conduct regular testing of the water quality in district schools and to implement strategies to improve water quality in the community.

*(cf. 3550 - Food Service/Child Nutrition Program)*

Drinking fountains in district schools shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

**Lead Exposure**

Note: The following **optional** section reflects recommendations of the EPA. For further information, the district may contact its city or county lead poisoning prevention program.

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.

Note: 17 CCR 35001-36100 contain state standards for lead abatement services. In addition, 40 CFR 745.61-745.339 extend federal standards for renovations involving lead-based paint to child-occupied facilities, which include preschools and elementary schools.

3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with high lead content may be covered with grass, other plantings, concrete, or asphalt.
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

**ENVIRONMENTAL SAFETY (continued)**

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

**Mercury Exposure**

Note: The following **optional** section may be revised to reflect district practice. Mercury may exist in schools in thermometers, barometers, switches, thermostats, flowmeters, lamps, and other sources. Although devices containing mercury are considered safe as long as the mercury is sealed, if a device is broken and mercury spills, the health of students and staff may be endangered.

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Note: The EPA's web site contains detailed procedures for cleaning up a small mercury spill, actions that should never be taken in the event of a spill, and items that should be assembled in a mercury spill kit.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

**Asbestos Management**

Note: The following section is **optional**. Education Code 49410-49410.7 and the federal Asbestos Hazard Emergency Response Act (AHERA) (15 USC 2641-2656; 40 CFR 763.80-763.99) contain requirements for asbestos inspection and abatement which are applicable to school districts. For further information, consult the local air quality management district or air pollution control district.

40 CFR 763.84 requires the district to designate a person who will be responsible for ensuring that federal and state requirements are properly implemented. According to the EPA, this designated person is not required to be a licensed asbestos consultant, but the district must verify that he/she has received proper training. The specific knowledge that the designated person must have is described in the EPA's publication How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide. The



## ENVIRONMENTAL SAFETY (continued)

following section may be revised to reflect the position designated to fulfill this responsibility, who may be the same person designated above to coordinate all of the district's environmental safety programs.

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; and relevant federal and state regulations. (40 CFR 763.84)

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The designated employee shall ensure that the district complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:
  - a. Any school building that is leased or acquired by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
  - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
  - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

**ENVIRONMENTAL SAFETY (continued)**

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

**ENVIRONMENTAL SAFETY (continued)**

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

# **Center USD**

## **Administrative Regulation**

### **Environmental Safety**

**AR 3514**

#### **Business and Noninstructional Operations**

##### **Air Quality**

The Superintendent or designee shall ensure that the following measures are taken in order to reduce indoor air contaminants:

1. Low-emission cleaning products shall be used whenever possible, and custodial duties that require polluting products shall be performed after classes are dismissed.
2. Paints, adhesives and solvents shall be used and stored in well-ventilated areas; these items shall be purchased in small quantities to avoid storage exposure.
3. Water-damaged ceiling tiles, carpet, and other building materials shall be removed as soon as practicable.
4. Pest control measures shall involve the use of integrated pest management procedures (IPM).

(cf. 3514.2 - Integrated Pest Management)

##### **Other Environmental Safety Precautions**

Principals or their designees shall enforce school rules designed to:

1. Prevent the accumulation of flammable, noxious or otherwise dangerous materials unless adequate safeguards are provided

(cf. 6161.3 - Toxic Art Supplies)

2. Keep all school facilities free of debris
3. Keep walkways at all times open to pedestrian traffic and clear of obstructions

Regulation      **CENTER UNIFIED SCHOOL DISTRICT**  
approved: December 19, 2001      Antelope, California

**SCHOOL BUS DRIVERS**

Note: The following administrative regulation is mandated pursuant to 5 CCR 14103 (see the sections "Training" and "Authority" below) and is for use by districts that employ their own school bus drivers or student activity bus drivers. Districts that contract out for all transportation services may revise this regulation as appropriate to ensure that the contracting firm meets all legal requirements regarding qualifications and responsibilities.

**Qualifications**

Note: Pursuant to Vehicle Code 12517, school bus drivers are required to possess a commercial driver's license issued by the California Department of Motor Vehicles (DMV), with a special endorsement authorizing school bus operation (indicated by the letter S on the driver's license). District employees who operate 15-passenger vans must possess a commercial driver's license with a passenger transport vehicle (PV) endorsement.

In addition, any driver employed to operate a school bus or student activity bus must possess a special certificate from the California Highway Patrol (CHP) permitting such service. Issuance of the certificate is based on successful completion of prescribed examinations conducted by the CHP and compliance with all applicable provisions of the Vehicle Code.

All drivers employed to operate school buses or student activity buses shall possess, and shall retain in their immediate possession while operating the bus, the following documents: (Vehicle Code 12517, 12517.4)

1. A valid driver's license issued by the California Department of Motor Vehicles (DMV) for the appropriate class of vehicle to be driven and endorsed for school bus and/or passenger transportation
2. A certificate issued by the California Highway Patrol (CHP) which permits the operation of school buses or student activity buses, as applicable

*(cf. 3540 - Transportation)*

*(cf. 3541.1 - Transportation for School-Related Trips)*

*(cf. 4200 - Classified Personnel)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

Note: Pursuant to Vehicle Code 12517.3, applicants for the certificate to drive a school bus or student activity bus must be fingerprinted by the CHP for submission to the Department of Justice (DOJ), or the fingerprinting may be conducted by the district, county office of education, or a public law enforcement agency using an electronic fingerprinting system (LiveScan) with terminals managed by the DOJ. The following optional paragraph is for use by districts that choose to use this method to conduct the fingerprinting themselves.

The Superintendent or designee may use an electronic fingerprinting system, managed by the California Department of Justice, to fingerprint an applicant for an initial certificate to drive a school bus or student activity bus. (Vehicle Code 12517.3)

*(cf. 4212.5 - Criminal Record Check)*

## **SCHOOL BUS DRIVERS (continued)**

Note: Pursuant to Vehicle Code 12517.2, a driver who is initially applying for or seeking renewal of a commercial driver's license or a certificate authorizing him/her to drive a school bus or student activity bus must provide evidence of having obtained a medical examination by a qualified health professional. The report must be on a form approved by the DMV, which is available on its web site.

When initially applying for or renewing a license or certificate to drive a school bus or student activity bus, and annually upon reaching age 65 years, the driver shall submit to the DMV and to the Superintendent or designee a report of a medical examination conducted in accordance with the timelines and procedures specified in Vehicle Code 12517.2. (Vehicle Code 12517.2; 13 CCR 1234)

The Superintendent or designee shall notify each driver of the expiration date of his/her driver's license, certificate, and medical certificate and shall ensure each document is renewed prior to expiration. (13 CCR 1234)

*(4112.9/4212.9/4312.9 - Employee Notifications)*

School bus and student activity bus drivers shall be subject to drug and alcohol testing in accordance with Board policy and the requirements of federal law.

*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*

The Superintendent or designee shall notify the DMV within five days whenever any driver refuses, fails to comply, or receives a positive test result on a drug or alcohol test; is dismissed for a cause related to student transportation safety; or is reinstated after being dismissed for a cause related to student transportation safety. (Vehicle Code 1808.8, 13376)

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

### **Training**

Note: Education Code 40082, 40083, and 40085 specify training and experience required for initial and renewed certification as a driver of a school bus or student activity bus. The following section lists additional required and optional training and may be revised to reflect district practice.

In addition to any other training required to obtain or renew the certificate authorizing operation of a school bus or student activity bus, drivers shall receive training which includes, but is not limited to:

Note: Pursuant to Vehicle Code 12522, as part of the application process for a bus driver certificate, each driver must pass a DMV examination on first aid practices deemed necessary for school bus operators. Toward this end, the district is required to provide instruction for bus drivers on necessary first aid practices.

## **SCHOOL BUS DRIVERS (continued)**

1. First aid practices deemed necessary for school bus drivers, through a course of instruction that prepares drivers to pass the related DMV examination (Vehicle Code 12522)

Note: Education Code 56195.8 mandates that each entity providing special education adopt policy ensuring that school bus drivers have received the training described in item #2 below.

2. The proper installation of mobile seating devices in the bus securement systems (Education Code 56195.8)

*(cf. 3541.2 - Transportation for Students with Disabilities)*

3. The proper actions to be taken in the event that a school bus is hijacked (Education Code 39831)

Note: To determine additional topics for professional development, the district might review district data as provided in the optional paragraph below. Training courses and guides are also available through governmental agencies and professional associations. For instance, the National Highway Traffic Safety Administration provides an inservice training program for experienced school bus drivers, available on its web site, which addresses driver attitude, student management, highway-rail grade crossing safety, vehicle training, routes, loading and unloading students, driving under adverse weather conditions, emergency evacuation, and transporting students with special needs.

To determine any other needs for professional development, the Superintendent or designee shall periodically review accident reports involving district drivers and may seek input from drivers, district and school administrators, students, and/or other stakeholders on desired topics for professional development.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

### **Authority**

Note: 5 CCR 14103 mandates that the Governing Board adopt rules related to bus driver authority, including, but not limited to, specific administrative regulations related to suspension of riding privileges, and to make them available to parents/guardians, students, teachers, and other interested parties. For language related to suspension of riding privileges, see BP/AR 5131.1 - Bus Conduct.

Students transported in a school bus or student activity bus shall be under the authority of, and responsible directly to, the driver of the bus. The driver shall be held responsible for the orderly conduct of the students while they are on the bus or being escorted across a street, highway, or road. (5 CCR 14103)

*(cf. 5131.1 - Bus Conduct)*

## **SCHOOL BUS DRIVERS (continued)**

The driver shall have the authority to discontinue the operation of a school bus or student activity bus whenever he/she determines that it is unsafe to continue.

*(cf. 3516.5 - Emergency Schedules)*

*(cf. 3543 - Transportation Safety and Emergencies)*

This regulation and AR 5131.1 - Bus Conduct shall be made available to parents/guardians, students, teachers, and other interested parties. (5 CCR 14103)

### **Responsibilities**

The driver's primary responsibility is to safely transport students to and from school and school activities. He/she shall follow procedures contained in district plans and regulations pertaining to transportation safety.

The driver shall stop to load or unload students only at school bus stops designated by the Superintendent or designee, or authorized by the Superintendent or designee for school activity trips. (Vehicle Code 22112)

*(cf. 3541 - Transportation Routes and Services)*

The driver shall activate the amber warning light system, flashing red signal lights, and stop arm signal and shall escort students in accordance with Vehicle Code 22112.

The driver shall not require any student to leave the bus en route between home and school or other destinations. (5 CCR 14103)

Note: Vehicle Code 23125 prohibits a school bus driver from using a wireless telephone while driving the bus, except for work-related or emergency purposes. In addition, Vehicle Code 23123.5 prohibits the driver of any motor vehicle from using a wireless communications device for text-based communication, except when the device is specifically designed and configured to allow voice and hands-free operation. Requirements for "motor vehicles" are applicable to school buses and student activity buses pursuant to the definitions in Vehicle Code 415 and 545. At its discretion, the district may establish conditions that are more restrictive than law. See AR 3543 - Transportation Safety and Emergencies for language detailing these requirements.

The driver shall not drive a school bus or student activity bus while using a wireless telephone or using a wireless communications device for text-based communication, except when otherwise authorized by law and AR 3543 - Transportation Safety and Emergencies.



## **SCHOOL BUS DRIVERS (continued)**

The driver shall report the following to the Superintendent or designee:

Note: Pursuant to 13 CCR 1215, school bus drivers must prepare and sign a written report at the completion of each day's work regarding the condition of the equipment listed in 13 CCR 1215, as provided in item #1 below. For further information about this report, see AR 3543 - Transportation Safety and Emergencies.

1. The condition of the bus at the completion of each work day (13 CCR 1215)
2. His/her duty status for each 24-hour period, including, but not limited to, the number of hours on and off duty (13 CCR 1213)
3. Any traffic accident involving the bus (13 CCR 1219)

In addition to notifying the Superintendent or designee, the driver shall immediately notify the CHP of any traffic accident and, if the bus is operated under contract, his/her employer. (13 CCR 1219)

Note: Items #4-8 below are **optional** and may be revised to reflect district practice.

4. Traffic violations
5. Consistently late school dismissals which cause transportation delays
6. Overload runs
7. Recurring and serious student misbehavior
8. Parent/guardian and student complaints

## **Vehicle Idling**

Note: 13 CCR 2480 prohibits idling of school buses, student activity buses, and other commercial motor vehicles within 100 feet of a school except under specified conditions. Failure to comply with the requirements specified in items #1-2 below may result in specified civil and/or criminal penalties to the driver or the Superintendent or designee who directs school bus operations.

The driver of a school bus or student activity bus shall: (13 CCR 2480)

1. Turn off the bus engine upon stopping at a school or within 100 feet of a school and not restart the engine more than 30 seconds before beginning to depart
2. Not cause or allow the bus to idle at any location greater than 100 feet from a school for more than five consecutive minutes or for an aggregated period of more than five minutes in any one hour

**SCHOOL BUS DRIVERS** (continued)

*(cf. 3514 - Environmental Safety)*

However, vehicle idling may be allowed under limited conditions, including, but not limited to, occasions when idling is necessary to: (13 CCR 2480)

1. Stop for an official traffic control signal or device, for traffic conditions under which the driver has no control, or at the direction of law enforcement
2. Ascertain that the bus is in safe operating condition and properly equipped
3. Operate equipment designed to safely load, unload, or transport students with disabilities
4. Operate a heater, air conditioner, defroster, or other equipment as necessary to ensure the safety or health of passengers
5. Cool down a turbo-charged diesel engine before turning off the engine
6. Recharge a battery or other energy storage unit of a hybrid electric bus or vehicle

The Superintendent or designee shall notify all drivers, upon employment and at least once per year thereafter, of the requirements specified above and the potential legal and employment consequences of failure to comply. All complaints of noncompliance shall be reviewed and remedial action taken as necessary. The Superintendent or designee shall retain records of the training and of any complaints and enforcement actions for at least three years. (13 CCR 2480)

**Reports**

The Superintendent or designee shall retain records of: (13 CCR 1234)

1. Each driver's duty status and supporting documents provided pursuant to 13 CCR 1201 and 1213. Such records shall be retained for six months and made available to the CHP upon request.
2. The different types of vehicles and vehicle combinations each driver has demonstrated capability to operate.
3. Records of each driver's license, certificate, medical certificate, first aid certificate, and training as specified in 13 CCR 1234.
4. Daily vehicle inspection reports prepared by drivers pursuant to 13 CCR 1215.

## **SCHOOL BUS DRIVERS (continued)**

*(cf. 3580 - District Records)*

### **Legal Reference:**

#### **EDUCATION CODE**

**39800.5** *Qualifications of driver of 15-passenger van*

**39830-39842** *School buses*

**40080-40090.5** *Training required to obtain or renew bus driver certificate*

**45125.1** *Criminal background checks for contractors*

**56195.8** *Training in installation of mobile seating devices*

#### **HEALTH AND SAFETY CODE**

**39640-39642** *Vehicle idling, penalties*

#### **PENAL CODE**

**241.3** *Assault against school bus driver*

**243.3** *Battery against school bus driver*

#### **VEHICLE CODE**

**415** *Definition of motor vehicle*

**545** *Definition of school bus*

**546** *Definition of student activity bus*

**1808.8** *Dismissal for safety-related cause*

**2570-2574** *Contracts with private school bus contractors*

**12516-12517.4** *Certification requirements*

**12522** *First aid training for school bus drivers*

**13370-13371** *Suspension or revocation of bus driver certificate*

**13376** *Driver certificates; revocation or suspension; sex offense prosecution*

**22112** *School bus signals; roadway crossings*

**23123-23125** *Prohibitions against use of wireless telephone and text communications while driving; exceptions*

**25257-25257.7** *School bus equipment*

**34501.6** *School buses; reduced visibility*

#### **CODE OF REGULATIONS, TITLE 5**

**14103** *Authority of the driver*

**14104** *School bus driver instructor*

#### **CODE OF REGULATIONS, TITLE 13**

**1200-1202.2** *Motor carrier safety*

**1212-1228** *School bus driver requirements*

**1234** *Reports regarding school buses and bus drivers*

**2480** *Vehicle idling*

#### **CODE OF FEDERAL REGULATIONS, TITLE 49**

**40.1-40.413** *Transportation drug and alcohol testing programs*

**382.101-382.605** *Controlled substance and alcohol use and testing*

**571.222** *Federal motor vehicle safety standard #222*

### **Management Resources:**

**DEPARTMENT OF MOTOR VEHICLES PUBLICATIONS**

**California Commercial Driver Handbook**

**NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION PUBLICATIONS**

**School Bus Driver In-Service Safety Series, October 2011**

*Management Resources continued: (see next page)*

## **SCHOOL BUS DRIVERS (continued)**

### *Management Resources: (continued)*

#### **WEB SITES**

*California Air Resources Board: <http://www.arb.ca.gov>*

*California Department of Education, Office of School Transportation: <http://www.cde.ca.gov/ls/tm>*

*California Highway Patrol: <http://www.chp.ca.gov>*

*California Department of Motor Vehicles: <http://www.dmv.ca.gov>*

*California Department of Justice: <http://oag.ca.gov>*

*National Transportation Safety Board: <http://www.nts.gov>*

*U.S. Department of Transportation, National Highway Traffic Safety Administration:  
<http://www.nhtsa.dot.gov>*

# **Center USD**

## **Administrative Regulation**

### **School Bus Drivers**

**AR 3542**

#### **Business and Noninstructional Operations**

##### **Authority**

Students transported in a school bus or in a student activity bus shall be under the authority of, and responsible directly to, the driver of the bus. The driver shall be held responsible for the orderly conduct of the students while they are on the bus or being escorted across a street, highway or road. (5 CCR 14103)

(cf. 3540 - Transportation)

A bus driver shall have the authority to discontinue the operation of a school bus whenever he/she determines that it is unsafe to continue.

Administrative regulations related to bus driver authority shall be made available to parents/guardians, students, teachers and other interested parties. (5 CCR 14103)

(cf. 3516.5 - Emergency Schedules)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 5131.1 - Bus Conduct)

##### **Qualifications, Training and Monitoring**

All drivers employed to operate school buses or student activity buses shall possess, at a minimum, both of the following documents issued by the state Department of Motor Vehicles: (Education Code 39830.1; Vehicle Code 12517)

1. A valid driver's license for the appropriate class of vehicle to be driven
2. A certificate which permits the driver to operate either school buses or student activity buses, as applicable

(cf. 4200 - Classified Personnel)

(cf. 4211 - Recruitment and Selection)

The Superintendent or designee may use an electronic fingerprinting system, managed by the California Department of Justice, to fingerprint an applicant for an original certificate to drive a school bus or student activity bus. (Vehicle Code 12517.3)

(cf. 4212.5 - Criminal Record Check)

The Superintendent or designee shall ensure that school bus drivers receive training which includes:

1. First aid practices (Vehicle Code 12522)
2. The proper actions to be taken in the event that a school bus is hijacked (Education Code 39831)
3. The proper installation of mobile seating devices in the bus securement systems (Education Code 56195.8)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4231 - Staff Development)

School bus drivers shall be subject to drug and alcohol testing in accordance with Governing Board policy and the requirements of federal law.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

The Superintendent or designee shall notify the Department of Motor Vehicles within five days whenever any school bus driver has tested positive for drugs or alcohol, is dismissed for a cause related to student transportation safety, or whenever a driver so dismissed has been reinstated. (Vehicle Code 1808.8, 13376)

(cf. 4215 - Evaluation/Supervision)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

### **Responsibilities**

The school bus driver's primary responsibility is to safely transport students to and from school and school activities. He/she shall follow procedures contained in the district's transportation safety plan.

The driver shall not require any student to leave the bus en route between home and school or other destinations. (5 CCR 14103)

The driver shall stop to load or unload students only at school bus stops designated by the Superintendent or designee, or authorized by the Superintendent or designee for school activity trips. (Vehicle Code 22112)

(cf. 3541 - Transportation Routes and Services)

The driver shall activate the amber warning light system, flashing red signal lights and stop arm signal and shall escort students in accordance with Vehicle Code 22112.

The driver shall immediately report all school bus accidents to the California Highway Patrol, the Superintendent or designee, and the driver's employer. (13 CCR 1219)

The driver also shall report the following to the Superintendent or designee:

1. Recurring and serious student misbehavior
2. Parental and student complaints
3. Traffic violations
4. Consistently late school dismissals which cause transportation delays
5. Overload runs
6. Mechanical or other problems with buses and equipment

**Legal Reference:**

**EDUCATION CODE**

39830-39842 School buses

40080-40090.5 Training required to obtain or renew bus driver certificate

45125.1 Criminal background checks for contractors

56195.8 Training in installation of mobile seating devices

**PENAL CODE**

241.3 Assault against school bus driver

243.3 Battery against school bus driver

**VEHICLE CODE**

1808.8 Dismissal for safety-related cause

2570-2575 Transportation of students

12517-12517.4 Certification requirements

12522 First aid training for school bus drivers

13376 Driver certificates; revocation or suspension; sex offense prosecution

22112 School bus signals; roadway crossings

25257 School bus; flashing light signal system

25257.2 School bus used for transportation of developmentally disabled person

34501.6 School buses; reduced visibility

34508.5 Investigation of accidents

**CODE OF REGULATIONS, TITLE 5**

14103 Authority of the driver

14104 School bus driver instructor

**CODE OF REGULATIONS, TITLE 13**

1200-1228 General provisions, school bus regulations

**CODE OF FEDERAL REGULATIONS, TITLE 49**

571.222 Federal motor vehicle safety standard #222

**Management Resources:**

**WEB SITES**

California Highway Patrol: <http://www.chp.ca.gov>

California Department of Motor Vehicles: <http://www.dmv.ca.gov>

California Department of Justice: <http://caag.state.ca.us>

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**

**approved: April 23, 2003      Antelope, California**



**All Personnel**

BP 4112.42(a)

4212.42

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

4312.42

Note: State and federal law (Vehicle Code 34520; 49 CFR 382.101-382.605) require that any district employing school bus drivers establish a drug and alcohol testing program, with specified components, applicable to bus drivers and any other drivers of a commercial motor vehicle weighing over 26,000 pounds or designed to transport 16 or more passengers including the driver. All testing must be conducted in accordance with 49 CFR 40.1-40.413. For further information, see the web sites of the U.S. Department of Transportation (DOT) and the California Highway Patrol (CHP).

In addition, Vehicle Code 34520.3 requires drivers of school transportation vehicles (i.e., vehicles that are not school buses, student activity buses, or youth buses and are used by the district for the primary purpose of transporting children), such as a van, to participate in the testing program to the same extent as required by law for school bus drivers. The Legislative Counsel has issued an opinion that Vehicle Code 34520.3 applies only to employees whose primary job is transportation. The district should consult legal counsel as necessary to determine applicability of this law to district employees.

The district's drug and alcohol testing program is subject to compliance inspections conducted by the CHP. It is recommended that the district review the CHP's Controlled Substances and Alcohol Testing Compliance Checklist to assess whether its program fulfills legal requirements.

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

*(cf. 3540 - Transportation)*

*(cf. 3542 - School Bus Drivers)*

*(cf. 3543 - Transportation Safety and Emergencies)*

*(cf. 4020 - Drug and Alcohol-Free Workplace)*

*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*

A driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time. (49 CFR 382.201-382.209, 382.213)

Note: 49 USC 31306 and 49 CFR 382.301-382.311 require that certain types of tests be part of the district's drug and alcohol testing program. See the accompanying administrative regulation for requirements applicable to each test.

Pursuant to 49 CFR 382.301, the district may, but is not required to, conduct pre-employment alcohol testing. The following paragraph should be revised by districts that choose to conduct such testing.

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

Note: Pursuant to 49 CFR 40.11, districts are responsible for implementing the drug and alcohol testing program. They may do this using their own employees, contracting for services, or joining together in a consortium with other employers. The following **optional** paragraph provides that the district will contract for such services and may be revised by districts that use alternative methods.

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

### **Consequences Based on Test Results**

Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.

Note: Pursuant to 49 CFR 40.21 and 382.119, before temporarily removing a driver from safety-sensitive functions, the district must receive verification of the test results from a licensed physician certified as a medical review officer, unless a waiver of this requirement has been obtained from the Federal Motor Carrier Safety Administration.

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

## DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Note: Pursuant to Vehicle Code 13376, upon receiving a report of a driver's refusal, failure to comply, or positive test result, the California Department of Motor Vehicles will revoke the driver certificate or refuse to approve an initial application for a certificate. An exception exists for a driver who complies with a rehabilitation or return-to-duty program that meets the requirements of federal regulations. For purposes of retaining his/her certificate, the driver may participate in such a program only once within a three-year period.

The following paragraph is optional. Pursuant to 49 CFR 40.289, the district is not required to provide education and treatment services to any driver. However, if the district offers the driver an opportunity to return to work following a violation, then it must ensure that the driver receives an evaluation by a qualified substance abuse professional and successfully complies with the evaluation recommendations. Responsibility for payment for evaluation and services is to be determined by the district and driver and may be governed by a collective bargaining agreement and health care benefits.

Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313. If the substance abuse professional recommends that ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor his/her compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

*(cf. 4159/4259/4359 - Employee Assistance Programs)*  
*(cf. 4161/4261 - Leaves)*  
*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*  
*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*  
*(cf. 4261.1 - Personal Illness/Injury Leave)*

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

*(cf. 4117.4 - Dismissal)*  
*(cf. 4118 - Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

### Voluntary Self-Identification

Note: The following section is for use by districts that choose to establish a voluntary self-identification policy or program, pursuant to 49 CFR 382.121, which relieves drivers who admit alcohol or drug misuse from the federal requirements for referral, evaluation, and treatment contained in 49 CFR 40.281-40.313. If the district chooses to establish such a program, it is **mandated** to adopt a written policy containing the provisions specified in items #1-3 below. Pursuant to 49 CFR 382.121, the district's program may also

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

include employee monitoring and non-DOT follow-up testing. If the district chooses to incorporate these elements, it should add them to this list.

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
  - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
  - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

*Legal Reference: (see next page)*

BP 4112.42(e)  
4212.42  
4312.42

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

35160 Authority of governing boards

#### GOVERNMENT CODE

8355 Drug-free workplace; employee notification

#### VEHICLE CODE

13376 Driver certificates; revocation or suspension

34500-34520.5 Safety regulations

#### CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

#### UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

#### UNITED STATES CODE, TITLE 49

31306 Alcohol and drug testing

#### CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11-1308.15 Controlled substances

#### CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 Drug and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

### *Management Resources:*

#### CALIFORNIA HIGHWAY PATROL PUBLICATIONS

Controlled Substances and Alcohol Testing Compliance Checklist, 2007

What is CSAT? Controlled Substances and Alcohol Testing, 2005

#### WEB SITES

California Highway Patrol: <http://www.chp.ca.gov>

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

# **Center USD**

## **Board Policy**

### **Drug And Alcohol Testing For School Bus Drivers**

BP 4112.42 4212.42,4312.42

#### **Personnel**

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program for all district drivers and other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the district. This program shall be designed to fulfill the requirements of state and federal law.

(cf. 3540 - Transportation)

(cf. 3543 - Transportation Safety and Emergencies)

The district's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306)

The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.

(cf. 3542 - School Bus Drivers)

(cf. 4020 - Drug and Alcohol-Free Workplace)

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician. (49 CFR 382.205, 382.207, 382.209; Vehicle Code 34520.3; 13 CCR 1213.1)

Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the district's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information. (49 CFR 382.601)

(cf. 4112.9 - Employee Notifications)

**Legal Reference:**

**EDUCATION CODE**

35160 Authority of governing boards

**VEHICLE CODE**

34500-34520.5 Safety regulations

**CODE OF REGULATIONS, TITLE 13**

1200-1293 Motor carrier safety, especially:

1213.1 Placing drivers out-of-service

**UNITED STATES CODE, TITLE 49**

31306 Alcohol and controlled substances testing

41501-41507 Transportation Employee Testing Act

**CODE OF FEDERAL REGULATIONS, TITLE 49**

40.1-40.413 Part 40, Procedures for transportation workplace drug and alcohol testing programs

382.101-382.605 Controlled substance and alcohol use and testing; especially:

382.205 On-duty use

382.207 Pre-duty use

382.209 Use following an accident

**Management Resources:**

**WEB SITES**

California Highway Patrol: <http://www.chp.ca.gov>

U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:

<http://www.dot.gov/ost/dapc>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

**adopted: August 16, 2006 Antelope, California**

# Add

All Personnel

AR 4112.42(a)  
4212.42  
4312.42

## DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

Note: The following administrative regulation reflects state and federal requirements (Vehicle Code 34520; 49 CFR 40.1-40.413, 382.101-382.605) for drug and alcohol testing of school bus drivers, including pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Pursuant to 49 CFR 40.27, the district must not require a driver to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug or alcohol testing process.

### Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs included in the tests are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates. (49 CFR 40.3, 40.85, 382.107)

*Alcohol concentration or level* means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process. (49 CFR 382.107, 382.201, 382.505)

*Safety-sensitive function* means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the bus or bus equipment; loading or unloading the bus; supervising or assisting in the loading or unloading of the bus; and repairing, obtaining assistance, or remaining in attendance upon a disabled bus. (49 CFR 382.107)

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

### Designated Employer Representative

Note: 49 CFR 40.35 and 40.215 require the district to identify a "designated employer representative" to perform the duties specified in 49 CFR 40.3. The following paragraph may be revised to reflect the title of the employee so designated.

The Superintendent or designee shall identify a designated employer representative and shall provide his/her name and telephone number to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)



## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

The designated employer representative shall be responsible for receiving test results and other communications, taking immediate action(s) to remove drivers from safety-sensitive functions, and making other required decisions in the testing and evaluation processes. (49 CFR 40.3)

### **Pre-employment Testing**

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25, from any employer who has employed the driver at any time during the previous two years. In addition, the Superintendent or designee shall ask the driver if he/she tested positive, or refused to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that he/she did not obtain. The driver shall not be permitted to perform safety-sensitive functions if he/she refuses to provide consent to obtain the information from previous employers, the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district, or the driver or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413)

Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety-sensitive functions for the district, the Superintendent or designee shall require the driver to undergo testing for drugs and to receive a verified negative test result. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months or participated in a random drug testing program for the previous 12 months.
3. The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.
4. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

**Note:** The following optional paragraph is for use by districts that choose to conduct pre-employment alcohol testing; see the accompanying Board policy. Pursuant to 49 CFR 382.301, pre-employment alcohol testing is not required but, if the district chooses to conduct such testing, it must comply with the following requirements.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration level of less than 0.04. (49 CFR 382.301)

### **Post-Accident Testing**

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for alcohol use within eight hours of the accident, or for drug use within 32 hours of the accident, and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

### **Random Testing**

**Note:** The district may revise the following paragraph to specify the method by which it will select drivers for random testing and alcohol testing. Pursuant to 49 CFR 382.305, the district must randomly select drivers for testing using a scientifically valid method such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Pursuant to 49 CFR 40.347, the district may contract with a third-party administrator or join a consortium of employers to operate the random selection process.

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year. Such tests shall be conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

Note: The district must annually test at least 10 percent of district drivers for alcohol and at least 50 percent for drugs, in accordance with the calculations and procedures described in 49 CFR 382.305. The minimum required percentage is subject to change as determined necessary by the Federal Motor Carrier Safety Administration (FMCSA). Any such change will be published in the Federal Register and on the FMCSA's web site and will be effective starting January 1 following such publication.

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

### **Reasonable Suspicion Testing**

Note: The following section may be revised to reflect the position (e.g., driver's supervisor or other district employee) authorized and trained to make observations for reasonable suspicion drug or alcohol testing.

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, the Superintendent or designee shall prepare and sign a written record of the observations leading to a reasonable suspicion test. (49 CFR 382.307)

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

### **Return-to-Duty Testing**

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after he/she completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

### **Follow-Up Testing**

Note: Pursuant to 49 CFR 40.307, after a driver successfully complies with education and treatment services, the substance abuse professional will prescribe a follow-up testing plan and will present that plan to the designated employer representative. The plan must direct that the driver be subject to at least six unannounced follow-up tests in the first 12 months following the driver's return to safety-sensitive functions.

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

### **Notifications**

Note: Pursuant to 49 CFR 382.601, the district is mandated to adopt policy and procedures pertaining to

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

misuse of drugs and alcohol and to provide these materials to each driver. When conducting compliance inspections, the CHP reviews whether district policy or regulations contain all of items #1-11 below.
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The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.303, 382.113, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04

## **DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)**

11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

### **Records**

Note: 49 CFR 40.333 and 382.401 specify the records that must be retained by the district and how long each record must be retained (i.e., one year, two years, three years, five years, or indefinitely). Upon receiving a request from the FMCSA to inspect any such record, the district must make the record(s) available for inspection at the district office within two business days.

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

*(cf. 3580 - District Records)*

## INDUSTRIAL ACCIDENT/ILLNESS LEAVE

Note: Education Code 44984 and 45192 mandate that the Governing Board adopt rules and regulations providing industrial accident and illness leave for certificated and classified employees. The following regulation is subject to collective bargaining agreements.

For information about employees' rights related to workers' compensation benefits for industrial accidents or illnesses, see BP 4157.1/4257.1/4357.1 - Work-Related Injuries.

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*

*(cf. 4161/4261/4361 - Leaves)*

Note: Education Code 44984 and 45192 mandate that district rules and regulations specify the amount of allowable leave as provided in the following paragraph. The district should fill in the blank in the following paragraph to specify the maximum amount of leave allowed by the district which, pursuant to Education Code 44984 and 45192, must not be less than 60 working days in any one fiscal year for the same industrial accident or illness. In the absence of district rules and regulations, employees shall be entitled to industrial accident or illness leave, but without limitation as to the number of days of such leave.

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

Note: Pursuant to Education Code 45192, the Board may require that classified employees serve a specified period of time, not to exceed three years, before being eligible for industrial accident or illness leave. In addition, Education Code 45192 allows the Board, at its discretion, to require that the time be served continuously. The following optional paragraph should be revised to reflect district practice.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Note: Education Code 44984 and 45192 mandate that district rules and regulations include the provisions in the following paragraph and items #1-4.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

**INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)**

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

Note: Pursuant to Education Code 44043, a certificated or classified employee who uses a paid leave of absence while receiving temporary disability benefits under state workers' compensation laws must endorse his/her workers' compensation check payable to the district, and the district shall then issue a salary warrant to the employee after deducting retirement contributions and other appropriate deductions (see Option 1 below). However, Education Code 44044 authorizes the district to waive this requirement, thereby allowing an employee to retain the workers' compensation check and receive a salary payment from the district with the equivalent amount of the workers' compensation check deducted (see Option 2 below).

**OPTION 1:** During any paid leave of absence, the employee shall endorse to the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

~~**OPTION 2:** During any paid leave of absence, the employee shall retain any workers' compensation check received on account of an industrial accident or illness. The employee shall notify the Superintendent or designee that he/she has received such check. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less an amount equivalent to the face amount of the workers' compensation check and other appropriate deductions, including, but not limited to, employee retirement contributions. Employee benefits shall be computed on the basis of the employee's regular wage or salary prior to the deduction of any amounts for temporary disability payments. (Education Code 44044)~~

Note: The remainder of this regulation applies to all districts.

Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within California unless the Governing Board authorizes travel outside the state. (Education Code 44984, 45192)



## INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)

Note: Education Code 45192 specifies that classified employees may return to their position during the leave of absence without suffering any loss of status or benefits and that the absence will not be considered a break in service. The law does not expressly provide this benefit to certificated employees. The following paragraph extends these provisions to all employees and should be revised by districts that choose to limit these provisions to classified employees. If the district chooses to limit these provisions to classified employees, it is recommended that the district consult legal counsel regarding potential legal risks.

~~Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.~~

~~(cf. 4116 - Probationary/Permanent Status)~~

~~(cf. 4154/4254/4354 - Health and Welfare Benefits)~~

~~(cf. 4216 - Probationary/Permanent Status)~~

Note: Education Code 45192 requires the district to notify classified employees in writing when their industrial accident or illness leave has been exhausted and to offer them an opportunity to request additional leave. Education Code 44984 authorizes certificated employees to use personal illness and injury leave upon expiration of the industrial accident or illness leave, but does not specifically require notification of the employee. The following paragraph extends this notification to all employees and should be revised by districts that choose to limit such notification to classified employees. If the district chooses to limit these provisions to classified employees, it is recommended that the district consult legal counsel regarding potential legal risks.

~~When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)~~

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

~~(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)~~

~~(cf. 4261.1 - Personal Illness/Injury Leave)~~

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39

**INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)**

months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

<p>Note: While the Education Code allows probationary certificated employees to be placed on a 24-month reemployment list, there is no equivalent 24-month reemployment list for probationary classified employees. Pursuant to Education Code 45192, all classified employees, whether permanent or probationary, are placed on a 39-month reemployment list.</p>
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If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

*(cf. 4217.3 - Layoff/Rehire)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*Legal Reference: (see next page)*

**INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)**

*Legal Reference:*

**EDUCATION CODE**

*44043 Temporary disability*

*44044 Temporary disability checks; waiver of endorsement to district*

*44977 Salary deductions during absence from duties*

*44978 Provisions for certificated employee sick leave*

*44978.1 Inability of certificated employee to return to duty; placement in another position or on reemployment list*

*44983 Exception to sick leave*

*44984 Industrial accident and illness leave, certificated employees*

*45191 Personal illness and injury leave, classified employees*

*45192 Industrial accident and illness leave, classified employees*

**LABOR CODE**

*3200-6002 Workers' compensation*

*Management Resources:*

**WEB SITES**

*Department of Industrial Relations: <http://www.dir.ca.gov>*

## INDUSTRIAL ACCIDENT/ILLNESS LEAVE

Note: Education Code 44984 and 45192 mandate that the Governing Board adopt rules and regulations providing industrial accident and illness leave for certificated and classified employees. The following regulation is subject to collective bargaining agreements.

For information about employees' rights related to workers' compensation benefits for industrial accidents or illnesses, see BP 4157.1/4257.1/4357.1 - Work-Related Injuries.

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*

*(cf. 4161/4261/4361 - Leaves)*

Note: Education Code 44984 and 45192 mandate that district rules and regulations specify the amount of allowable leave as provided in the following paragraph. The district should fill in the blank in the following paragraph to specify the maximum amount of leave allowed by the district which, pursuant to Education Code 44984 and 45192, must not be less than 60 working days in any one fiscal year for the same industrial accident or illness. In the absence of district rules and regulations, employees shall be entitled to industrial accident or illness leave, but without limitation as to the number of days of such leave.

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

Note: Pursuant to Education Code 45192, the Board may require that classified employees serve a specified period of time, not to exceed three years, before being eligible for industrial accident or illness leave. In addition, Education Code 45192 allows the Board, at its discretion, to require that the time be served continuously. The following optional paragraph should be revised to reflect district practice.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Note: Education Code 44984 and 45192 mandate that district rules and regulations include the provisions in the following paragraph and items #1-4.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

**INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)**

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

Note: Pursuant to Education Code 44043, a certificated or classified employee who uses a paid leave of absence while receiving temporary disability benefits under state workers' compensation laws must endorse his/her workers' compensation check payable to the district, and the district shall then issue a salary warrant to the employee after deducting retirement contributions and other appropriate deductions (see Option 1 below). However, Education Code 44044 authorizes the district to waive this requirement, thereby allowing an employee to retain the workers' compensation check and receive a salary payment from the district with the equivalent amount of the workers' compensation check deducted (see Option 2 below).

**OPTION 1:** During any paid leave of absence, the employee shall endorse to the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

~~**OPTION 2:** During any paid leave of absence, the employee shall retain any workers' compensation check received on account of an industrial accident or illness. The employee shall notify the Superintendent or designee that he/she has received such check. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less an amount equivalent to the face amount of the workers' compensation check and other appropriate deductions, including, but not limited to, employee retirement contributions. Employee benefits shall be computed on the basis of the employee's regular wage or salary prior to the deduction of any amounts for temporary disability payments. (Education Code 44044)~~

Note: The remainder of this regulation applies to all districts.

Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within California unless the Governing Board authorizes travel outside the state. (Education Code 44984, 45192)

## INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)

Note: Education Code 45192 specifies that classified employees may return to their position during the leave of absence without suffering any loss of status or benefits and that the absence will not be considered a break in service. The law does not expressly provide this benefit to certificated employees. The following paragraph extends these provisions to all employees and should be revised by districts that choose to limit these provisions to classified employees. If the district chooses to limit these provisions to classified employees, it is recommended that the district consult legal counsel regarding potential legal risks.

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

*(cf. 4116 - Probationary/Permanent Status)*  
*(cf. 4154/4254/4354 - Health and Welfare Benefits)*  
*(cf. 4216 - Probationary/Permanent Status)*

Note: Education Code 45192 requires the district to notify classified employees in writing when their industrial accident or illness leave has been exhausted and to offer them an opportunity to request additional leave. Education Code 44984 authorizes certificated employees to use personal illness and injury leave upon expiration of the industrial accident or illness leave, but does not specifically require notification of the employee. The following paragraph extends this notification to all employees and should be revised by districts that choose to limit such notification to classified employees. If the district chooses to limit these provisions to classified employees, it is recommended that the district consult legal counsel regarding potential legal risks.

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*  
*(cf. 4261.1 - Personal Illness/Injury Leave)*

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39

**INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)**

months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

<p>Note: While the Education Code allows probationary certificated employees to be placed on a 24-month reemployment list, there is no equivalent 24-month reemployment list for probationary classified employees. Pursuant to Education Code 45192, all classified employees, whether permanent or probationary, are placed on a 39-month reemployment list.</p>
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If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

*(cf. 4217.3 - Layoff/Rehire)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*Legal Reference: (see next page)*

**INDUSTRIAL ACCIDENT/ILLNESS LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

44043 Temporary disability

44044 Temporary disability checks; waiver of endorsement to district

44977 Salary deductions during absence from duties

44978 Provisions for certificated employee sick leave

44978.1 Inability of certificated employee to return to duty; placement in another position or on reemployment list

44983 Exception to sick leave

44984 Industrial accident and illness leave, certificated employees

45191 Personal illness and injury leave, classified employees

45192 Industrial accident and illness leave, classified employees

LABOR CODE

3200-6002 Workers' compensation

*Management Resources:*

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# **Center USD**

## **Administrative Regulation**

### **Industrial Accident/Illness Leave**

**AR 4161.11 4361.11**  
**Personnel**

In each fiscal year, allowable leave for certificated employees for any single industrial accident or illness shall be for 60 days during which the schools of the district are in session or when the employee would otherwise have been performing work for the district.

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)  
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)  
(cf. 4157.2/4257.2/4357.2 - Ergonomics)  
(cf. 4161/4261 - Leaves)  
(cf. 4361 - Leaves)

Allowable industrial accident/illness leave shall not accumulate from year to year.  
(Education Code 44984)

When a certificated employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44984)

1. Industrial accident or illness leave shall start on the first day of absence.
2. The employee shall be paid such portion of the salary due for any month in which the absence occurs as, when added to the temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to the employee of not more than his/her full salary.
3. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
4. When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to the employee of not more than the employee's full salary. (Education Code 44984)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

During any paid leave of absence, the employee may endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. In those cases, the district shall issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. (Education Code 44984)

Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state. (Education Code 44984)

**Legal Reference:**

**EDUCATION CODE**

44977 Salary deductions during absence from duties

44978 Provisions for certificated employee sick leave

44983 Exception to sick leave

44984 Required rules for industrial accident and illness leave of absence

**Management Resources:**

**WEB SITES**

Department of Industrial Relations: <http://www.dir.ca.gov/DIR/OS&H/DOSH/dosh1.html>

Regulation      CENTER UNIFIED SCHOOL DISTRICT  
approved: May 5, 1999      Antelope, California

**All Personnel**

AR 4161.8(a)

4261.8

**FAMILY CARE AND MEDICAL LEAVE**

4361.8

Note: The following optional administrative regulation is subject to collective bargaining agreements. Any subject covered by this administrative regulation should be deleted if already addressed in the district's collective bargaining agreements.

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)). However, these laws do not provide identical rights. In some situations the laws overlap, but in others they conflict. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under California law, a female employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a conflict between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

The district shall not interfere with, restrain, or deny the exercise or attempted exercise by any eligible employee of his/her right to any family care and medical leave or pregnancy disability leave (PDL) provided through the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA), nor shall it discharge or discriminate or retaliate against any employee for his/her involvement in any inquiry or proceeding related to any leave under any of these laws or his/her opposition to or challenge of any unlawful district practice in relation to any rights granted by any of these laws. (Government Code 12945, 12945.2; 29 USC 2615)

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4033 - Lactation Accommodation)*

**Definitions**

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

*Child (son or daughter)* 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. (Government Code 12945.2; 29 USC 2611)

*Eligible employee* for FMLA and CFRA purposes 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. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 29 USC 2611; 29 CFR 825.110)

*Employee disabled by pregnancy* means a woman who, in the opinion of her health care provider, is unable because of pregnancy to perform any one or more of the essential

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or other persons; or who is suffering from severe "morning sickness" or needs to take time off for any pregnancy-related condition including, but not limited to, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy. (2 CCR 7291.2)

*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. (Government Code 12945.2; 2 CCR 7297.0; 29 USC 2611; 29 CFR 825.122)

*Serious health condition* means an illness, injury, impairment, or physical or mental condition that involves either of the following: (Government Code 12945.2; 29 USC 2611; 29 CFR 825.113-825.115)

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. Any period of incapacity due to pregnancy or for prenatal care under FMLA
  - 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 state law (Family Code 297.5), registered domestic partners have the same rights, protections, and benefits as spouses. In re Marriage Cases, the California Supreme Court ruled that the provision in Family Code 300 which limits the official designation of marriage to a union between a man and a woman violates the equal protection clause of the state constitution.

AR 4161.8(c)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

In addition, in United States v. Windsor, the U.S. Supreme Court held that the federal Defense of Marriage Act (1 USC 7) which defines marriage, for purposes of benefits under federal law, as a "union between a man and a woman," constituted a deprivation of the equal liberty of persons in violation of the Fifth Amendment to the U.S. Constitution. 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. In addition, for purposes of 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. (Family Code 297.5, 300; 2 CCR 7297.0; 29 CFR 825.122)

### **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 FMLA or CFRA leave to eligible employees for any of the following reasons: (Family Code 297.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

1. 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. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position

Note: Pursuant to 29 CFR 825.126, as amended by 78 Fed. Reg. 25, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, son, daughter, or parent who is a military member is on covered active duty during deployment to a foreign country. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: 29 CFR 825.127, as amended by 78 Fed. Reg. 25, has extended the military caregiver leave to family members of a covered veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date that the eligible employee takes FMLA leave to

AR 4161.8(d)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

care for the veteran. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

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

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. Pursuant to 2 CCR 7297.6, however, entitlements under PDL and CFRA are separate and distinct. An employee is entitled to up to four months of PDL prior to the birth of a child and up to 12 weeks of CFRA leave following the birth of the child. Additionally, pursuant to 2 CCR 7291.4, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant any pregnant female employee PDL during pregnancy, when she is disabled by pregnancy, childbirth, or any related medical condition. (Government Code 12945; 2 CCR 7291.4)

### **Terms of Leave**

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA 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. (Government Code 12945.2; 29 USC 2612)

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.**

~~**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: 2 CCR 7291.9, as amended by Register 2012, No. 48, clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For a part-time employee, four months shall be calculated on a proportional basis.

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

In addition, for each pregnancy, a female employee shall be entitled to PDL for the period of the disability not to exceed four months. (Government Code 12945; 2 CCR 7291.9)

Note: Leaves under CFRA and FMLA sometimes overlap and run concurrently so that total leave to which an employee is entitled would not be cumulative. For example, pursuant to Government Code 12945.2, CFRA leave for the birth of an employee's child would run concurrently with the employee's FMLA leave entitlement, thereby limiting it to 12 work weeks. However, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 7291.13, an employee may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks for the reason of the birth of her child, if the child has been born by this date (e.g., baby bonding), whether or not she or the child has a serious health condition or disability. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945, 12945.2; 2 CCR 7291.13, 7297.6)

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 leave for the 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. (2 CCR 7297.3; 29 USC 2612)

Note: The following optional paragraph is for use by districts that limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district. However, pursuant to 2 CCR 7297.1, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.

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, not married, or registered domestic partners. (Government Code 12945.2; 2 CCR 7297.1; 29 USC 2612)

### **Use/Substitution of Paid Leave**

Note: The district may require employees (Option 1) or give employees discretion (Option 2) to substitute paid leave or other negotiated unpaid time off for the family care and medical leave, so that the paid leave or unpaid time off and the 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

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

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:** An employee shall substitute his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district for any FMLA or CFRA leave not involving his/her own serious health condition or pregnancy disability. For the employee's PDL or FMLA or CFRA leave due to his/her own serious health condition, the employee shall use accrued sick leave pursuant to the collective bargaining agreement and/or Board policy and may use accrued vacation leave and other paid or unpaid time off at his/her option. (Government Code 12945, 12945.2; 2 CCR 7291.11; 29 USC 2612)

~~**OPTION 2:** During the period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, other accrued time off, or any other paid or unpaid time off negotiated with the district. (Government Code 12945, 12945.2; 2 CCR 7291.11; 29 USC 2612)~~

*(cf. 4141/4241 - Collective Bargaining Agreement)*  
*(cf. 4161/4261/4361 - Leaves)*  
*(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)*  
*(cf. 4261.1 - Personal Illness/Injury Leave)*

### **Intermittent Leave/Reduced Work or Leave Schedule**

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or 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, not to be greater than one hour. (2 CCR 7291.9, 7297.3; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of the medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 7291.8, 7297.3; 29 USC 2612)



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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

### **Request for Leave**

Note: Pursuant to 2 CCR 7291.17 and 7297.4, an employee is required to notify the district of the need to take PDL or family care and medical leave. However, for family care and medical leave, the employee need not specifically mention CFRA or FMLA. (*Faust v. California Portland Cement Company*)

An employee shall provide at least verbal notice sufficient to make the district aware of the need to take PDL or family care and medical leave and the anticipated timing and duration of the leave. (2 CCR 7291.17, 7297.4)

For family care and medical 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 family care and medical leave, if the need is foreseeable. 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."

Pursuant to 2 CCR 7291.17, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable. Districts that do not require 30 days advance notice should modify the following paragraph accordingly.

When the need for the PDL or family care and medical leave is foreseeable, the employee shall provide the district with at least 30 days advance notice before the leave. The employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 7291.17, 7297.4)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. (2 CCR 7291.17, 7297.4)

### **Certification of Health Condition**

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL or family care and medical 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.

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, 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. (2 CCR 7297.4; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 7297.0; 29 USC 2613)

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 the employee 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

Note: 2 CCR 7297.0 provides that the health care provider's certification need not identify the serious health condition involved, if the leave is for the care of the employee's child, parent, or spouse.

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#### **FAMILY CARE AND MEDICAL LEAVE (continued)**

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 on a reduced work or 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

In addition, at the employee's option, the certification may include a diagnosis identifying the serious health condition. (2 CCR 7297.0)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as there is no 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. (Government Code 12945.2; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 7291.17)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 7291.17)

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 7291.17)

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 PDL or 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)

If additional PDL or family care and medical 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 for the leave. (Government Code 12945.2; 2 CCR 7291.17; 29 USC 2613)

### **Fitness for Duty Certification/Release to Return to Work**

**Note:** 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. 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). In addition, 2 CCR 7291.17 has similar requirements when an employee is returning to work after a PDL. However, if the district's collective bargaining agreement governs the employee's return to work, the collective bargaining agreement shall supersede any policy requirements.

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the 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.

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

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**

Note: Pursuant to Government Code 12945.2, 2 CCR 7291.10, and 29 USC 2614, an employee on PDL or 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 PDL or 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. (Government Code 12945.2; 2 CCR 7291.10; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from family care and medical leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of 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)*

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 7291.10)

### **Maintenance of Benefits/Failure to Return from Leave**

During the period when an employee is on PDL or family care and medical leave, he/she

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

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. (Government Code 12945.2; 29 USC 2614)

For up to a maximum of four months for PDL or 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee 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 leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 7291.11; 29 USC 2614; 29 CFR 825.213)

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

In addition, during the period when an employee is on PDL or family care and medical leave, the employee 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 would 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; 2 CCR 7291.11)

## **Military Family Leave Resulting from Qualifying Exigencies**

Note: 29 USC 2611 and 2612 authorize 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, or is a servicemember of the regular Armed Forces on deployment to a foreign country. 29 CFR 825.100-825.800, as amended by 78 Fed. Reg. 25, made changes to the implementation of this FMLA leave as specified in the following optional section, including in the definition of "covered military member" which, pursuant to 29 CFR 825.126, is now "military member." 29 CFR 825.126 also clarifies the meaning of "covered active duty" as it relates to servicemembers in the National Guard or Reserves.

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 take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

An eligible employee may take up to 12 work weeks of unpaid leave during the 12-month period established by the district while a military member is on covered active duty or call to covered active duty status for one or more qualifying exigencies. (29 USC 2612; 29 CFR 825.126)

*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 in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Note: 29 CFR 825.126, as amended by 78 Fed. Reg. 25, has added parental care to the seven existing categories of "qualifying exigencies." 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 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 covered active duty or call to covered active duty status
3. Arrange childcare or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider

Note: 29 CFR 825.126, as amended by 78 Fed. Reg. 25, has increased the allowable qualifying exigency leave for reason of "rest and recuperation" from five to 15 days.

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

6. Spend time (up to 15 days of leave per instance) with a 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. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. 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, as amended by 78 Fed. Reg. 25, has expanded the list of information which a district may require an employee to provide, to include a copy of the military member's Rest and Recuperation leave order or other military-issued documentation that specifies the military member's 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. A form has been developed by DOL for this purpose and is available on its web site.

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 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 work or leave schedule basis. (29 CFR 825.302)

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 the 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.



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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

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 the section "Use/Substitution of Paid Leave" above, shall apply.

### **Military Caregiver Leave**

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a "single 12-month period." 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.

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 in a single 12-month period, 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)

*Covered servicemember* may be: (29 CFR 825.127)

1. A current 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
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

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)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

*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: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, as amended by 78 Fed. Reg. 25, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

*Serious injury or illness* means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and 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 and that is at least one of the following:
  - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
  - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
  - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

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, as amended by 78 Fed. Reg. 25, has expanded the definition of "authorized health care provider" for this purpose to include health care providers listed in 29 CFR 825.125 who are not affiliated with the Department of Defense or Department of Veterans Affairs and authorizes a district to require second and third opinions from such health care providers.

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 work or leave 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)

AR 4161.8(r)  
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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 military caregiver leave.

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 the section "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. 2 CCR 7291.16 contains similar notice requirements for PDL purposes. 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 PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA and 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. (2 CCR 7291.16, 7297.9; 29 USC 2619)

Note: Pursuant to 2 CCR 7291.17 and 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 the section entitled "Request for Leave" above. 2 CCR 7291.16 and 7297.4 specify that districts requiring such notice from employees must give them "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 7291.17, 7297.4)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

**FAMILY CARE AND MEDICAL LEAVE (continued)**

2. **Eligibility Notice:** When an employee requests leave, including PDL, 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. (2 CCR 7291.16; 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 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 the section entitled "Fitness for Duty Certification/Release to Return to Work" above.
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- 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 premium payments necessary 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

**FAMILY CARE AND MEDICAL LEAVE (continued)**

- 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

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 the sections entitled "Use/Substitution of Paid Leave" and "Fitness for Duty Certification/Release to 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. (29 CFR 825.300)

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)

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## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **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, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

*Legal Reference: (see next page)*

AR 4161.8(v)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **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*

12946 *Fair Employment and Housing Act: discrimination prohibited*

#### **CODE OF REGULATIONS, TITLE 2**

7291.2-7291.17 *Sex discrimination: pregnancy and related medical conditions*

7297.0-7297.11 *Family care leave*

#### **UNITED STATES CODE, TITLE 1**

7 *Definition of marriage*

#### **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**

*United States v. Windsor*, (2013) 699 F.3d 169

*Re Marriage Cases*, (2008) 43 Cal.4th 757

*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**

*The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947*

#### **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>



# **Center USD**

## **Administrative Regulation**

### **Family Care And Medical Leave**

**AR 4161.8**  
**Personnel**

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:
  - 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. (1 USC 7; 29 CFR 825.122; Family Code 297.5, 300; 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 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
- 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)

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)

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 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)

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 or not the parents are married, not married, or registered domestic partners. (29 USC 2612; Government Code 12945.2)

#### Use/Substitution of Paid Leave

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)

(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, 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**

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
  - 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

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)

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.

(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)

#### **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 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)

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
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)

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)

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**

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)

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
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

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)

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

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 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

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)

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)

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

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

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)

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

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>

Regulation      CENTER UNIFIED SCHOOL DISTRICT

approved: June 16, 2010      Antelope, California

**NONRESIDENT FOREIGN STUDENTS**

Note: The following optional administrative regulation is for use by any district that maintains grades 9-12 and which may wish to enroll a nonimmigrant foreign student who is in the United States on an F-1 visa. Pursuant to 8 USC 1184, an F-1 visa may be granted to enable a nonimmigrant student to attend public school in grades 9-12 for a maximum of one year. Pursuant to 8 CFR 214.3, any district that desires to enroll such students is required to file a petition for certification with the U.S. Department of Homeland Security's Student and Exchange Visitor Program (SEVP), using the Student Exchange Visitor Information System (SEVIS). The certification is renewable every two years. A web-based training course, "SEVIS Training for School Officials," is available on the U.S. Immigration and Customs Enforcement's web site.

This program is different from the international exchange program in which high school students from other countries are allowed into the United States to study at a sister or partner California school under the sponsorship of a government-approved agency. For information on the international exchange program, see BP/AR 6145.6 - International Exchange.

The Superintendent or designee shall, on behalf of the district, seek and obtain from the U.S. Department of Homeland Security's (DHS) Student and Exchange Visitor Program (SEVP) certification of eligibility to enroll nonimmigrant foreign students in district schools and recertification for the continuing eligibility of the district every two years. (8 CFR 214.3)

*(cf. 6145.6 - International Exchange)*

Note: Nonimmigrant students who are in the United States with an F-1 visa are, by definition, nonresidents. Pursuant to 8 USC 1184, such individuals are required to pay tuition in an amount equal to the unsubsidized per-student cost of providing education at the school for the period of the student's attendance. This requirement for payment of tuition may not be waived by the district and, according to the U.S. Department of State's publication, Foreign Students (F-1) in Public Schools, is applicable notwithstanding the fact that the student resides with a relative who is a U.S. citizen. Districts should make a reasonable estimate of the per-student cost of education when determining the tuition since no specific guidance has been provided for calculating the cost of attendance.

On a case-by-case basis, the Superintendent or designee may accept for admission into any of grades 9-12 any nonimmigrant foreign student with or seeking an F-1 visa. Any such student shall be admitted for a maximum of one year and shall pay the district the full, unsubsidized per-student cost of attendance at the school. (8 USC 1184)

*(cf. 5111.1 - District Residency)*

In determining whether to admit a student, the Superintendent or designee shall consider whether the following conditions exist: (8 CFR 214.3; 22 CFR 41.61)

1. A suitable program exists at the school the student has selected.
2. The student's English proficiency is sufficient for successful study at that school.

**NONRESIDENT FOREIGN STUDENTS (continued)**

3. Space is available at the school.
4. The student has provided proof of financial responsibility.

In addition to fulfilling all other requirements for school entry, the student shall submit evidence that he/she has been fully immunized in accordance with California law.

*(cf. 5141.31 - Immunizations)*

Note: Pursuant to 8 CFR 214.3, districts are required to comply with special recordkeeping requirements regarding nonimmigrant foreign students.

In accordance with law, the Superintendent or designee shall retain and, when required, report to DHS any records for nonimmigrant foreign students required for the operation of the SEVP. Upon request, he/she also shall furnish to DHS representatives other records maintained by the district for nonimmigrant foreign students. (8 CFR 214.3)

*(cf. 5125 - Student Records)*

The Superintendent or designee shall ensure that any individual dealing with enrollment of nonimmigrant foreign students is trained on the use of the Student Exchange Visitor Information System.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*Legal Reference: (see next page)*

## NONRESIDENT FOREIGN STUDENTS (continued)

### *Legal Reference:*

#### EDUCATION CODE

48050-48054 Nonresidents

#### UNITED STATES CODE, TITLE 8

1184 Foreign students

1372 Reporting requirements, nonimmigrant foreign students

#### CODE OF FEDERAL REGULATIONS, TITLE 8

214.3 Petition for school approval

214.4 Withdrawal of school approval

#### CODE OF FEDERAL REGULATIONS, TITLE 22

41.61 Students; academic and nonacademic

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

0319.97 Amendments to F-1 Student Visa Requirements, LO: 1-97

#### U.S. DEPARTMENT OF STATE PUBLICATIONS

Foreign Students (F-1) in Public Schools

#### WEB SITES

U.S. Department of Homeland Security, Student and Exchange Visitor Program:

<http://www.ice.gov/sevis>

U.S. Department of State: [http://travel.state.gov/visa/temp/types/types\\_1269.html#1](http://travel.state.gov/visa/temp/types/types_1269.html#1)

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>



# **Center USD**

## **Administrative Regulation**

### **Nonresident Foreign Students**

**AR 5111.2**  
**Students**

#### **Definitions**

**F-1 Visa Students:** An F-1 visa student is a nonimmigrant visa category intended for use by nonresident aliens whose primary purpose for visiting the United States is to study at an academic school. (8 USC 1184)

**J-1 Visa Students:** A J-1 visa student is a nonimmigrant exchange student who has come to the United States to study for a specific period of time under the sponsorship of a government approved agency. (8 USC 1184)

(cf. 6145.6 - International Exchange)

Nonimmigrant foreign students may be admitted to the United States for a temporary stay for the purpose of study.

(cf. 5111.1 - District Residency)

#### **F-1 Visa Students**

On a case-by-case basis, students with or seeking an F-1 visa designation shall be accepted for admission to district schools in grades 9-12.

(cf. 6200 - Adult Education)

In determining whether to admit the student, the Superintendent or designee shall consider whether the following conditions exist: (8 CFR 214.3, 22 CFR 41.61)

1. A suitable program exists at the school the student has selected
2. The student's English proficiency is sufficient for successful study at that school
3. Space is available
4. The student has provided proof of financial responsibility

In addition, the student shall also submit evidence that he/she has been fully immunized in accordance with California law.

(cf. 5141.31 - Immunizations)

A student shall be admitted for a maximum of one year. In addition, a student granted admission under this program shall pay the district the full, unsubsidized per-student cost of attendance at the secondary school. (8 USC 1184)

**Legal Reference:**

EDUCATION CODE

8050-48054 Nonresidents

UNITED STATES CODE, TITLE 8

1184 Foreign students

CODE OF FEDERAL REGULATIONS, TITLE 8

214.3 Petition for school approval

214.4 Withdrawal of school approval

CODE OF FEDERAL REGULATIONS, TITLE 22

41.61 Students; academic and nonacademic

**Management Resources:**

CDE LEGAL ADVISORIES

0319.97 Amendments to F-1 Student Visa Requirements, LO: 1-97

**Regulation**      **CENTER UNIFIED SCHOOL DISTRICT**

**approved: February 25, 1998 Antelope, California**

**FOOD ALLERGIES/SPECIAL DIETARY NEEDS**

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board desires to prevent students' exposure to foods to which they are allergic or intolerant and to provide for prompt and appropriate treatment in the event that a severe allergic reaction occurs at school.

The Superintendent or designee shall develop guidelines for the care of food-allergic students. Such guidelines shall include, but are not limited to, strategies for identifying students at risk for allergic reactions, avoidance measures, education of staff regarding typical symptoms, and actions to be taken in the event of a severe allergic reaction.

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 3554 - Other Food Sales)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 5030 - Student Wellness)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

Parents/guardians shall be responsible for notifying the Superintendent or designee, in writing, regarding any food allergies or other special dietary needs of their child in accordance with administrative regulation.

*(cf. 5125 - Student Records)*

Note: If a student's food allergy or food intolerance substantially limits one or more major life activities, the student may be considered "disabled" in accordance with Section 504 of the federal Rehabilitation Act (29 USC 794), even if he/she does not require services pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482). For Section 504 purposes, the definitions of "disability" and "substantially limits" contained in 42 USC 12102, as amended by the Americans with Disabilities Amendments Act of 2008, require that a determination of disability be made without regard to the ameliorative effects of mitigating measures. For example, if a student has a severe allergy that is managed through allergy shots, frequent hand washing, bringing a lunch from home, or other measures, he/she may still be considered disabled under Section 504 if the allergy would substantially limit a major life activity without those mitigating measures. The district would need to evaluate the student to determine if he/she has a disability and to develop an accommodation plan if necessary. See BP/AR 6164.6 - Identification and Education Under Section 504.

The U.S. Department of Education's Office for Civil Rights (OCR), in its January 2012 [Dear Colleague Letter](#) and accompanying [Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools](#), clarifies that under the new rules, many students with allergies would be considered to have a disability because their allergies are likely to

**FOOD ALLERGIES/SPECIAL DIETARY NEEDS (continued)**

substantially limit the major life activities of breathing and respiratory function without mitigating measures. Furthermore, an existing individualized health care plan may be insufficient if it does not comply with current Section 504 requirements for evaluation, placement, and procedural safeguards. Some regional offices of OCR have taken the position that a Section 504 plan is required because of the inherent danger that can result from an allergic reaction.

The types of accommodations that may be considered reasonable vary depending on the individual needs of the student and the severity of the allergy. The National School Boards Association's Legal and Practical Issues Relating to Accommodating Students with Peanut Allergies cites cases in which the accommodations imposed by administrative hearing officers ranged from providing an allergy-free table in the cafeteria to banning peanuts in a classroom.

~~When a student's food allergy or food intolerance substantially limits one or more major life activities, his/her parents/guardians shall be informed of the district's obligation to evaluate the student to determine if he/she requires accommodations pursuant to Section 504 of the federal Rehabilitation Act. The student shall be evaluated in accordance with law and the procedures specified in AR 6164.6 - Identification and Education Under Section 504. If that process results in the development of a Section 504 plan, the district shall provide the accommodations and/or aids and services identified in the plan.~~

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

~~(cf. 6164.6 - Identification and Education Under Section 504)~~

~~If a student's diet restrictions and needed services are addressed in an individualized education program (IEP), the Superintendent or designee shall ensure compliance with the IEP including any necessary food substitutions.~~

~~(cf. 6159 - Individualized Education Program)~~

Students with serious dietary needs that qualify as a disability under Section 504 of the federal Rehabilitation Act or the Individuals with Disabilities Education Act shall be provided reasonable accommodation or services, as appropriate, in accordance with his/her accommodation plan or individualized education program.

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Note: Section 504 and other federal and state laws prohibit discrimination on the basis of disability. If an allergic student is determined to be "disabled" as discussed above, he/she is entitled to protection under the nondiscrimination provisions of Section 504, even if he/she does not need any special education or related services as a result of the allergy. In addition, Education Code 234.1 requires districts to adopt a process for receiving and investigating student complaints involving discrimination, harassment, intimidation, and bullying based on specified characteristics, including disability; see AR 1312.3 - Uniform Complaint Procedures.

Students shall not be excluded from school activities nor otherwise discriminated against, harassed, intimidated, or bullied because of their food allergy.

**FOOD ALLERGIES/SPECIAL DIETARY NEEDS (continued)**

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

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

Any complaint of alleged noncompliance with this policy shall be addressed through appropriate district complaint procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 3555 - Nutrition Program Compliance)*

The district's food services program may, but is not required to, accommodate individual student preferences or diets that are not supported by a statement from the student's health care provider.

*Legal Reference: (see next page)*

## **FOOD ALLERGIES/SPECIAL DIETARY NEEDS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

234.1 Prohibition against discrimination, harassment, intimidation, and bullying

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49423 Administration of prescribed medication for student

#### CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

15562 Reimbursement for meals, substitutions

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

#### UNITED STATES CODE, TITLE 29

701-795a Rehabilitation Act, including:

794 Rehabilitation Act of 1973, Section 504

#### UNITED STATES CODE, TITLE 42

1751-1769h National School Lunch Program

1771-1791 Child nutrition, especially:

1773 School Breakfast Program

12101-12213 Americans with Disabilities Act

#### CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

225.16 Meal programs, individual substitutions

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Training Standards for the Administration of Epinephrine Auto-Injectors*, December 2004

#### FOOD ALLERGY RESEARCH AND EDUCATION PUBLICATIONS

*School Guidelines for Managing Students with Food Allergies*

#### NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*Legal and Practical Issues Relating to Accommodating Students with Peanut Allergies*, Inquiry and Analysis, April 2009

#### U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

*Accommodating Children with Special Dietary Needs in the School Nutrition Programs: Guidance for School Food Service Staff*, 2001

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

*Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools*, January 2012

#### WEB SITES

California Department of Education, Health Services: <http://www.cde.ca.gov/ls/he/hn>

Food Allergy Research and Education: <http://www.foodallergy.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

# **Center USD**

## **Board Policy**

### **Food Allergies/Special Dietary Needs**

**BP 5141.27**

#### **Students**

The Governing Board desires to prevent exposure of students to foods to which they are allergic and to provide for prompt and appropriate treatment in the event that a severe allergic reaction occurs at school.

The Superintendent or designee shall develop guidelines for the care of food-allergic students. Such guidelines shall include, but not be limited to, strategies for identifying students at risk for allergic reactions, avoidance measures and other means to manage allergies, education of staff regarding typical symptoms, and actions to be taken in the event of a severe allergic reaction.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

Parents/guardians shall be responsible for notifying the Superintendent or designee, in writing, regarding any food allergies or other special dietary needs of their child in accordance with administrative regulation.

(cf. 5125 - Student Records)

Students with serious dietary needs that qualify as a disability under Section 504 of the federal Rehabilitation Act or the Individuals with Disabilities Education Act shall be provided reasonable accommodation or services, as appropriate, in accordance with his/her accommodation plan or individualized education program.

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Students shall not be excluded from school activities based solely on their food allergy.

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

**Legal Reference:**

**EDUCATION CODE**

49407 Liability for treatment  
49408 Emergency information  
49414 Emergency epinephrine auto-injectors  
49423 Administration of prescribed medication for student  
CODE OF REGULATIONS, TITLE 5  
600-611 Administering medication to students  
15562 Reimbursement for meals, substitutions  
UNITED STATES CODE, TITLE 20  
1232g Family Educational Rights and Privacy Act of 1974  
1400-1482 Individuals with Disabilities Education Act  
UNITED STATES CODE, TITLE 29  
701-795a Rehabilitation Act, including:  
794 Rehabilitation Act of 1973, Section 504  
UNITED STATES CODE, TITLE 42  
1751-1769h National School Lunch Program  
1771-1791 Child nutrition, especially:  
1773 School Breakfast Program  
CODE OF FEDERAL REGULATIONS, TITLE 7  
210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program  
225.16 Meal programs, individual substitutions

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004

**FOOD ALLERGY AND ANAPHYLAXIS NETWORK (FAAN) PUBLICATIONS**

School Guidelines for Managing Students with Food Allergies

**U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS**

Accommodating Children with Special Dietary Needs in the School Nutrition Programs:

Guidance for School Food Service Staff, Fall 2001

**WEB SITES**

American Dietetic Association: <http://www.eatright.org>

American School Food Service Association: <http://www.asfsa.org>

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn>

Food Allergy and Anaphylaxis Network: <http://www.foodallergy.org>

International Food Information Council: <http://ific.org>

National School Boards Association, School Health Programs: <http://www.nsba.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: June 20, 2007      Antelope, California



## **FOOD ALLERGIES/SPECIAL DIETARY NEEDS**

### **Definitions**

Special dietary needs include food intolerances, allergies, and other medical needs that may require avoidance of specific foods.

Food allergies are abnormal responses of the body's immune system to certain foods or ingredients.

Anaphylaxis is a potentially life-threatening hypersensitivity to a substance and may be caused by a food allergy. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

In severe cases, anaphylaxis may result in lowered blood pressure, loss of consciousness, or even death. Symptoms typically appear immediately after exposure to a certain food or substance but in rare cases may occur after a few hours.

Epinephrine auto-injector is a disposable drug delivery system with a spring-activated concealed needle that is designed for emergency administration of epinephrine to persons suffering a potentially fatal reaction to anaphylaxis. (Education Code 49414)

### **Notification by Parent/Guardian**

If their child has a known food allergy, the parents/guardians shall notify the Superintendent or designee, in writing, and provide written medical documentation, signed by a physician, that describes the nature of the student's condition, instructions, and necessary medications. If the food allergy requires food substitutions or modifications in school meals, the written statement shall also describe the specific foods to be restricted and the foods that should be substituted.

### **Prevention**

To minimize students' exposure to foods to which they are allergic, the Superintendent or designee shall, at a minimum, implement the following preventive measures:

#### **1. Notification to District Staff**

When notified by the parent/guardian that a student has a food allergy, the Superintendent or designee shall inform the student's principal, teacher(s), bus driver, school nurse, coach, substitute teacher, and/or any other personnel responsible for supervising the student.

The principal or designee shall notify substitute staff of any students with known food allergies and the school's response plan.

*(cf. 5125 - Student Records)*

## **2. Food Services**

The district's food services program shall make food substitutions in breakfasts, lunches, and after-school snacks when students are considered to have a disability under Section 504 of the federal Rehabilitation Act of 1973 that restricts their diet and when a ~~physician~~ health care provider has signed a statement of need that includes recommended alternate foods. (7 CFR 210.10, 220.8)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3554 - Other Food Sales)*

*(cf. 5030 - Student Wellness)*

Substitutions may be made on a case-by-case basis for students who do not have a disability under Section 504 but who cannot consume the regular breakfast, lunch, or after-school snack because of medical or other special dietary needs, when supported by a statement of need signed by a ~~recognized medical authority~~ health care provider. (7 CFR 210.10, 220.8, 225.16)

The district's food services staff shall check food labels or specifications to ensure that foods do not contain traces of substances to which the student is allergic.

Under no circumstances shall food services staff prescribe nutritional requirements or revise a diet order prescribed by a physician.

Food substitutions shall not result in any additional cost to the student.

## **3. Class Parties/School Activities**

Without identifying the student, the principal or teacher may notify parents/guardians of other students in the class that a student is allergic to a specific food and may request that the food not be provided at class parties or other school events.

Whenever the ingredients in any food served at class parties or other school activities are unknown, the student shall be encouraged to avoid the food.

## **4. Sanitation and Cleaning**

To avoid spreading allergens, cafeteria tables and classroom surfaces shall be cleaned with a fresh cloth or disposable paper towels and cleaning products known to effectively remove food proteins, excluding waterless cleaners or instant hand sanitizers that do not involve a wet-wash step. Cross-contact from a sponge or cloth used to clean allergen-containing tabletops shall be avoided.

Staff shall use and promote hand-washing using soap and water before and after food handling.

Students shall be notified that exchanging meals or utensils is prohibited.

## 5. Professional Development

Schoolwide professional development shall be provided to appropriate staff on the identification and management of food allergies, including avoidance measures, typical symptoms, the proper use of epinephrine auto-injectors, documentation and storage of medication, and emergency drills.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

## 6. Supervision of Students

When available, staff who are trained and knowledgeable about symptoms of anaphylaxis and actions to take in an emergency shall provide supervision in the classroom and cafeteria and on the playground whenever students known to have a food allergy are on school grounds.

## 7. Health Education

The district's health education curriculum may include instruction on food allergies in order to assist food-allergic students in taking responsibility for monitoring their diet and to teach other students about the dangers of sharing foods or utensils with others.

*(cf. 6142.8 - Comprehensive Health Education)*

## Emergency Response

Epinephrine auto-injectors or other medicine provided for use in the event of an anaphylactic shock reaction shall be stored and used in accordance with law and BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions.

*(cf. 4119.43 - Universal Precautions)*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

In addition, staff shall call 911 and seek immediate medical attention for a student experiencing an anaphylactic shock reaction.

*(cf. 5141 - Health Care and Emergencies)*

As soon as possible, school staff shall contact the student's parents/guardians or other person identified as an emergency contact.

When a student with a known allergy will be off school grounds, such as on a field trip, he/she shall be accompanied by a kit containing at least two doses of epinephrine, other medications as noted by the student's health care provider, and, as appropriate, the student's individualized food allergy plan.

# **Center USD**

## **Administrative Regulation**

### **Food Allergies/Special Dietary Needs**

**AR 5141.27**  
**Students**

#### **Definitions**

Special dietary needs include food intolerances, allergies, and other medical needs that may require avoidance of specific foods.

Food allergies are abnormal responses of the body's immune system to certain foods or ingredients.

Anaphylaxis is a potentially life-threatening hypersensitivity to a substance and may be caused by a food allergy. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

In severe cases, anaphylaxis may result in lowered blood pressure, loss of consciousness, or even death. Symptoms typically appear immediately after exposure to a certain food or substance but in rare cases may occur after a few hours.

Epinephrine auto-injector is a disposable drug delivery system with a spring-activated concealed needle that is designed for emergency administration of epinephrine to persons suffering a potentially fatal reaction to anaphylaxis. (Education Code 49414)

#### **Notification by Parent/Guardian**

If their child has a known food allergy, the parents/guardians shall notify the Superintendent or designee, in writing, and provide written medical documentation, signed by a physician, that describes the nature of the student's condition, instructions, and necessary medications. If the food allergy requires food substitutions or modifications in school meals, the written statement shall also describe the specific foods to be restricted and the foods that should be substituted.

#### **Prevention**

To minimize students' exposure to foods to which they are allergic, the Superintendent or designee shall, at a minimum, implement the following preventive measures:

1. Notification to District Staff

When notified by the parent/guardian that a student has a food allergy, the Superintendent or designee shall inform the student's principal, teacher(s), bus driver, school nurse, coach, substitute teacher, and/or any other personnel responsible for supervising the student.

The principal or designee shall notify substitute staff of any students with known food allergies and the school's response plan.

(cf. 5125 - Student Records)

## **2. Food Services**

The district's food services program shall make food substitutions in breakfasts, lunches, and after-school snacks when students are considered to have a disability under Section 504 of the federal Rehabilitation Act of 1973 that restricts their diet and when a physician has signed a statement of need that includes recommended alternate foods. (7 CFR 210.10, 220.8)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

Substitutions may be made on a case-by-case basis for students who do not have a disability under Section 504 but who cannot consume the regular breakfast, lunch, or after-school snack because of medical or other special dietary needs, when supported by a statement of need signed by a recognized medical authority. (7 CFR 210.10, 220.8, 225.16)

The district's food services staff shall check food labels or specifications to ensure that foods do not contain traces of substances to which the student is allergic.

Under no circumstances shall food services staff prescribe nutritional requirements or revise a diet order prescribed by a physician.

Food substitutions shall not result in any additional cost to the student.

## **3. Class Parties/School Activities**

Without identifying the student, the principal or teacher may notify parents/guardians of other students in the class that a student is allergic to a specific food and may request that the food not be provided at class parties or other school events.

Whenever the ingredients in any food served at class parties or other school activities are unknown, the student shall be encouraged to avoid the food.

## **4. Sanitation and Cleaning**

To avoid spreading allergens, cafeteria tables and classroom surfaces shall be cleaned with a fresh cloth or disposable paper towels and cleaning products known to effectively remove food proteins, excluding waterless cleaners or instant hand sanitizers that do not involve a wet-wash step. Cross-contact from a sponge or cloth used to clean allergen-containing tabletops shall be avoided.

Staff shall use and promote hand-washing using soap and water before and after food handling.

Students shall be notified that exchanging meals or utensils is prohibited.

#### **5. Professional Development**

Schoolwide professional development shall be provided to appropriate staff on the identification and management of food allergies, including avoidance measures, typical symptoms, the proper use of epinephrine auto-injectors, documentation and storage of medication, and emergency drills.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

#### **6. Supervision of Students**

Staff who are trained and knowledgeable about symptoms of anaphylaxis and actions to take in an emergency shall provide supervision in the classroom and cafeteria and on the playground whenever students known to have a food allergy are on school grounds.

#### **7. Health Education**

The district's health education curriculum may include instruction on food allergies in order to assist food-allergic students in taking responsibility for monitoring their diet and to teach other students about the dangers of sharing foods or utensils with others.

(cf. 6142.8 - Comprehensive Health Education)

#### **Emergency Response**

Epinephrine auto-injectors or other medicine provided for use in the event of an anaphylactic shock reaction shall be stored and used in accordance with law and BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions.

(cf. 4119.43 - Universal Precautions)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

In addition, staff shall call 911 and seek immediate medical attention for a student experiencing an anaphylactic shock reaction.

(cf. 5141 - Health Care and Emergencies)

As soon as possible, school staff shall contact the student's parents/guardians or other person identified as an emergency contact.

Regulation      CENTER UNIFIED SCHOOL DISTRICT

approved: June 20, 2007      Antelope, California

**YEAR-ROUND SCHEDULES**

Note: The following optional policy is for use by districts that operate or are considering the establishment of a year-round calendar in one or more schools, as authorized by Education Code 37610. Like schools on traditional calendar, year-round schools can have 180 days of instruction. However, they maintain a different pattern of instruction and vacations than schools on traditional calendar. While traditional calendar schools have nine months of instruction and three months of vacation during the summer, year-round schools operate on shorter blocks of time for instruction and vacation, such as 60 days of instruction followed by 20 days of vacation. Some year-round schools operate a "multitrack" plan as defined in Education Code 17017.7. Such a program is designed to increase the enrollment capacity of the school by dividing the student body and staff into groups or tracks (usually three to five groups) and rotating attendance so that, at any time during the school year, at least one group or track is on vacation while the other groups are attending school.

Pursuant to Education Code 37693, the multitrack year-round program whereby a school operates on a three-track year-round calendar, with each track offering as few as 163 days of instruction per school year (Concept 6 program), has been eliminated.

The Governing Board believes that a year-round school schedule could benefit the district and its students by providing continuous instruction and reducing learning loss in students over extended vacations, allowing timely interventions to improve academic achievement, and alleviating overcrowding in schools through efficient use of school facilities. The Board shall consider the feasibility of establishing year-round schedules based on current and projected enrollments, facilities needs, and instructional needs.

*(cf. 6111 - School Calendar)*

*(cf. 7110 - Facilities Master Plan)*

Before approving a year-round program in any district school, the Board shall consult in good faith, in an effort to reach agreement with certificated and classified employees of the school, parents/guardians of students who would be affected by the change, and the community at large. Such consultation shall include at least one public hearing. (Education Code 37616)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 4143/4243 - Negotiations/Consultation)*

*(cf. 9320 - Meetings and Notices)*

When the Board is considering a year-round schedule for any school, the Superintendent or designee shall submit to the Board a comprehensive proposal that, at a minimum, shall address the schedule to be operated, the number of tracks the school will have, any needed facilities modifications, a communications system for notifying off-track families of school activities and developments, and how the ethnic and socioeconomic composition of the school will be maintained within each track.

If the Board determines to operate a year-round program in a manner that would require any student to enroll, the Superintendent or designee shall publish, not later than November 1 of



## **YEAR-ROUND SCHEDULES (continued)**

the school year preceding the commencement of the program, notice of the district's intention to operate the program. Such notice shall be published in a newspaper of general circulation within the district, or if there is no such newspaper, then in any newspaper of general circulation that is regularly circulated in the district. The notice shall be published once each week for three successive weeks or, if the newspaper is regularly published once a week or more often, at least three times with at least five days intervening between the respective publication dates not counting the publication dates. (Education Code 37611)

*(cf. 5116.1 - Intradistrict Open Enrollment)*

Note: Pursuant to Education Code 37612, after the district has published the above notice, residents may request that the school not establish such a schedule by presenting a petition to the County Superintendent of Schools. This petition must be signed by at least 25 percent of the registered voters of the district and be submitted no later than December 10 of the year in which the notice is given. If the County Superintendent finds the petition to be sufficient as required by law, he/she will order a proposition to be placed upon the ballot of the appropriate election as provided in Education Code 37613. Irrespective of whether or not a petition is presented, the Board may request that an election be called and conducted.

On the Board's order, or upon a sufficient petition by the public to the County Superintendent of Schools after the above notice of intention is given by the district, an election shall be called to determine whether to permit a year-round program to be operated. (Education Code 37612)

Note: Education Code 37620 and 41420 establish 175 days of instruction as the minimum requirement to receive full average daily attendance reimbursement. Districts have the ability to increase to 180 days of instruction with longer day or year incentives pursuant to Education Code 46200-46206. The following paragraph provides for 180 days of instruction. Districts that provide fewer than 180 days should modify the following paragraph accordingly.

Each year-round school shall offer 180 days of instruction per school year, except for any school year in which the district and employee organization(s) agree to have fewer days of instruction pursuant to the authorization in Education Code 46201.2. (Education Code 37620)

*(cf. 1431 - Waivers)*

*(cf. 6112 - School Day)*

Each school operating on a year-round schedule shall be closed for all students and employees on regular school holidays. (Education Code 37619)

*(cf. 6115 - Ceremonies and Observances)*

## **YEAR-ROUND SCHEDULES (continued)**

The Superintendent or designee shall annually submit a report to the Board regarding each district school operating a year-round schedule. The report shall include results of the school's academic assessments and how they compare with those of other schools, necessary facilities maintenance or repairs, and costs incurred or saved on account of operating a year-round schedule at the school.

*(cf. 0500 - Accountability)*

*(cf. 0510 - School Accountability Report Card)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 3517 - Facilities Inspection)*

### **Assignment to Year-Round Tracks**

The Superintendent or designee shall establish an unbiased process for determining assignment of students to tracks based on the following criteria:

1. Students of the same family shall be placed in the same group or track unless one or more of such students are enrolled in a special education class or unless the parent/guardian requests that the students be placed in different groups. (Education Code 37617)

Note: Item #2 below lists <b>optional</b> criteria for assigning students to tracks and may be revised to reflect district practice.
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2. Assignment based on ability level shall be minimized except when necessary to accommodate special education needs or other specialized programs.

*(cf. 6159 - Individualized Education Program)*

*(cf. 6172 - Gifted and Talented Student Program)*

After assignment based on the above priorities, remaining students shall be chosen on a lottery basis when the number of students requesting a particular track exceeds spaces available. Second preferences shall be accommodated to the extent possible.

The Superintendent or designee shall give parents/guardians adequate notice regarding their child's schedule.

Note: The following paragraph is <b>optional</b> and may be modified to reflect district practice. In its <u>Year-Round Education Program Guide</u> , the California Department of Education lists an appeal process among track assignment considerations for implementing a year-round educational program.
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Any parent/guardian who is dissatisfied with the track assignment of his/her child may appeal the assignment to the Superintendent or designee within five business days, stating

## YEAR-ROUND SCHEDULES (continued)

why a different track is more appropriate for his/her child. The Superintendent or designee shall respond to the parent/guardian within five business days. The Superintendent's decision shall be final.

Once students are assigned to a track, priority shall be placed on keeping students on the same track each year unless the parent/guardian requests a change.

### *Legal Reference:*

#### EDUCATION CODE

- 17017.5 Approval of applications; year-round education program*
- 17017.6 Substantial enrollment, high school districts*
- 17017.7 Priority for funding new construction*
- 17071.40 Exemption from increase in school building capacity*
- 17088.3 Qualifications for lease; submission of year-round multitrack educational program study*
- 37202 Equity length of term, exceptions*
- 37220-37223 Saturdays and holidays*
- 37600-37644 Continuous school programs*
- 37670-37672 Multi-track year round scheduling*
- 41420 Minimum number of instructional days per year*
- 42250.1 Funding for air conditioning*
- 46200-46206 Incentives for longer instructional day and year*
- CODE OF REGULATIONS, TITLE 5
- 855 Testing period*
- 884 Primary language testing period*
- 14030 School housing standards for multitrack programs*

### *Management Resources:*

#### WEB SITES

- California Department of Education, Multitrack Year-Round Education:*  
*<http://www.cde.ca.gov/ls/fa/yr>*
- National Association for Year-Round Education: <http://www.nayre.org>*

# **Center USD**

## **Board Policy**

### **Year-Round Schedules**

**BP 6117**  
**Instruction**

The Governing Board believes that a year-round school schedule can reduce loss of student learning over vacations as well as enable the district to address overcrowding in schools through the more efficient use of school facilities. The feasibility of establishing year-round schedules shall be considered as the Board monitors current and projected enrollments, facilities needs, and instructional needs.

(cf. 6111 - School Calendar)  
(cf. 7110 - Facilities Master Plan)

Before approving a year-round program in any district school, the Board shall consult with certificated and classified employees of the school, parents/guardians of students who would be affected by the change, and the community at large. Such consultation shall include at least one public hearing. (Education Code 37616)

The Superintendent or designee shall develop a year-round schedule for any school selected or approved by the Board for year-round schedule. The schedule shall specify the number of tracks or groups into which students and staff shall be divided and the number and length of instructional and vacation periods.

#### **Assignment to Year-Round Tracks**

The Superintendent or designee shall establish an unbiased process for determining assignment of students to tracks based on the following criteria:

1. Students of the same family shall be placed in the same group or track unless one or more of such students are enrolled in a special education class or unless the parent/guardian requests that the students be placed in different groups. (Education Code 37617)

(cf. 6159 - Individualized Education Program)

2. Assignment based on ability level shall be minimized except when necessary to accommodate special education needs or other specialized programs.

(cf. 6172 - Gifted and Talented Student Program)

After assignment based on the above priorities, remaining students shall be chosen on a

lottery basis when the number of students requesting a particular track exceeds spaces available. Second preferences shall be accommodated to the extent possible.

The Superintendent or designee shall give parents/guardians adequate notice regarding their child's schedule.

Once students are assigned to a track, priority shall be placed on keeping students on the same track each year unless the parent/guardian requests a change.

**Legal Reference:**

**EDUCATION CODE**

17017.5 Approval of applications; year-round education program

17017.6 Substantial enrollment, high school districts

17017.7 Priority for funding new construction

17071.40 Exemption from increase in school building capacity

17088.3 Qualifications for lease; submission of year-round multitrack educational program study

37202 Equity length of term, exceptions

37220-37223 Saturdays and holidays

37600-37644 Continuous school programs

37670-37672 Multi-track year round scheduling

37680-37695 Concept 6 class scheduling

41420 Minimum number of instructional days per year

42250.1 Funding for air conditioning

42260-42269 Year-Round School Grant Program

46200-46206 Incentives for longer instructional day and year

**CODE OF REGULATIONS, TITLE 5**

855 Testing period

884 Primary language testing period

14030 School housing standards for multitrack programs

**Management Resources:**

**WEB SITES**

California Department of Education, Multitrack Year-Round Education:

<http://www.cde.ca.gov/ls/fa/yr>

National Association for Year-Round Education: [http:// www.nayre.org](http://www.nayre.org)

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: March 2, 2005      Antelope, California

# Delete

## **Center USD**

### **Administrative Regulation**

#### **Year-Round Schedules**

**AR 6117**  
**Instruction**

All students enrolled in a year-round program shall attend school for a minimum of 175 days during the academic year. (Education Code 37620)

(cf. 6111 - School Calendar)  
(cf. 6112 - School Day)

Each school operating on a year-round schedule shall be closed for all students and employees on regular school holidays. (Education Code 37619)

(cf. 6115 - Ceremonies and Observances)

#### **Notice of Intent to Establish Year-Round Program**

If the Governing Board determines to operate a year-round program in a manner that would require any student to enroll, the Superintendent or designee shall publish, not later than November 1 of the school year preceding the commencement of the program; notice of the district's intention to operate such a program. Such notice shall be published in a newspaper of general circulation within the district, or if there is no such newspaper, then in any newspaper of general circulation that is regularly circulated in the district. The notice shall be published once each week for three successive weeks or, if the newspaper is regularly published once a week or more often, at least three times with at least five days intervening between the respective publication dates not counting the publication dates. (Education Code 37611)

(cf. 5116.1 - Intradistrict Open Enrollment)

**Regulation      CENTER UNIFIED SCHOOL DISTRICT**  
**approved: March 2, 2005      Antelope, California**

**USE OF COPYRIGHTED MATERIALS**

Note: 17 USC 106 grants a copyright owner the exclusive rights to reproduce, distribute, make derivative works of, publicly perform, or publicly display the copyrighted work or to authorize others to do so. The district should be aware that materials subject to copyright protection need not be registered with the U.S. Copyright Office to be subject to federal intellectual property protection.

However, pursuant to 17 USC 107, "fair use" (i.e., the reproduction of limited portions of copyrighted materials without the copyright owner's permission) is allowed for such purposes as criticism, comment, news reporting, teaching, scholarship, or research. Factors to be included in determining whether a particular use constitutes "fair use" include: (1) the purpose and character of the use, including whether the use is of a commercial nature or is for nonprofit educational purposes; (2) the nature of the copyrighted work; (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and (4) the effect of the use upon the potential market for or value of the copyrighted work. In Campbell v. Acuff-Rose Music, Inc. and Cambridge University Press et al. v. Becker et al., the courts reaffirmed that the four factors must be weighed together, not in isolation, on a case-by-case basis and that 17 USC 107 does not exclude consideration of other factors.

Other exceptions exist for schools, including library reproduction and archiving (17 USC 108); first sale (17 USC 109); and classroom performance, display, and distance education (17 USC 110). In addition, materials that are in the "public domain" (i.e., materials that are ineligible for copyright or have an expired copyright) may be freely used. Determination of whether a material is in the public domain depends on the date of the original copyright and other factors; see the U.S. Copyright Office web site and University of California Copyright Education web site.

Because of the complexity of these laws, the district should consult with legal counsel as necessary.

The Governing Board recognizes that district staff and students may use a variety of copyrighted materials in the educational program and other district operations. When such materials have not been purchased by the district for the intended use, the Board expects staff and students to respect the protections afforded by federal law to the copyright owners of those materials and respect any limitations by the copyright holder to the license of such materials.

(cf. 1113 - District and School Web Sites)  
(cf. 1114 - District-Sponsored Social Media)  
(cf. 4040 - Employee Use of Technology)  
(cf. 4119.21/4219.21/4319.21 - Professional Standards)  
(cf. 4132/4232/4332 - Publication or Creation of Materials)  
(cf. 5131.9 - Academic Honesty)  
(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6163.1 - Library Media Centers)

Note: Pursuant to 17 USC 102, copyright protection exists for works in the categories listed below and applies to works in "any tangible medium of expression, now known or later developed." Thus, most works available on the Internet or distributed electronically are protected by copyright, including images, text, logos, software, sounds, movie clips, email, and postings to newsgroups. Like other works, material found on the Internet may not be copied unless permission is given by the copyright holder or the use conforms to a recognized exception, such as "fair use" as described above.

## **USE OF COPYRIGHTED MATERIALS (continued)**

Any literary, musical, dramatic, choreographic, pictorial, graphic, sculptural, audiovisual or motion picture, sound, architectural, or other original work shall be assumed to be a copyrighted work, regardless of whether the work appears in print, audio, video, electronic, or other fixed and tangible form.

Before reproducing a copyrighted material for instructional or other district purposes, a staff member shall determine if the material is in the public domain or if the intended use of the material meets the criteria for fair use or another exception pursuant to 17 USC 107-122. If the material is not in the public domain or no recognized exception applies, the staff member shall seek permission of the copyright holder before using the material.

The Superintendent or designee shall inform staff that inclusion of an attribution citing the author and source of a copyrighted material does not absolve the staff member from the responsibility to either obtain permission or satisfy criteria for fair use or another exception.

If a staff member is uncertain as to whether the intended use of the material meets the criteria for fair use or another exception, he/she shall take the safest course and seek permission from the copyright holder to use the material or, if it is impracticable to obtain permission, shall contact the Superintendent or designee for clarification and assistance.

Students shall not copy or distribute copyrighted works to others. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3312 - Contracts)*

*(cf. 6163.4 - Student Use of Technology)*

Note: The following optional paragraph may be revised to reflect district practice. Among the factors considered by the court in Cambridge University Press et al. v. Becker et al. was the extent to which faculty had been trained in implementation of the university's copyright policy. Although the university had offered a one-hour training, it was perceived as voluntary and some faculty who were later accused of copyright infringement had not attended the session.

The Superintendent or designee shall ensure that staff and students receive information and training about copyright laws and the penalties for violating such laws.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*Legal Reference: (see next page)*



## USE OF COPYRIGHTED MATERIALS (continued)

### *Legal Reference:*

#### EDUCATION CODE

35182 Computer software

#### UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright, especially:

102 Definitions

106 Copyright protection

107 Fair use of copyrighted works

110 Limitations on exclusive rights: Exemption of certain performances and displays

504 Penalties for copyright infringement

#### COURT DECISIONS

Cambridge University Press et al. v. Becker et al. (N.D. Ga. 2012) 863 F.Supp.2d 1190

Campbell v. Acuff-Rose Music, Inc., (1994) 510 U.S. 569

Marcus v. Rowley, (9th Cir., 1982) 695 F.2d 1171

### *Management Resources:*

#### NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Copyright Law: Do Schools Need a License to Show a Movie?, School Law Review, July 2010

#### U.S. COPYRIGHT OFFICE PUBLICATIONS

Circular 21: Reproduction of Copyrighted Works by Educators and Librarians, rev. 2009

Circular 22: How to Investigate the Copyright Status of a Work, rev. 2013

Circular 23: The Copyright Card Catalog and the Online Files of the Copyright Office, rev. 2012

#### WEB SITES

Copyright Society of the USA: <http://www.csusa.org>

National School Boards Association: <http://www.nsba.org>

University of California, Copyright Education:

<http://copyright.universityofcalifornia.edu/usingcopyrightedworks.html>

U.S. Copyright Office: <http://www.copyright.gov>

# **Center USD**

## **Board Policy**

### **Use Of Copyrighted Materials**

**BP 6162.6**

#### **Instruction**

The Governing Board recognizes the importance of ensuring that the district complies with federal law regarding copyrights. District staff and students are expected to maintain the highest ethical standards in using copyrighted materials.

(cf. 1113 - District and School Web Sites)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 6163.1 - Library Media Centers)

When selecting appropriate supplementary instructional materials, it is each staff member's responsibility to adhere to the provisions of federal copyright law, Board policy, and administrative regulation. The district shall not be responsible for any violation of copyright laws by its staff or students. If a staff member is uncertain as to whether reproducing or using copyrighted material complies with the law, he/she shall contact the Superintendent or designee for clarification and assistance. At no time shall it be necessary for a district employee to violate copyright laws in order to perform his/her duties.

(cf. 4040 - Employee Use of Technology)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

(cf. 6161 - Equipment, Books and Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

The Superintendent or designee shall ensure that the district observes all publisher licensing agreements between vendors and the district, including monitoring the number of users

permitted by an agreement. Unless the applicable licensing agreement authorizes multiple users of a single program, the district shall not make multiple copies of a computer program or software. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.

(cf. 0440 - District Technology Plan)

(cf. 3300 - Expenditures and Purchases)

(cf. 3312 - Contracts)

(cf. 6163.4 - Student Use of Technology)

The legal, ethical and practical problems caused by plagiarism should be taught in all of the schools in Center Unified School District.

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

**Legal Reference:**

**EDUCATION CODE**

35182 Computer software

**UNITED STATES CODE, TITLE 17**

101-122 Subject matter and scope of copyright, especially:

102 Definitions

107 Fair use

110 Limitations on exclusive rights: Exemption of certain performances and displays

**COURT DECISIONS**

Marcus v. Rowley, (9th Cir., 1982) 695 F.2d 1171

**Management Resources:**

**U.S. COPYRIGHT OFFICE PUBLICATIONS**

Circular 21: Reproduction of Copyrighted Works by Educators and Librarians, 1995

**WEB SITES**

Copyright Clearance Center: <http://www.copyright.com>

Copyright Society of the USA: <http://www.csusa.org>

U.S. Copyright Office: <http://www.copyright.gov>

**Policy CENTER UNIFIED SCHOOL DISTRICT**

adopted: October 15, 2008 Antelope, California

**USE OF COPYRIGHTED MATERIALS**

Note: Pursuant to 17 USC 101-122, district staff must seek permission from the copyright owner to reproduce and distribute a copyrighted work, except when the material is in the public domain or the use meets the criteria for an exception specified in 17 USC 107-122. Exceptions applicable to schools include "fair use" (17 USC 107); library reproduction and archiving (17 USC 108); first sale (17 USC 109); and classroom performance, display, and distance education (17 USC 110).

Prior to reproducing, distributing, displaying, posting, performing, or otherwise using a copyrighted material for an instructional purpose or in the course of other district business, district staff shall determine whether it is necessary to request permission of the copyright holder. Unless the staff member is reasonably certain that the material is in the public domain or the intended use meets the criteria for an exception specified in 17 USC 107-122 and this administrative regulation, he/she shall either obtain permission from the copyright holder or avoid use of the material. In addition, permission of the copyright holder shall be requested whenever district staff intend to publicly disseminate a copyrighted work, such as by posting on the district or school web site or using another method of communications accessible to the public.

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*  
*(cf. 4040 - Employee Use of Technology)*  
*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*  
*(cf. 4132/4232/4332 - Publication or Creation of Materials)*  
*(cf. 5131.9 - Academic Honesty)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6163.1 - Library Media Centers)*

Any reproduction or other use of a copyrighted work shall include the copyright notice.

District staff shall not reproduce and distribute copyrighted works of any type in any of the following circumstances:

1. When the copyrighted work is a "consumable" work such as a workbook, standardized test, answer sheet, or similar material
2. To substitute for the purchase of the work
3. To create, replace, or substitute for anthologies or collective works

**Request for Permission to Use Copyrighted Material**

Note: Determining the owner of a copyright can sometimes be difficult because the author or creator of a work is not required to register a copyright or affix a copyright notice to the work. Once a work is created and fixed in a tangible form, it is protected by federal copyright law. To find the holder of a copyright, it may be necessary to conduct a search through the U.S. Copyright Office or request information from the author or publisher of the work. For information about copyright searches, see U.S. Copyright Office publications Circular 22: How to Investigate and Copyright Status of a Work and Circular 23: The Copyright Card Catalog and the Online Files of the Copyright Office.

## **USE OF COPYRIGHTED MATERIALS (continued)**

As necessary, district staff desiring to use a copyrighted material shall identify and contact the copyright holder to request permission to use the material. The request shall include the following information:

1. Title, author(s), editor(s) or publisher, producer(s) or distributor
2. Edition, copyright, and/or production year
3. Exact amount of material to be used, such as the number of lines, pages, or chapters or percentage of the work
4. Nature of the use, such as the course in which it will be used, the grade level of the students, the number of students, and the frequency of use
5. How the material will be reproduced and distributed

If the copyright holder requires a fee to grant permission, district staff shall seek approval from the Superintendent or designee prior to incurring the cost.

### **Criteria for Fair Use**

Note: Pursuant to 17 USC 107, limited portions of copyrighted materials may be reproduced without the copyright owner's permission when the intended use meets the criteria of "fair use." In determining whether the use of a copyrighted material is fair use, the courts have weighed together all four factors specified in 17 USC 107, as described in the following section. Courts have concluded that no individual factor is sufficient by itself; rather, the determination of fair use requires a complex analysis of the interaction of all four factors. District legal counsel should be consulted as needed.

In considering whether a copyrighted work may be used without the copyright holder's permission on the grounds that the intended use is "fair use" pursuant to 17 USC 107, including reproduction in copies, phonorecords, or any other reproductive form for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, district staff shall consider all of the following factors: (17 USC 107)

Note: Although nonprofit educational purposes are granted consideration in determining fair use pursuant to 17 USC 107 (item #1 below), the U.S. Supreme Court in Campbell v. Acuff-Rose Music, Inc., emphasized that a nonprofit educational purpose alone does not automatically ensure fair use.

1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes

## USE OF COPYRIGHTED MATERIALS (continued)

Note: In weighing the impact of the nature of the copyrighted work (item #2 below), the court in Campbell v. Acuff-Rose Music, Inc. noted that the more creative a work (e.g., fiction), the more protection from copying it should be accorded, whereas more informational or functional works should, as a general rule, receive less protection.

### 2. The nature of the copyrighted work

Note: The third factor specified in 17 USC 107, as provided in item #3 below, requires consideration of both the amount copied in relation to the overall work and whether the excerpt is a "critical part" of the work. The court in Cambridge University Press et al. v. Becker et al. concluded that copying of no more than 10 percent of the pages in the book, when almost none of those pages bore a close relationship to the book as a whole, was permissible under the third factor of fair use.

### 3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole

Note: Pursuant to 17 USC 107, any fair use of the copyrighted work based on items #1-3 above must be balanced with the financial harm that the use would have on the potential market or value of the work. In Cambridge University Press et al. v. Becker et al., the court held that an identical copy of the work, especially a larger excerpt, is more likely to substitute for the work and reduce its value, whereas a 10 percent excerpt would not substitute for the original no matter how many copies were made. In this case, it was found that materials were used under carefully monitored circumstances, with a password required for digital access and access being terminated at the end of the semester, thereby reducing the risk of the materials being exposed to persons other than the students in the class.

### 4. The effect of the use upon the potential market for or value of the copyrighted work

Note: Although fair use cannot be determined solely on the basis of the number of words, pages, or chapters reproduced or the percentage of the excerpt in relation to the whole (item #3 above), stakeholder groups have agreed upon some nonbinding minimum guidelines which are included in the U.S. Copyright Office's Circular 21: Reproduction of Copyrighted Works by Educators and Librarians, available on its web site. The remainder of this administrative regulation reflects these guidelines; however, district staff must consider all four factors specified in 17 USC 107 prior to using a copyrighted material without permission.

Any determination of fair use shall weigh together all the factors specified in items #1-4 above in addition to any applicable guidelines presented in this administrative regulation for specific types of copyrighted works.

## Guidelines for Copying Text

Note: The following section reflects nonbinding guidelines included in the U.S. Copyright Office's Circular 21: Reproduction of Copyrighted Works by Educators and Librarians. Although the guidelines do not address the use of copyrighted works available on the Internet or through other technological resources, it is generally accepted that the use of such copyrighted works would follow the same guidelines established for other fixed and tangible works. Thus, the following section applies to any copyrighted text regardless of its source or format. The district should consult legal counsel as necessary.

## **USE OF COPYRIGHTED MATERIALS (continued)**

Staff may reproduce text from a copyrighted work from a printed resource, the Internet, or other source, without permission from the copyright holder, under the following conditions:

1. A single copy of a chapter of a book, article from a periodical or newspaper, short story, short essay, short poem, chart, graph, diagram, drawing, cartoon, or picture may be made by or for a teacher for his/her scholarly research or use in teaching or preparation to teach a class.
2. Multiple copies, not to exceed one copy per student in a course, may be made by or for a teacher for classroom use or discussion, provided that:
  - a. The amount to be copied does not exceed:
    - (1) 250 words for a complete poem or excerpt from a poem
    - (2) 2,500 words for a complete article, story, or essay
    - (3) 1,000 words or 10 percent of the whole (with a minimum of 500 words), whichever is less, for an excerpt from a larger prose work
    - (4) One illustration (e.g., chart, graph, diagram, cartoon, or picture) per book or periodical issue
  - b. The copying is for only one course in the school.
  - c. With the exception of newspapers and other news periodicals, not more than one work is copied from the same author per term, not more than three works are copied from the same collective work or periodical volume per term, and there are no more than nine instances of multiple copying per course per term.
  - d. A delay to request permission from the copyright holder would preclude the most effective instructional use of the material.

### **Guidelines for Reproducing Sheet and Recorded Music**

Note: The following section reflects nonbinding guidelines included in the U.S. Copyright Office's Circular 21: Reproduction of Copyrighted Works by Educators and Librarians.

District staff may reproduce sheet music and recorded music without permission from the copyright holder under the following conditions:

## **USE OF COPYRIGHTED MATERIALS (continued)**

1. Emergency copies may be made when purchased copies needed for an imminent performance are not available, provided that replacement copies shall be purchased in due course.
2. Single or multiple copies of excerpts of works may be made for academic purposes other than performances, provided that the excerpt does not constitute an entire performable unit (e.g., a section, movement, or aria), no more than 10 percent of the total work is used, and the number of copies made does not exceed one per student.
3. Printed copies that have been purchased may be edited or simplified provided that the character of the work is not distorted and lyrics are not added or altered.
4. A single copy of a recorded performance by students may be made for evaluation or rehearsal purposes.
5. A single copy of recordings of copyrighted music owned by the district or individual teacher may be made for the purpose of constructing exercises or examinations.

## **Guidelines for Performing or Displaying Copyrighted Works**

<p>Note: Pursuant to 17 USC 101, the holder of a copyright for a motion picture or other audiovisual work retains exclusive rights for public performances of the work (i.e., exhibitions outside of one's home to a normal circle of family and social acquaintances), except that 17 USC 110 provides an exception for performance or display of the work in face-to-face instruction. In such circumstances, it is not necessary to conduct an analysis of fair use nor obtain permission of the copyright holder. Pursuant to 17 USC 110, this exception only applies if the district (1) institutes a policy regarding copyright; (2) provides informational materials on federal copyright laws to students, teachers, and other relevant staff; and (3) provides notice to students that materials used in connection with the course may be subject to copyright protection.</p>
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In the course of face-to-face instruction in a classroom or similar place devoted to instruction, teachers or students may recite, render, play, dance, act, or show a copyrighted work either directly or by means of any device or process or, in the case of a motion picture or other audiovisual work, show its images in any sequence or to make the sounds accompanying it audible, provided that: (17 USC 101, 110)

1. The performance or display is given by means of a lawfully obtained copy of the work.
2. The performance or display is made by, at the direction of, or under the actual supervision of a teacher as an integral part of a class session.
3. The performance or display is directly related and of material assistance to the teaching content of the transmission.



## USE OF COPYRIGHTED MATERIALS (continued)

4. The transmission is limited to students enrolled in the course or to Governing Board members or employees as part of their official duties or employment.
5. If the work is to be digitally transmitted, the district has applied technological protections that reasonably prevent retention of the work in accessible form for longer than the class session and the unauthorized further dissemination of the work.

Note: 17 USC 110 addresses reasonable pedagogical purposes for showing films or other audiovisual works. According to the National School Boards Association's publication Copyright Law: Do Schools Need a License to Show a Movie?, any use of a motion picture outside the curriculum (e.g., to reward students for good behavior or to host a movie night to encourage parent and community engagement) does not meet the above criteria and therefore would require the school to obtain a special viewing license. The publication also presents information about how to obtain a one-time license or a blanket license for showing an unlimited number of movies.

Any use of a motion picture or other audiovisual work outside the curriculum, such as for entertainment, a school or class reward, or a fundraiser, shall require permission from the copyright holder or a special viewing license.

### Guidelines for Recording Broadcast Programming

Note: The following section reflects nonbinding guidelines included in the U.S. Copyright Office's Circular 21: Reproduction of Copyrighted Works by Educators and Librarians for fair use of off-air recording of free television programming. Although the guidelines do not address radio broadcasts, it may be assumed that similar guidelines would apply. Legal counsel should be consulted as necessary.

Teachers may make recordings of television programs for use in a classroom for educational purposes under the following conditions:

1. Only programs provided to the public free of charge may be recorded and shown. Any use of programming from paid television services shall require permission of the copyright holder.
2. The recording may be shown only during the first 10 consecutive school days after it is made. It may be used once by an individual teacher in the course of relevant teaching activities and may be repeated once only when instructional reinforcement is necessary.
3. A limited number of copies may be reproduced from each recording to meet the legitimate needs of the teacher. Each copy shall be subject to all the provisions governing the original recording.

**USE OF COPYRIGHTED MATERIALS (continued)**

4. The recording may be retained for 45 calendar days after it is made and then shall be erased or destroyed. However, after the first 10 consecutive school days, the recording may only be used for purposes of determining whether or not to include the broadcast program in the teaching curriculum. If the teacher decides to keep the program for use in the curriculum, he/she shall request permission from the copyright owner.
5. Off-air recordings need not be used in their entirety, but the content of recorded programs may not be altered.

**Guidelines for Copying Computer Programs or Software**

District staff shall observe all licensing agreements between vendors and the district, including monitoring the number of users permitted by an agreement. Unless the applicable licensing agreement authorizes multiple users of a single computer program or software, the district shall not make multiple copies.

Copies of district-owned software may be made under either of the following conditions: (17 USC 117)

1. The copy is needed as an essential step in using the computer program with a particular machine.
2. The copy is used for archival or "backup" purposes only. This copy may be held only as a file copy and must be destroyed in the event that continued possession of the program ceases to be rightful, unless the copyright owner authorizes its sale, lease, or transfer as part of the sale, lease, or transfer of the original program.

# **Center USD**

## **Administrative Regulation**

### **Use Of Copyrighted Materials**

**AR 6162.6**  
**Instruction**

When an employee is reproducing someone else's work, he or she shall first determine whether the copying is permitted by law. If the copying is not fall within the "fair use" provisions of the U.S. Copyright Act, the employee shall obtain written permission to reproduce the material from the copyright holders in the manner described below.

Requests for permission to use copyrighted materials shall include the following information (See sample form letter at the end of this AR):

1. Title, author(s), editor(s) or publisher, producer(s) or distributor.
2. Edition, copyright and/or production year.
3. Exact amount of material to be used (e.g., chapter, lines, running times, scenes, and so forth).
4. Reference in the letter to the initial contact and the name of the person contacted if the initial contact was made by phone.
5. Nature of the use (i.e., how many times, when and with whom the material will be used).
6. Number of copies to be made.
7. How the material will be produced.

Materials which are clearly in the public domain may be copied in accordance with the U.S. Copyright Act. However, it should be noted that as a result of the entry of the United States into an international treaty called the Berne Convention, works published for the first time on or after March 1, 1989, do not have to carry the notice of copyright (i.e., Copyright Holder's Name and Year of Publication) to be protected under the provisions of the U.S. Copyright Act. The safest and most ethical course of action is to secure permission to reproduce any borrowed material unless a statement on the material itself excuses the user from securing such permission or unless the U.S. Copyright Act grants exclusion. The following guidelines specify which uses are permitted and which are prohibited in the use of (1) printed material; (2) sheet and recorded music; (3) audio recordings, including records, disks and tapes; (4) films, videotapes, filmstrips, overhead transparencies, or slide programs; (5) off-the-air taping (radio and television); (7)

computer software; and (8) works by libraries.

**Permitted Uses:**

1. **Single Copies.** An individual educator may make single copies of the following:
  - a. A chapter from a book.
  - b. An article from a periodical or newspaper.
  - c. A short story, short essay, or short poem, whether or not from a collective work.
  - d. A chart, graph, diagram, drawing, cartoon or a picture from a book, magazine or newspaper.
2. **Multiple Copies.** An individual educator may make multiple copies for classroom use (not to exceed one copy per student in a course) of the following:
  - a. A complete poem if less than 250 words.
  - b. An excerpt from a longer poem, but not to exceed 250 words and not to exceed two printed pages in length. (For example, it is not permissible to reproduce more than two printed pages of an illustrated poem without permission.)
  - c. A complete article, story or essay of less than 2,500 words.
  - d. An excerpt from a larger prose work not to exceed 10 percent of the whole or 1,000 words, whichever is less.
  - e. One chart, graph, diagram, cartoon or picture per book or per issue of a periodical.

**NOTE:** All permitted copying must bear an appropriate reference (e.g., author, title, date, source, and so forth). Also, the copying must be at the "instance and inspiration" of the individual teacher; and the inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness must be "so close in time that it would be unreasonable to expect a timely reply to a request for permission."

**Prohibited Uses:**

An individual educator cannot do the following:

1. Copy more than one work or two excerpts from a single author during one class term.

2. Copy more than three works from a collective work or periodical volume during one class term.
3. Reproduce more than nine sets of multiple copies for distribution to students in one class term.
4. Copy to create or replace or substitute for anthologies or collective works.
5. Copy "consumable" works, such as workbooks, exercises, standardized tests, answer sheets, and so forth.
6. Copy the same work from term to term.
7. Copy the same material for more than one course being offered in the school.

**Permitted Uses:**

**An individual educator may duplicate:**

1. Emergency copies for an imminent performance, provided that copies of the sheet music or recorded music are purchased in a timely manner to replace the emergency copies.
2. For academic purposes other than performances, single or multiple copies (one per student) of excerpts not constituting an entire performance unit or more than 10 percent of the total work.
3. Edited or simplified purchased sheet music, provided that the fundamental character of the work is not distorted; that lyrics, if any, are not altered; and that lyrics are not added.
4. A single copy of a recorded performance by students that is to be retained by the institution or individual teacher for evaluation or rehearsal purposes.
5. A single copy of recordings of copyrighted music owned by the institution or a teacher for constructing aural exercises or examinations and retained for that purpose.

**Prohibited Uses:**

**An individual educator cannot duplicate:**

1. In order to replace or substitute for anthologies, compilations, or collective works.
2. From works intended to be "consumable," such as workbooks, exercises, standardized tests, and answer sheets.

3. For purposes of performance, except as noted in an emergency (see #1 above).
4. To substitute for the purchase of music.
5. Without inclusion of copyright notice on the copy.

#### **Guidelines for the Use of Audio Recordings-Records, Disks and Tapes**

##### **Permitted Uses:**

**An individual educator may:**

1. For academic purposes other than performance, make a single copy of a sound recording for a student, provided that the portion does not comprise a part of the whole which would constitute a performable unit and in no case more than 10 percent of the whole work. This copy can be used only in the educational context in which it was made and may not be sold or performed for profit.
2. Make a single copy of recordings of performances by students for evaluation or rehearsal purposes, which may be retained by the educational institution or individual teachers for such purposes.
3. Make a single copy of the sound recording of copyrighted music or a portion thereof from sound recordings owned by an educational institution or an individual teacher for the purposes of constructing aural exercises or examinations and which may be retained by the educational institution or individual teacher for such purposes.

##### **Prohibited Uses:**

**An individual educator cannot:**

1. Duplicate audio recordings unless reproduction rights were given at the time of purchase.
2. Reproduce music works or convert to another format (e.g., record to tape) unless prior written permission is secured.

**NOTE:** Answers to questions pertaining to making multiple copies of sound recordings should be obtained in writing from the person or agency holding the copyright.

#### **Guidelines for the Use of Films, Videotapes, Filmstrips, Overhead Transparencies, and Slide Programs**

##### **Permitted Uses:**

**An individual educator may:**

1. Allow a student to make a single copy of a small portion of a copyrighted film, videotape, or filmstrip for legitimate scholarly or research purposes if the material is owned by the school that the student is attending.
2. Duplicate a single copy of a small portion of a film or filmstrip for scholarly or teaching purposes.
3. Create a slide or overhead transparency series from multiple sources as long as creation does not exceed 10 percent of the photographs from one source (books, magazine, filmstrip, and so forth) unless the source forbids photographic reproduction.
3. Excerpt sections of a film for a local videotape (not to be shown over cable) if excerpting does not exceed 10 percent of the total nor the "essence" of the work.
4. Reproduce selected slides from a series if reproduction does not exceed 10 percent of total and does not excerpt "the essence" of the original work.

**Prohibited Uses:**

An individual educator cannot:

1. Reproduce an audiovisual work in its entirety.
2. Convert one media format to another (e.g., film to videotape) unless prior written permission is secured.
3. Copy any portion of a film, videotape, or filmstrip sent to the school for preview or rent, or owned by another school or institution, without the express written permission of the copyright holder. This includes any material borrowed by the site or sent to the site for preview.

**NOTE:** The copyright of a film or videotape governs the performance (showing) as well as the copying of it. It is permissible to show a film to students using closed circuit television if the system is confined to one building. Showing a film or videotape via closed circuit television outside the building is not permitted.

**Guidelines for the Use of Television-Off-the-Air Taping**

**Permitted Uses:**

Individual educators may:

1. Record a broadcast program off-air simultaneously with broadcast transmission, including simultaneous cable retransmission, and retain the recording for a period not to exceed the first 45 consecutive calendar days after the date of the broadcast. At the

conclusion of the retention period, all off-air recordings shall be erased or destroyed immediately. Broadcast programs are television programs transmitted for reception by the general public without charge. Individuals who wish to retain programs beyond the 45-day period need to obtain written approval of appropriate copyright holders.

2. Use off-air recordings once for each class in the course of relevant teaching activities during the first 10 consecutive school days in the 45-day retention period and repeat once only when instructional reinforcement is necessary. These recordings may be shown in classrooms and similar places devoted to instruction within a single building, cluster, or campus, as well as in the homes of students receiving formalized home instruction.

3. After the first 10 consecutive school days, use off-air recordings to the end of the 45-calendar-day retention period for evaluation purposes only (i.e., to determine whether the broadcast program should be purchased for the curriculum). The program may not be used for student exhibition or any other nonevaluation purpose without written authorization.

4. Request that off-air recording be made for fair use. This recording can be made only at the request of, and for use by, individual teachers; it cannot be recorded in anticipation of an educator's request. A limited number of additional copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.

5. Request that a library record and retain for research purposes commercial television news programs from local, regional, or national networks; interviews concerning current events; and on-the-spot coverage of news events. However, documentary, magazine-format, and public affairs broadcasts are not included in the definition of daily newscasts of major events of the day.

NOTE: Regional providers of instructional programming in California purchase off-the-air duplication rights on the behalf of the schools they serve. Regional instructional television (ITV) agencies should be consulted for clarification in the use of these programs. SEE *Cable in the Classroom*, a publication of Sacramento Cable.

#### **Prohibited Uses:**

Individual educators cannot:

1. Tape off-air programs in anticipation of an educator's requests.
2. Request that a broadcast program be recorded off-air more than once for the same educator, regardless of the number of times the program may be broadcast.



3. Use the recording for instruction after ten consecutive school days.
4. Hold the recording for weeks or indefinitely because (1) units needing the program concepts are not taught within the 10-day use period; (2) an interruption or technical problems delayed its use; or (3) another teacher wishes to use it, or any other supposedly "legitimate" educational reason.
5. Record programs off-air without written permission from the author/producer/distributor when a special notice is provided specifically prohibiting reproduction of any kind.
6. Alter off-air programs from their original content. Broadcast recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

**NOTE:** The copying or use of subscription programs transmitted via subscription television cable services, such as HBO, AMC or Showtime, is illegal. Such programs are licensed for private home use only and cannot be used in public schools. "Pay" programs received via satellite dish are subject to these guidelines. SEE Cable in the Classroom, a publication of Sacramento Cable Television.

#### **Guidelines for the Use of Radio - Off-the-Air Taping**

##### **Permitted Uses:**

##### **Individual educators may:**

1. Allow a student to make a single copy of a small portion of a copyrighted radio program for legitimate scholarly or research purposes. Such a copy may not be sold or performed for profit.
2. Copy radio broadcasts consistent with fair use guidelines established for off-air videotaping for use in face-to-face instruction. Contractual rights may entitle an individual to retain/use educational programs (i.e., those aired over national Public Radio, Public Broadcasting, and so forth) beyond the fair use period. Rights to extend the 10-day use period or the 45-day retention/evaluation period should be obtained in writing from the agency or individual holding distribution rights. Retention (not use) of recorded programs is permitted until additional use rights are established.

#### **Guidelines for the Rental, Purchase, and Use of Videotapes**

##### **Permitted Uses:**

Unless precluded by county or district policy, individual educators may:

1. Use purchased or rented videotapes (e.g., feature films) as part of a systematic course of instruction. Such use shall be for face-to-face instruction and must take place in a classroom or similar area devoted to instruction.

2. Use only lawfully made videotapes.

#### **Prohibited Uses:**

##### **Individual educators cannot:**

1. Use rented or purchased videotapes where a written contract specifically prohibits such use in a classroom or face-to-face teaching situation.

See "Educational Performances and Displays" later in this document for more information on the use of videotapes.

**NOTE:** In addition to this policy and administrative regulation, employees should refer to Board Policy and Administrative Regulation 6162.1 which further describe how films, videos and television are to be used with students in the Center Unified School District.

#### **Guidelines for the Use of Computer Software**

##### **Permitted Uses:**

The 1976 U.S. Copyright Act and its 1980 amendments remain vague in some areas of software use and its application to education. When the law itself is vague, software licenses tend to be much more specific. It is therefore imperative that educators read the software's copyright statement and understand the licensing restrictions printed there. Generally, however, individual educators may:

1. Make a copy of an original computer program for the purpose of maintaining the availability of the program should it be damaged during use. Either the copy or the original may be retained in archives. Only one, either the original or the copy, may be used at any one time.
2. make a copy of a program as an essential step in using the computer program as long as it is used in conjunction with the machine and in no other manner.
3. Make a new copy from the archival program in the event the program in use is damaged or destroyed.

##### **Prohibited Uses:**

##### **An individual teacher cannot:**

1. Load the contents of one disk into multiple computers for use at the same time in the absence of a license permitting the user to do so.
2. Load the contents of one disk into local network or disk-sharing systems in the absence of a license permitting the user to do so.
3. Make or use illegal copies of copyrighted programs on school equipment.
4. Allow any student to surreptitiously or illegally duplicate computer software or access any data base or electronic bulletin board.

**NOTE:** No employee of the county or district shall surreptitiously or illegally access any data base or electronic bulletin board.

#### **Guidelines for the Reproduction of Works for Libraries**

The copyright law imposes extensive restrictions on the reproduction of works for school libraries. Systematic duplication of multiple copies is forbidden by law, with the exceptions noted below:

##### **Permitted Uses:**

A librarian may:

1. Arrange for interlibrary loans of photocopies of works requested by users, provided that the copying is not done to substitute for subscriptions to or purchase of a work.
2. Within any calendar year, make for a requesting entity five copies of any article or articles published in a given periodical within the last five years prior to the date of the request for the material.
3. Make single copies of articles or phonorecords or excerpts of longer works for a student making a request, provided the material becomes the property of the students for private study, scholarship, or research.
5. Make a copy of an unpublished work for purposes of preservation, of a published work to replace a damaged copy, and of an out-of-print work that cannot be obtained at a fair price.
6. Make off-the air tape recordings of daily television news broadcasts for limited distribution to researchers and scholars for research purposes.
7. Selectively make a copy for purposes of preservation or security, in accordance with the provisions of fair use, of a musical work, pictorial, graphic, sculptural work, motion picture, or other audiovisual work if the current copy owned by the library is

damaged, deteriorated, lost or stolen; and it has been determined that an unused copy cannot be obtained at a fair price.

**Prohibited Uses:**

**A librarian cannot:**

- 1. Make copies for students if there is reason to suspect that students have been instructed to obtain copies individually.**
- 2. Copy without including a notice of copyright on the reproduced material.**

**Regulation  
approved: August 2, 1995**

**CENTER UNIFIED SCHOOL DISTRICT  
Antelope, California**

**PUBLIC STATEMENTS**

Note: Pursuant to Government Code 54960, the district attorney or any interested person can sue the Governing Board in order to stop or prevent violations of the Brown Act or to determine whether any Board rule or action which penalizes or otherwise discourages the expression of one or more of its members is valid or invalid under law. The following **optional** bylaw may be modified as appropriate.

The Governing Board recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

Note: Many districts designate the Board president and/or Superintendent to communicate with the public on behalf of the district. Any district that has designated another position for this responsibility may revise the following paragraph to reflect district practice.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative.

*(cf. 2110 - Superintendent Responsibilities and Duties)*

*(cf. 9121 - President)*

*(cf. 9200 - Limits of Board Member Authority)*

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board. (Government Code 54963)

*(cf. 9005 - Governance Standards)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

*(cf. 1100 - Communication with the Public)*

*(cf. 1112 - Media Relations)*

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous,

## **PUBLIC STATEMENTS**

and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*  
*(cf. 1340 - Access to District Records)*  
*(cf. 9012 - Board Member Electronic Communications)*

Before voting on any issue, all Board members shall be encouraged to present whatever evidence they may feel important to the matter at hand. The Board shall fully consider the implications and relevancy of all information so presented. All opinions, reactions and positions shall be openly discussed, so that each member may understand all aspects of the issue before the Board makes its decision.

Once a Board decision has been reached, all Board members shall support that decision until amended or rescinded by Board action. Any Board member who disagrees with any specific Board action, has a right to voice his/her own views.

No member of the Board shall release information from a closed session.

### *Legal Reference:*

#### EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

#### GOVERNMENT CODE

6250-6270 California Public Records Act

54960 Actions to stop or prevent violation of meeting provisions

54963 Confidential information in closed session

### *Management Resources:*

#### WEB SITES

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

# **Center USD**

## **Board Bylaw**

### **Public Statements**

**BB 9010**

#### **Board Bylaws**

All public statements in the name of the Governing Board shall be issued by the Board president or, if appropriate, by the Superintendent or designee at the direction of the Board president. No individual Board member shall make public statements in the name of the Board.

Before voting on any issue, all Board members shall be encouraged to present whatever evidence they may feel important to the matter at hand. The Board shall fully consider the implications and relevancy of all information so presented. All opinions, reactions and positions shall be openly discussed, so that each member may understand all aspects of the issue before the Board makes its decision.

Once a Board decision has been reached, all Board members shall support that decision until amended or rescinded by Board action. Any Board member who disagrees with any specific Board action, has a right to voice his/her own views.

No member of the Board shall release information from a closed session.

(cf. 9011 - Disclosure of Confidential/Privileged Information).

**Legal Reference:**

**EDUCATION CODE**

**35010 - Control of district; prescription and enforcement of rules**

**Bylaw**

**adopted: October 26, 1994**

**CENTER UNIFIED SCHOOL DISTRICT**

**Antelope, California**

## REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

### Compensation

Note: Education Code 35120 authorizes Governing Board members to receive compensation for their services, with a maximum amount prescribed based on the district's average daily attendance (ADA) for the prior school year.

The district should select the appropriate option below. If the Board selects Option 1, it may, at its discretion, revise the paragraph to reflect the maximum amount applicable to its ADA. If the Board elects to receive less than the maximum amount provided in law, it should select Option 2 and specify the amount.

**OPTION 1:** Each member of the Governing Board may receive the maximum monthly compensation as provided for in Education Code 35120.

~~**OPTION 2:** Each member of the Governing Board may receive a monthly compensation of \$\_\_\_\_\_. (Education Code 35120)~~

~~**OPTION 3:** The members of the Governing Board view their Board service as a voluntary contribution to the community and elect not to receive the compensation to which they are entitled pursuant to Education Code 35120.~~

Note: The remainder of this section is for use by districts that selected Option 1 or 2 above.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

Note: Pursuant to Education Code 35120, the Board may adopt a resolution authorizing a Board member to be compensated for meetings he/she missed under specified circumstances. See the accompanying exhibit for a sample resolution.

A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

Student Board members shall receive no compensation for meetings attended. (Education Code 35012)



## **REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)**

*(cf. 9150 - Student Board Members)*

Note: The following optional paragraph is for use by any board whose quorum also serves as another legislative body that receives additional compensation. Pursuant to Government Code 54952.3, the disclosure requirements described below are not applicable if the compensation of the legislative body is set by statute.

~~Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)~~

### **Reimbursement of Expenses**

Note: The district is allowed to reimburse Board members for expenses incurred when performing district business. Pursuant to Government Code 8314, it is unlawful for any elected official to use or permit others to use public resources for personal purposes which are not authorized by law. As defined, "personal purposes" include activities for personal enjoyment, private gain or advantage, or an outside endeavor not related to agency business, but do not include the incidental and minimal use of public resources (e.g., equipment or office space) for personal purposes, including an occasional telephone call.

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

*(cf. 1160 - Political Processes)*

*(cf. 3100 - Budget)*

*(cf. 3350 - Travel Expenses)*

*(cf. 3513.1 - Cellular Phone Reimbursement)*

Note: Education Code 35044 authorizes reimbursement for Board members for travel expenses incurred when performing services directed by the Board. If the district wishes to require prior Board approval for travel and/or for certain kinds of trips (e.g., out-of-state travel), it should modify the following paragraph accordingly.

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)

*(cf. 9240 - Board Development)*

Note: The remainder of this section is optional and may be revised to reflect district practice.

**REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)**

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

Note: The following optional paragraph should be deleted if the district does not issue credit cards to Board members. A policy statement issued by the Institute for Local Government, although primarily applicable to city and county governments, indicates that many local agencies have decided not to issue credit cards to local officials because of the potential for confusing an agency credit card with a personal card and the negative consequences of personal use of an agency card.

~~Board members may use district-issued credit cards while on official district business and consistent with the limits established for district personnel. Personal expenses shall not be charged on a district issued credit card, even if the Board member intends to subsequently reimburse the district for the personal charges.~~

**Health and Welfare Benefits for Current Board Members**

Note: The following section is optional. The district has the option of providing health and welfare benefits to Board members pursuant to Government Code 53201 and 53205 and has flexibility in selecting the types of coverage and the methods of payment for such coverage. Pursuant to Government Code 53200, health and welfare benefits may include, but are not limited to, hospital, medical, surgical, dental, disability, group life, legal expense, and income protection insurance or benefits. However, Internal Revenue Service Publication 571 indicates that, as elected officials, Board members are not eligible to participate in district programs for the purchase of tax sheltered annuities pursuant to 26 USC 403 and 26 CFR 1.403(b)-2.

Pursuant to Government Code 53208.5, the health and welfare benefits of a Board member can be no greater than that received by nonsafety employees of the district or, if the district has different benefit structures, no greater than the most generous schedule of benefits being received by any category of nonsafety employees. Nonsafety employees are those employees not otherwise included in Government Code 20420-20445 defining "safety members" for purposes of membership in the Public Employees' Retirement System. Government Code 53208.5 also provides that Board members shall not be eligible to accrue multiple health and welfare benefits from two or more public agencies for concurrent service, unless the Board member serves as a regular full-time employee in a separate public agency.

Government Code 53202 authorizes the district to contract with one or more insurers, health service

**REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)**

organizations, or legal service organizations for health and welfare benefits. Alternatively, the district may approve an existing health care arrangement between a Board member and an insurer or health care provider. In 83 Ops.Cal.Atty.Gen. 124 (2000), the Attorney General opined that, if the district chooses to approve such an arrangement, the district may pay for this benefit by way of reimbursement to the Board member who has paid for the benefit instead of direct district payment to the insurer. However, according to the Attorney General, a district may not make cash payments to Board members in lieu of providing them with health insurance benefits.

Board members may participate in the health and welfare benefits program provided for district employees.

(cf. 4154/4254/4354 - *Health and Welfare Benefits*)

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Note: The district may choose and/or revise any of the following options to reflect district practice.

**OPTION 1:** The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

~~**OPTION 2:** Board members who elect to participate shall pay the full cost of premiums.~~

~~**OPTION 3:** The district shall pay \$\_\_\_\_\_ as a reimbursement for costs of approved health plans that have been paid by Board members.~~

Note: The following optional paragraph is for use by districts that choose to pay all or a portion of premiums, dues, or other charges for health and welfare benefits for a Board member's spouse or dependent children, as authorized by Government Code 53205.1. The district may revise the paragraph to specify a different portion of payment.

Pursuant to Family Code 297.5, registered domestic partners have the same rights, protections, and benefits as spouses under California law. Therefore, to the extent that the district provides health benefits under state law to spouses of Board members, the same coverage must be provided to registered domestic partners.

Pursuant to Health and Safety Code 1373 and Insurance Code 10277, the age at which a person ceases to be a dependent child is age 26 years or higher as specified in the health plan, unless otherwise provided under a plan that qualifies as a grandfathered plan pursuant to 42 USC 18011. In addition, a health services plan or insurer is required to continue coverage for a dependent child who attains the age specified in the plan if he/she is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition and is chiefly dependent on the subscriber or insured for support. Health and Safety Code 1373 and Insurance Code 10277 also require that, if the plan provides coverage for a dependent child who is over age 26 and enrolled at a secondary or postsecondary educational institution, continued coverage must be provided during any break in the school calendar and during a medical leave of absence as specified.

## **REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)**

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

### **Health and Welfare Benefits for Former Board Members**

Note: The following section is **optional**. Government Code 53201 authorizes the district to pay premiums for health and welfare benefits for former Board members under the limited circumstances described below. Any district that does not offer benefits to former Board members should delete this entire section.

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Note: Government Code 53208.5 provides that Board members may not receive benefits greater than those provided to district employees, as provided below. Thus, if a district's collective bargaining agreement specifies that employee eligibility for benefits terminates at age 65, then Board member benefits will also terminate at that time. Districts with such circumstances may expand the following paragraph to indicate the limits of the benefits.

Health and welfare benefits for former Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Note: Pursuant to Government Code 53201, a district may pay premiums for health and welfare benefits for former Board members only if all of the following conditions are satisfied: (1) the district paid for benefits for former Board members before January 1, 1994; (2) the former Board member served in office after January 1, 1981; (3) the former Board member's term began before January 1, 1995; and (4) the former Board member served for 12 or more years. If the district did not pay benefits for former Board members before January 1, 1994, benefits may be provided to former Board members only on a self-pay basis, even if a former member has served in office for the requisite amount of time.

In Thorning v. Hollister School District, the court of appeal ruled that a board policy adopted during the board member's term of office has the effect of vesting him/her with those benefits and that the board cannot subsequently unilaterally withdraw those benefits from those board members.

Option 1 below is for use only by districts that paid health and welfare benefits for former board members before January 1, 1994 and choose to continue to do so. Option 2 is for use by districts that are either ineligible to pay for such benefits because they did not pay for former board member benefits before January 1, 1994, have no qualified board members, or choose not to pay for such benefits.

Because this is a complex area of law, it is strongly recommended that the district consult with legal counsel before offering paid health benefits to former Board members.

### **OPTION 1: ~~(Benefits paid by district)~~**

~~The district shall pay the premiums for health and welfare benefits of any former Board member who served in office after January 1, 1981, began his/her term before January 1, 1995, and has served for 12 or more years. (Government Code 53201)~~

## **REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)**

Note: The following paragraph is **optional**. If the district allows Board members elected on or after January 1, 1995 to continue benefits at their own expense after leaving service, as authorized by Government Code 53201, it may revise the following paragraph to require more than one term of service at its discretion.

Any other former Board member who served at least one term may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time he/she leaves office. (Government Code 53201)

### **OPTION 2: (Benefits paid by former Board member)**

Note: At its discretion, the Board may revise the following paragraph to require more than one term of office.

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Note: The following **optional** paragraph is for use by all districts. Government Code 53205.1 authorizes the district to fund health and welfare benefits for spouses and dependent children of former Board members.

Health and welfare benefits provided to a former Board member shall be extended, at his/her expense and at the same level, to his/her spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

#### *Legal Reference:*

##### **EDUCATION CODE**

*33050-33053 General waiver authority*

*33362-33363 Reimbursement of expenses for attendance at workshops*

*35012 Board members; number, election and term*

*35044 Payment of traveling expenses of representatives of board*

*35120 Compensation for services as member of governing board*

*35172 Promotional activities*

*44038 Cash deposits for transportation purchased on credit*

##### **FAMILY CODE**

*297-297.5 Rights, protections and benefits under law; registered domestic partners*

##### **GOVERNMENT CODE**

*8314 Use of public resources*

*20322 Elective officers; election to become member*

*Legal Reference continued: (see next page)*

## REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS (continued)

### *Legal Reference continued:*

#### GOVERNMENT CODE (continued)

20420-20445 *Membership in Public Employees' Retirement System; definition of safety employees*

53200-53209 *Group insurance*

54952.3 *Simultaneous or serial meetings; announcement of compensation*

#### HEALTH AND SAFETY CODE

1373 *Health services plan, coverage for dependent children*

#### INSURANCE CODE

10277-10278 *Group and individual health insurance, coverage for dependent children*

#### UNITED STATES CODE, TITLE 26

403 *Tax-sheltered annuities*

#### UNITED STATES CODE, TITLE 42

18011 *Right to maintain existing health coverage*

#### CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 *Tax-sheltered annuities, definition of employee*

#### COURT DECISIONS

*Thorning v. Hollister School District*, (1992) 11 Cal.App.4th 1598

*Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County*,

(1979) 93 Cal.App.3d 578

#### ATTORNEY GENERAL OPINIONS

91 *Ops.Cal.Atty.Gen.* 37 (2008)

83 *Ops.Cal.Atty.Gen.* 124 (2000)

### *Management Resources:*

#### INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

*Sample Expense and Use of Public Resources Policy Statement*, January 2006

#### INTERNAL REVENUE SERVICE PUBLICATIONS

*Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations*, Publication 571, rev. February 2013

#### WEB SITES

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

Institute for Local Government: <http://www.ca-ilg.org>

Internal Revenue Service: <http://www.irs.gov>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

# **Center USD**

## **Board Bylaw**

### **Remuneration, Reimbursement And Other Benefits**

BB 9250

#### **Board Bylaws**

##### **Remuneration**

Each member of the Governing Board may receive the monthly compensation as provided for in law.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

If a member does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be paid for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Education Code 35120)

##### **Reimbursement of Expenses**

Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board. (Education Code 35044)

(cf. 9240 - Board Development)

The rate of reimbursement shall be the same rate specified for district personnel.

(cf. 3350 - Travel Expenses)

##### **Health and Welfare Benefits**

Board members may participate in the health and welfare benefits program provided for district employees.

Health and welfare benefits for Board members shall be no greater than that received by district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

The district shall pay the cost of all premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that the district pays premiums for district staff in accordance with Government Code 53208.5.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses, dependent children under the age of 21, dependent children under the age of 25 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.

#### **Benefits for Retired Board Members**

Because the district did not pay health and welfare benefits for retired Board members before January 1, 1994, any former member retiring from the Board after at least one term may continue the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

The benefits authorized for retired Board members shall be extended at the same level to the retired Board member's spouse, dependent children under the age of 21, dependent children under the age of 25 who are full-time students at a college or university, and dependent children regardless of age who are physically or mentally incapacitated.

#### **Legal Reference:**

##### **EDUCATION CODE**

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

##### **GOVERNMENT CODE**

20322 Elective officers; election to become member

53200-53209 Group insurance

##### **UNITED STATES CODE, TITLE 26**

403(b) Tax-sheltered annuities

##### **COURT DECISIONS**



Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598  
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa  
Clara County, (1979) 93 Cal.App.3d 578  
ATTORNEY GENERAL OPINIONS  
83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

WEB SITES

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw CENTER UNIFIED SCHOOL DISTRICT  
adopted: May 21, 2003      Antelope, California

**REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS****RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETINGS**

Note: The following optional exhibit is for use by districts that offer compensation to members of the Governing Board for their service; see Options #1 and 2 in the accompanying board bylaw. Pursuant to Education Code 35120, a Board member may receive compensation for Board meetings that he/she missed if the Board makes a finding, by resolution, that one or more specified circumstances exist.

WHEREAS, the Governing Board of the Center Joint Unified School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that (name of Board member) did not attend the Board meeting(s) on (dates) for the following reason(s): (check applicable reasons)

- ☐ Performance of other designated duties for the district during the time of the meeting
- ☐ Illness or jury duty
- ☐ Hardship deemed acceptable by the Board

NOW THEREFORE BE IT RESOLVED that the Board of the \_\_\_\_\_ School District approves full compensation of the Board member for the month of \_\_\_\_\_.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at a regular meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**version:**

**August 2013**

# **Center USD**

## **Exhibit**

### **Remuneration, Reimbursement, And Other Benefits**

**E 9250**

#### **Board Bylaws**

35120. (a)(1) In any school district in which the average daily attendance for the prior school year exceeded 400,000, each member of the city board of education or the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed \$2,000 per month.

(2) In any school district that is not located in a city and county, and in which the average daily attendance for the prior school year exceeded 60,000, the governing board may prescribe, as compensation for the services of each member of the board who actually attends all meetings held, a sum not to exceed \$1,500 in any month.

(3) In any school district in which the average daily attendance for the prior school year was 60,000 or less, but more than 25,000, each member of the city board of education or the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed \$750 in any month.

(4) In any school district in which the average daily attendance for the prior school year was 25,000 or less, but more than 10,000, each member of the city board of education or the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed \$400 in any month.

(5) In any school district in which the average daily attendance for the prior school year was 10,000 or less, but more than 1,000, each member of the city board of education or the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed \$240 in any month.

(6) In any school district in which the average daily attendance for the prior school year was 1,000 or less, but more than 150, each member of the city board of education or the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed \$120 in any month.

(7) In any school district in which the average daily attendance for the prior school year was less than 150, each member of the city board of education or the governing board of the district who actually attends all meetings held may receive as

compensation for his or her services a sum not to exceed \$60 per month.

(8) Any member who does not attend all meetings held in any month may receive, as compensation for his or her services, an amount not greater than the maximum amount allowed by this subdivision divided by the number of meetings held and multiplied by the number of meetings actually attended.

(9) For the purposes of providing compensation pursuant to paragraphs (1) to (7), inclusive, average daily attendance for the prior school year may be increased by a school district's percentage of excused absences reported for the 1996-97 fiscal year.

(b) The compensation of members of the governing board of a school district newly organized or reorganized shall be governed by subdivision (a). For this purpose, the total average daily attendance in all of the schools of the district in the school year in which the organization or reorganization became effective pursuant to Section 4062 shall be deemed to be the average daily attendance in the district for the prior school year.

(c) A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the school district or districts, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.

(d) The compensation shall be a charge against the funds of the school district. If the city board of education or the governing board of the district is the governing board of more than one school district, the compensation shall be charged against and paid by the respective school districts in the same proportion as the salary of the city superintendent of schools is charged against them. Compensation shall be reduced by an amount equal to any salary or compensation paid to the members of the city board of education from any funds of the city.

# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

**Dept./Site:** Business Department

**Date:** 11/20/13

**Action Item**   X  

**To:** Board of Trustees

**Information Item**

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

**# Attached Page**

**SUBJECT:**

**Audit Report for Fiscal Year 2012/13**

The audit report for fiscal year 2012/13 is presented. The audit was conducted and completed by Goodell, Porter, Sanchez & Bright, LLP.

**RECOMMENDATION:** To certify that the audit report for fiscal year 2012/13 was reviewed and accepted.

GOODELL,  
PORTER,  
SANCHEZ &  
BRIGHT, LLP

C E R T I F I E D  
P U B L I C  
A C C O U N T A N T S

JOHN L. GOODELL, CPA  
VIRGINIA K. PORTER, CPA  
HEATHER A. SANCHEZ, CPA  
S. ZYEL BRIGHT, CPA  
RICHARD L. GOODELL, CPA  
MICHELLE M. HANSON, CPA

October 17, 2013

To The Board of Trustees  
Center Joint Unified School District  
8408 Watt Ave  
Antelope, CA 95843-9116

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Center Joint Unified School District for the year ended June 30, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter dated December 12, 2012. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Findings**

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Center Joint Unified School District's financial statements was:

Management's estimate of the annual required contribution for other post-employment benefits based on an actuarial calculation. We evaluated the key factors and assumptions used to develop the annual required contribution and determined that it is reasonable, in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statement is Note 1 – Significant Accounting Policies.

The disclosures in the financial statements are neutral, consistent, and clear.

*Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representation*

We have requested certain representations from management that are included in the management representation letter dated October 17, 2013.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.



Center Joint Unified School District  
Page Three  
October 17, 2013

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

*Other Matters*

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Trustees and management of Center Joint Unified School District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

GOODELL, PORTER, SANCHEZ & BRIGHT, LLP



Michelle Hanson  
Certified Public Accountant

MH:la

Center Joint Unified School District  
Schedule of Unrecorded Adjustments  
As of and for the Year Ended June 30, 2013

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The following items represent potential adjustments that were not recorded as adjustments to the financial statements because they are considered immaterial both individually and in the aggregate.

<u>Fund</u>	<u>Debit</u>	<u>Credit</u>
<u>General Fund</u>		
Books, Supplies & Rep Equ.	\$ 5,486	
Stores Inventory		\$ 5,486
<i>To record overstatement of stores inventory.</i>		
Accounts Receivable	\$ 4,115	
Other State Revenue	8,196	
Other State Revenue		\$12,311
<i>To adjust accrual's for resources 1100 &amp; 6300 to the State's recommended estimate.</i>		
Debt Service - Int & Fiscal Charges	\$26,887	
Tax Rev Anticipation Notes		\$26,887
<i>To accrue additional liability for interest on TRAN through 6/30/13.</i>		
<u>Cafeteria Fund</u>		
Interest Income	\$ 155	
Accounts Receivable		\$ 155
<i>To adjust the duplicate accrual of 4<sup>th</sup> quarter interest.</i>		
<u>Building Fund</u>		
Capital Outlay	\$62,145	
Accounts Payable		\$62,145
<i>To accrue liability for work completed prior to June 30, 2013.</i>		

We did not adjust the amount reported for Cash in County Treasury at June 30, 2013 to the current fair value amount. Had we recorded the adjustment, the District's total amount reported as Cash in County Treasury would decrease \$49,934.

**CENTER JOINT UNIFIED SCHOOL DISTRICT  
COUNTY OF SACRAMENTO  
ANTELOPE, CALIFORNIA**

**ANNUAL FINANCIAL REPORT**

**JUNE 30, 2013**

CENTER JOINT UNIFIED SCHOOL DISTRICT

JUNE 30, 2013

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CENTER JOINT UNIFIED SCHOOL DISTRICT

JUNE 30, 2013

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CENTER JOINT UNIFIED SCHOOL DISTRICT

JUNE 30, 2013

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## FINANCIAL SECTION

GOODELL,  
PORTER,  
SANCHEZ &  
BRIGHT, LLP

CERTIFIED  
PUBLIC  
ACCOUNTANTS

JOHN L. GOODELL, CPA  
VIRGINIA K. PORTER, CPA  
BEVERLY A. SANCHEZ, CPA  
SUZY H. BRIGHT, CPA  
RICHARD J. GOODELL, CPA  
MICHELLE M. HANSON, CPA

INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Center Joint Unified School District  
Antelope, California

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Center Joint Unified School District as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Center Joint Unified School District's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Center Joint Unified School District, as of June 30, 2013, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.



**Other Matters**

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 12 and budgetary comparison information and accounting by employer for postemployment benefits on pages 52 through 54 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Center Joint Unified School District's basic financial statements. The financial and statistical information listed as supplementary information in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements.

The financial and statistical information listed as supplementary information and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the financial and statistical information listed as supplementary information and the schedule of expenditures of federal awards is fairly stated, in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 17, 2013, on our consideration of the Center Joint Unified School District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Center Joint Unified School District's internal control over financial reporting and compliance.

*Goodell, Porter, Sanchez & Bright, LLP*  
GOODELL, PORTER, SANCHEZ & BRIGHT, LLP  
Certified Public Accountants

October 17, 2013

**CENTER JOINT UNIFIED SCHOOL DISTRICT**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

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The discussion and analysis of Center Joint Unified School District's financial performance provides an overall review of the District's financial activities for the fiscal year ended June 30, 2013. The intent of this discussion and analysis is to look at the District's financial performance as a whole. To provide a complete understanding of the District's financial performance, please read it in conjunction with the Independent Auditor's Report on page 1, notes to the basic financial statements and the District's financial statements, as listed in the table of contents.

The Management's Discussion and Analysis (MD&A) is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement No. 34 Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments issued June 1999.

**FINANCIAL HIGHLIGHTS**

- The District's financial status declined over the past year. Total net position decreased by 34.5%.
- Total government-wide revenue for the 2012-2013 fiscal year was \$40.2 million, a decrease of 2.5% over 2011-2012. Program, or categorical, revenues totaled \$8.7 million in 2012-2013 a decrease of 7.6%. Government-wide expenditures totaled \$45.5 million in 2012-2013 and \$45.0 million in 2011-2012, including depreciation expense.
- In complying with GASB 34, capital fixed assets were valued at historical cost. The total of the District's capital assets, land, site, buildings, and equipment, valued on an acquisition cost basis, was \$120 million. After depreciation, the June 30, 2013 book value for capital assets totaled \$72.9 million. See Table 3 later in this discussion.
- The District presently has \$773 thousand of work in progress. Facility projects still in progress include the planning expenses for the new Fortune School site (\$494 thousand) and parking lot replacement projects at several school sites (\$279 thousand).

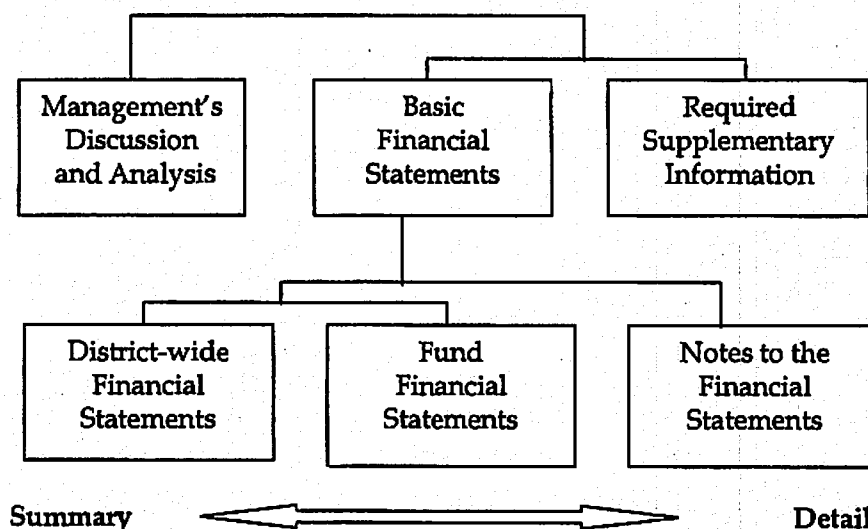
CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts – management's discussion and analysis (this section), the basic financial statements, and required supplementary information. These statements are organized so the reader can understand the Center Joint Unified School District as a financial whole, an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial activities.

**Components of the Financial Section**



The first two statements are *district-wide financial statements*, the Statement of Net Position and Statement of Activities. These statements provide information about the activities of the whole District, presenting both an aggregate view of the District's finances and a longer-term view of those finances. Fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what remains for future spending. The fund financial statements also look at the District's more significant funds with all other non-major funds presented in total in one column. A comparison of the District's General Fund budget is included.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Components of the Financial Section (Concluded)**

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the financial statements.

**Reporting the School District as a Whole**

*Statement of Net Position and the Statement of Activities*

These two statements provide information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the District's assets and liabilities using the accrual basis of accounting. This basis of accounting takes into account all of the current year's revenues and expenses regardless of when cash is received or paid. These statements report information on the district as a whole and its activities in a way that helps answer the question, "How did we do financially during 2012-13?"

These two statements report the District's net position and changes in that position. This change in net position is important because it tells the reader that, for the District as a whole, the financial position of the District has improved or diminished. The causes of this change may be the result of many factors, some financial, some not. Over time, the increases or decreases in the District's net position, as reported in the Statement of Activities, is one indicator of whether its financial health is improving or deteriorating. The relationship between revenues and expenses indicates the District's operating results. However, the District's goal is to provide services to our students, not to generate profits as commercial entities. One must consider many other non-financial factors, such as the quality of education provided and the safety of the schools to assess the overall health of the District.

- ◆ Increases or decreases in the net position of the District over time are an indication of whether its financial position is improving or deteriorating, respectively.
- ◆ Additional non-financial factors such as condition of school buildings and other facilities, and changes to the property tax base of the District need to be considered in assessing the overall health of the District.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT 'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**OVERVIEW OF THE FINANCIAL STATEMENTS (CONCLUDED)**

**Reporting the District's Most Significant Funds**

*Fund Financial Statements*

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs. Some funds are required to be established by State law. However, the District establishes other funds to control and manage money for specific purposes.

◆ **Governmental Funds**

Most of the District's activities are reported in governmental funds. The major governmental funds of the District are the General Fund and the Bond Interest and Redemption Fund. Governmental funds focus on how money flows into and out of the funds and the balances that remain at the end of the year. They are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and services that help determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

◆ **Fiduciary Funds**

The District is the trustee, or fiduciary, for its student activity funds. All of the District's fiduciary activities are reported in separate Statements of Fiduciary Net Position. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**FINANCIAL ANALYSIS OF THE GOVERNMENT-WIDE STATEMENTS**

*The School District as a Whole*

The District's net position was \$10 million at June 30, 2013. The unrestricted deficit is \$30 million. Net investment in capital assets account for \$34.9 million of the total net position. A comparative analysis of government-wide data is presented in Table 1.

**(Table 1)  
Comparative Statement of Net Position**

	Governmental Activities	
	2013	2012
<b>Assets</b>		
Cash and investments	\$ 10,426,762	\$ 10,133,403
Receivables	7,719,077	9,987,991
Stores inventory	73,127	37,031
Prepaid expenditures	87,288	65,541
Unamortized bond issuance costs	569,462	612,597
Capital assets	72,903,130	76,411,599
Total assets	<u>\$ 91,778,846</u>	<u>\$ 97,248,162</u>
<b>Liabilities</b>		
Deficit cash	\$ 1,327,416	\$ 1,321,039
Accounts payable and other current liabilities	1,740,944	1,158,239
Deferred revenue	30,610	87,931
Tax revenue anticipation notes	4,500,000	6,960,000
Unamortized bond premium	512,695	551,733
Long-term liabilities	73,589,991	71,795,233
Total liabilities	<u>\$ 81,701,656</u>	<u>\$ 81,874,175</u>
<b>Net Position</b>		
Net Investment in capital assets	\$ 34,936,639	\$ 37,516,073
Restricted	5,171,416	4,668,445
Unrestricted (Deficit)	(30,030,865)	(26,810,531)
Total net position	<u>\$ 10,077,190</u>	<u>\$ 15,373,987</u>

CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**FINANCIAL ANALYSIS OF THE GOVERNMENT-WIDE STATEMENTS (CONTINUED)**

The District's net position decreased \$5.3 million this fiscal year (See Table 2). The District's expenses for instructional and pupil services represented 67% of total expenses. The purely administrative activities of the District accounted for just 5% of total costs. The remaining 28% was spent in the areas of plant services and other expenses, interest on long-term debt and other outgo. (See Figure 2).

(Table 2)  
Comparative Statement of Change in Net Position

	Governmental Activities	
	2013	2012
<b>Revenues</b>		
Program revenues	\$ 8,749,800	\$ 9,470,020
General revenues		
Taxes levied for general purposes	4,462,508	4,837,194
Taxes levied for other specific purposes	(153)	102
Taxes levied for debt service	2,810,373	2,579,489
Federal and State aid not restricted to specific purposes	23,777,007	24,003,067
Interest and investment earnings	114,264	37,894
Interagency revenues	80,000	30,000
Miscellaneous	213,617	281,330
Total revenues	<u>40,207,416</u>	<u>41,239,096</u>
<b>Expenses</b>		
Instruction	22,794,937	23,090,184
Instruction related services	3,832,493	3,944,777
Pupil support services	4,006,190	3,928,028
General administration	2,098,572	2,000,954
Plant services	4,882,426	4,404,459
Other	7,889,595	7,700,307
Total expenses	<u>45,504,213</u>	<u>45,068,709</u>
Decrease in net position	<u>\$ (5,296,797)</u>	<u>\$ (3,829,613)</u>

CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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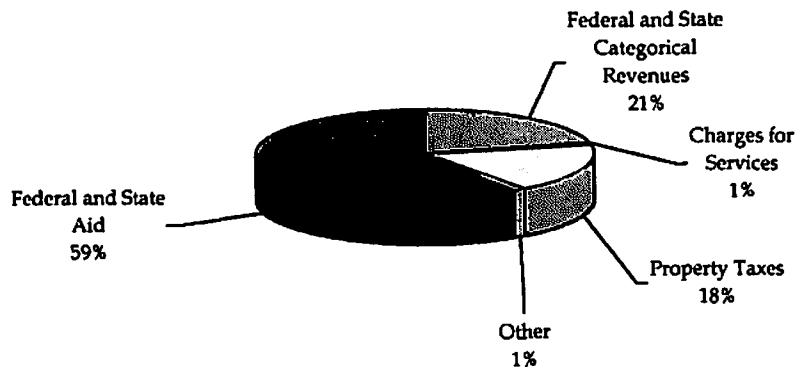
**FINANCIAL ANALYSIS OF THE GOVERNMENT-WIDE STATEMENTS (CONCLUDED)**

**Governmental Activities**

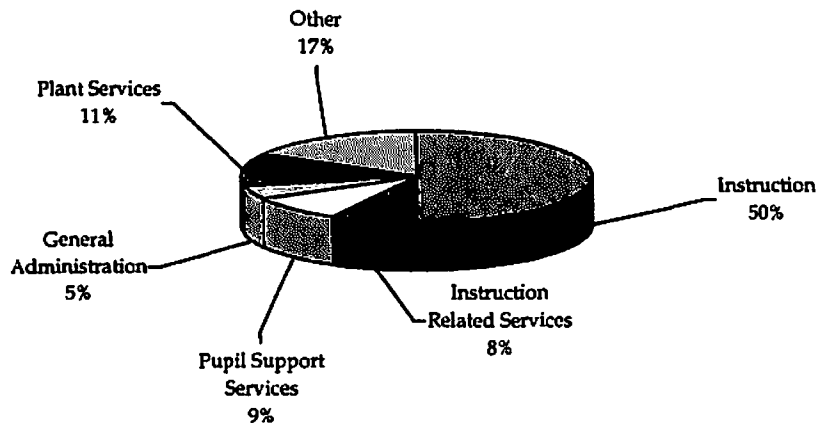
As reported in the Statement of Activities, the cost of all of the District's governmental activities this year was \$45.5 million. The amount that our local taxpayers financed for these activities through property taxes was \$7.3 million. Federal and State aid not restricted to specific purposes totaled \$23.7 million. State and Federal Categorical revenue totaled over \$8.3 million, or 21% of the revenue of the entire District (See Figure 1).

**Sources of Revenue for the 2012-13 Fiscal Year**

**Figure 1**



**Figure 2**  
**Expenses for the 2012-13 Fiscal Year**





CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**FINANCIAL ANALYSIS OF THE FUND STATEMENTS**

The fund financial statements focus on individual parts of the District's operations in more detail than the government-wide statements. The District's individual fund statements provide information on inflows and outflows and balances of spendable resources. The District's governmental Funds reported a combined fund balance of \$10.7 million, an increase of \$5 thousand from the previous fiscal year's combined ending balance of \$10.7 million. The General Fund balance increased \$75 thousand.

**General Fund Budgetary Highlights**

Over the course of the year, the District revised the annual operating budget. The significant budget adjustments fell into the following categories:

- ◆ Budget revisions to the adopted budget required after approval of the State budget.
- ◆ Budget revisions to update revenues to actual enrollment information and to update expenditures for staffing adjustments related to actual enrollments.
- ◆ Other budget revisions are routine in nature, including adjustments to categorical revenues and expenditures based on final awards, and adjustments between expenditure categories for school and department budgets.

The final revised budget for the General Fund reflected a net decrease to the ending balance of \$5 thousand.

The District ended the year with \$6.9 million in the General Fund ending balance, of which \$4 million is unrestricted. The remaining balance is made up of restricted and assigned fund balances. The State recommends an ending reserve for economic uncertainties of 3% of total General Fund expenditures and other financing uses. The District's requirement for 2012-2013, was \$1,046,190. The District was able to meet this requirement.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**CAPITAL ASSET AND DEBT ADMINISTRATION**

**Capital Assets**

By the end of the 2012-13 fiscal year, the District had invested \$120 million in a broad range of capital assets, including school buildings, athletic facilities, administrative buildings, site improvements, vehicles, and equipment. The capital assets net of depreciation were \$73 million at June 30, 2013, which is a decrease of \$3.5 million from the previous year.

**Table 3**  
**Comparative Schedule of Capital Assets**  
**(net of depreciation)**  
**June 30, 2013 and 2012**

	2013	2012	Difference Increase (Decrease)
Land	\$ 10,509,396	\$ 10,509,396	
Site Improvements	3,841,965	3,631,564	\$ 210,401
Buildings	56,778,025	59,847,150	(3,069,125)
Machinery and Equipment	1,000,758	1,170,054	(169,296)
Work in Process	772,986	1,253,435	(480,449)
<b>Totals</b>	<b>\$ 72,903,130</b>	<b>\$ 76,411,599</b>	<b>\$ (3,508,469)</b>

The decrease in capital assets occurred due to the disposal of one bus, two trucks and depreciation. The District purchased a trailer and continued work on various site improvements, including phone systems and bell and clock systems.

**Long-Term Debt**

At June 30, 2013, the District had \$73.6 million in long-term debt outstanding.

**Table 4**  
**Comparative Schedule of Outstanding Debt**  
**June 30, 2013 and 2012**

	2013	2012
General Obligation Bonds	\$ 38,747,907	\$ 39,890,851
Accreted Interest	31,186,559	28,866,114
Other Post-employment Benefits	3,236,271	2,534,529
Early Retirement Incentives		35,306
Capital Lease Obligations	23,631	34,354
Other Long-term Debt	289,500	337,750
Compensated Absences	106,123	96,329
<b>Totals</b>	<b>\$ 73,589,991</b>	<b>\$ 71,795,233</b>

**CENTER JOINT UNIFIED SCHOOL DISTRICT**  
**MANAGEMENT 'S DISCUSSION AND ANALYSIS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

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**CAPITAL ASSET AND DEBT ADMINISTRATION (CONCLUDED)**

**Long-Term Debt (Concluded)**

The long-term debt paid by the District was approximately \$2.5 million in 2012-13.

**FACTORS BEARING ON THE DISTRICT'S FUTURE**

The State's economic condition continues to be a major factor affecting the District's future. The financial well-being of the District is tied in large measure to the state funding formula. Furthermore, the State's current year budget does not fully address its timely funding of school districts throughout the State.

The District's declining enrollment shows signs of slowing but is still anticipated to continue for the next two years. The District's share of state revenues is dependent on attendance and is not fluctuating as severely as in year's past. In addition, future year's funding under the new funding formula will guide District operations and potential growth.

With the declining enrollment, the continued problems with the State's economic condition and the continued aging of the District's capital assets the District must continue to be diligent while using District resources. The future of the District's fiscal health requires management to plan carefully and prudently to provide the resources to meet student needs over the next several years. The District has an excellent track record in meeting this challenge in what has proven to be a cycle of lean years and will continue to act according to future needs.

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, parents, investors, and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact Fiscal Services, Center Joint Unified School District, 8408 Watt Avenue, Antelope, CA 95843.

CENTER JOINT UNIFIED SCHOOL DISTRICT

STATEMENT OF NET POSITION

JUNE 30, 2013

		Governmental Activities
<u>Assets</u>		
Cash (Note 2)		\$ 10,426,712
Investments (Note 2)		50
Accounts Receivable (Note 4)		7,719,077
Stores Inventory (Note 1H)		73,127
Prepaid Expenses (Note 1H)		87,288
Unamortized Bond Issuance Costs (Note 6)		569,462
Capital Assets, Net of Depreciation (Note 7)		72,903,130
Total Assets		<u>\$ 91,778,846</u>
<u>Liabilities</u>		
Deficit Cash (Note 2)		\$ 1,327,416
Accounts Payable and Other Current Liabilities		1,740,944
Deferred Revenue (Note 1H)		30,610
Tax Revenue Anticipation Notes (Note 8)		4,500,000
Unamortized Bond Premiums (Note 9)		512,695
Long-term Liabilities (Note 15)		
Due Within One Year	\$ 2,937,044	
Due After One Year	<u>70,652,947</u>	
Total Long-Term Liabilities		<u>73,589,991</u>
Total Liabilities		<u>\$ 81,701,656</u>
<u>Net Position</u>		
Net Investment in Capital Assets		\$ 34,936,639
Restricted For:		
Capital Projects		1,053,226
Debt Service		2,970,650
Education Programs		1,036,513
Other Purposes (Expendable)		111,027
Unrestricted (Deficit)		<u>(30,030,865)</u>
Total Net Position		<u>\$ 10,077,190</u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
<u>Governmental Activities</u>	<u>Expenses</u>				<u>Governmental Activities</u>
Instruction	\$ 22,794,937	\$ 87,773	\$ 5,124,794	\$ 6,132	\$ (17,576,238)
Instruction-Related Services:					
Supervision of Instruction	742,332		464,855		(277,477)
Instructional Library, Media and Technology	497,160		76,982		(420,178)
School Site Administration	2,593,001		160,789		(2,432,212)
Pupil Services:					
Home-To-School Transportation	953,516	18,236	274,202		(661,078)
Food Services	1,763,370	309,692	1,351,290		(102,388)
All Other Pupil Services	1,289,304		546,225		(743,079)
General Administration:					
Data Processing	324,902	30,143	2,236		(292,523)
All Other General Administration	1,773,670	12,601	161,705		(1,599,364)
Plant Services	4,882,426	24	407		(4,881,995)
Ancillary Services	196,949				(196,949)
Interest on Long-Term Debt	3,577,517				(3,577,517)
Other Outgo	491,580		121,714		(369,866)
Depreciation (unallocated)	3,623,549				(3,623,549)
<b>Total Governmental Activities</b>	<b>\$ 45,504,213</b>	<b>\$ 458,469</b>	<b>\$ 8,285,199</b>	<b>\$ 6,132</b>	<b>(36,754,413)</b>
General Revenues:					
Property Taxes Levied For:					
General Purposes					4,462,508
Debt Service					2,810,373
Other Specific Purposes					(153)
Federal and State Aid Not Restricted to Specific Purposes					23,777,007
Interest and Investment Earnings					114,264
Interagency revenues					80,000
Miscellaneous					213,617
<b>Total General Revenues</b>					<b>31,457,616</b>
Change (Decrease) in Net Position					(5,296,797)
Net Position Beginning					15,373,987
Net Position Ending					<b>\$ 10,077,190</b>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2013

	General Fund	Bond Interest and Redemption Fund	Other Governmental Funds	Total Governmental Funds
<u>Assets</u>				
Cash (Note 2)	\$ 4,928,247	\$ 2,946,192	\$ 2,552,273	\$ 10,426,712
Investments (Note 2)			50	50
Accounts Receivable (Note 4)	7,671,487	26,176	21,414	7,719,077
Due From Other Funds (Note 5)	97,444		4,685	102,129
Stores Inventory (Note 1H)	53,183		19,944	73,127
Prepaid Expenditures (Note 1H)	87,288			87,288
Total Assets	<u>\$ 12,837,649</u>	<u>\$ 2,972,368</u>	<u>\$ 2,598,366</u>	<u>\$ 18,408,383</u>
<u>Liabilities and Fund Balances</u>				
Liabilities:				
Deficit Cash (Note 2)			\$ 1,327,416	\$ 1,327,416
Accounts Payable	\$ 1,429,854	\$ 1,101	298,248	1,729,203
Deferred Revenue (Note 1H)	2,059	617	27,934	30,610
Due to Other Funds (Note 5)	4,685		97,444	102,129
Tax Revenue Anticipation Notes (Note 8)	4,500,000			4,500,000
Total Liabilities	<u>5,936,598</u>	<u>1,718</u>	<u>1,751,042</u>	<u>7,689,358</u>
Fund Balances (Note 1H):				
Nonspendable	150,471		20,944	171,415
Restricted	1,036,513	2,970,650	1,924,725	5,931,888
Committed			231,878	231,878
Assigned	1,695,555			1,695,555
Unassigned (Deficit)	4,018,512		(1,330,223)	2,688,289
Total Fund Balances	<u>6,901,051</u>	<u>2,970,650</u>	<u>847,324</u>	<u>10,719,025</u>
Total Liabilities and Fund Balances	<u>\$ 12,837,649</u>	<u>\$ 2,972,368</u>	<u>\$ 2,598,366</u>	<u>\$ 18,408,383</u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
RECONCILIATION OF THE GOVERNMENTAL FUNDS  
BALANCE SHEET TO THE STATEMENT OF NET POSITION  
JUNE 30, 2013

Total fund balance - governmental funds	\$	10,719,025
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation.

Capital assets, at historical cost:	\$	120,424,733	
Accumulated depreciation:		(47,521,603)	
Net:			72,903,130

Unamortized costs: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, debt issue costs are amortized over the life of the debt.

Unamortized debt issue costs included on the statement of net position are:	569,462
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Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was:

(11,741)

Unamortized bond premium: In governmental funds, if debt is issued at a premium, the premium is recognized as an Other Financing Source in the period it is incurred. In the government-wide statements, the premium is amortized as a reduction in annual interest expense over the life of the debt.

Unamortized premium at year-end was:	(512,695)
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Long-term liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

General obligation bonds	\$	38,747,907	
Accreted Interest		31,186,559	
Other post-employment benefits		3,236,271	
Capital lease obligations		23,631	
Other long-term debt		289,500	
Compensated absences		106,123	
Total		(73,589,991)	

Total net position - governmental activities	\$	10,077,190
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THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

	General Fund	Bond Interest and Redemption Fund	Other Governmental Funds	Total Governmental Funds
<b><u>Revenues</u></b>				
Revenue Limit Sources				
State Apportionments	\$ 20,088,393			\$ 20,088,393
Local Sources	4,463,124			4,463,124
Total Revenue Limit	24,551,517			24,551,517
Federal Revenue	2,654,944		\$ 1,576,597	4,231,541
Other State Revenue	4,877,278	\$ 55,114	503,647	5,436,039
Other Local Revenue	2,864,085	2,764,439	377,300	6,005,824
Total Revenues	34,947,824	2,819,553	2,457,544	40,224,921
<b><u>Expenditures</u></b>				
Certificated Salaries	16,872,939		72,189	16,945,128
Classified Salaries	5,799,460		618,838	6,418,298
Employee Benefits	7,027,143		300,106	7,327,249
Books and Supplies	771,924		835,110	1,607,034
Services and Other				
Operating Expenditures	4,093,469		778,522	4,871,991
Capital Outlay	17,613		266,818	284,431
Debt Service:				
Principal Retirement	94,279	1,142,946		1,237,225
Interest and Fiscal Charges	3,887	1,296,325	7,955	1,308,167
Other Outgo	121,903	1,227	97,070	220,200
Total Expenditures	34,802,617	2,440,498	2,976,608	40,219,723
Excess of Revenues Over (Under) Expenditures	145,207	379,055	(519,064)	5,198
Other Financing Sources (Uses):				
Operating Transfers In (Note 5)			70,384	70,384
Operating Transfers Out (Note 5)	(70,384)			(70,384)
Total Other Financing Sources (Uses)	(70,384)	0	70,384	0
Excess of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses	74,823	379,055	(448,680)	5,198
Fund Balances - July 1, 2012	6,826,228	2,591,595	1,296,004	10,713,827
Fund Balances - June 30, 2013	\$ 6,901,051	\$ 2,970,650	\$ 847,324	\$ 10,719,025

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS



**CENTER JOINT UNIFIED SCHOOL DISTRICT**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

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Net change in fund balances - total governmental funds	\$	5,198
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Amounts reported for governmental activities in the statement of activities are different because:

Capital outlay: In governmental funds, the costs of capital assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets are allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:

Expenditures for capital outlay: \$	127,380	
Depreciation expense:	(3,623,549)	
Net:		(3,496,169)

Debt service: In governmental funds, repayments of long-term debt are reported as expenditures. In government-wide statements, repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were:

2,460,655

Debt issue costs: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, issue costs are amortized over the life of the debt. Amortization of debt issuance costs for the period is:

(43,135)

Gain or loss from disposal of capital assets: In governmental funds, the entire proceeds from disposal of capital assets are reported as revenue. In the statement of activities, only the resulting gain or loss is reported. The difference between the proceeds from disposal of capital assets and the resulting gain or loss is:

(12,299)

Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was:

(3,573,854)

Compensated absences: In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The difference between compensated absences paid and compensated absences earned was:

(9,794)

Postemployment benefits other than pensions (OPEB): In governmental funds, OPEB costs are recognized when employer contributions are made. In the statement of activities, OPEB costs are recognized on the accrual basis. This year, the difference between OPEB costs and actual employer contributions was:

(701,742)

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
RECONCILIATION OF THE GOVERNMENTAL FUNDS  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES (CONCLUDED)  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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Other liabilities not normally liquidated with current financial resources: In the government-wide statements, expenses must be accrued in connection with any liabilities incurred during the period that are not expected to be liquidated with current financial resources, in addition to compensated absences and long-term debt. Examples include special termination benefits such as retirement incentives financed over time, and structured legal settlements. This year, expenses incurred for such obligations were:

35,306

Amortization of debt issue premium: In governmental funds, if debt is issued at a premium, the premium is recognized as an Other Financing Source in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Amortization of premium for the period is:

39,038

Total change (decrease) in net position - governmental activities (minor differences may be due to rounding)

\$ (5,296,796)

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
STATEMENT OF NET POSITION  
FIDUCIARY FUNDS  
JUNE 30, 2013

	<u>Agency Fund Student Body Funds</u>
<u>Assets</u>	
Cash (Note 2)	\$ 204,929
Total Assets	<u>\$ 204,929</u>
<u>Liabilities</u>	
Due to Student Groups	\$ 204,929
Total Liabilities	<u>\$ 204,929</u>
<u>Net Position</u>	
Total Net Position	<u>\$ 0</u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

The District accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's California School Accounting Manual. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

A. Reporting Entity

A reporting entity is comprised of the primary government, component units and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, boards and agencies that are not legally separate from the District. For Center Joint Unified School District, this includes general operations, food service and student related activities of the District. The District has considered all potential component units in determining how to define the reporting entity, using criteria set forth in accounting principles generally accepted in the United States of America. The District determined that there are no potential component units that meet the criteria for inclusion within the reporting entity.

B. Basis of Presentation

Government-wide Financial Statements:

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the District and its component units.

The government-wide statements are prepared using the economic resources measurement focus. This is the same approach used in the preparation of the fiduciary fund financial statements but differs from the manner in which governmental fund financial statements are prepared. Governmental fund financial statements, therefore, include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for the governmental funds.

The government-wide statement of activities presents a comparison between direct expenses and program revenues for each function or program of the district's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. The District does not allocate indirect expenses to functions in the statement of activities. Program revenues include charges paid by the recipients of goods or services offered by a program, as well as grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues, which are not classified as program revenues, are presented as general revenues of the District, with certain exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the District.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Concluded)

Fund Financial Statements:

Fund financial statements report detailed information about the District. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major governmental fund is presented in a separate column, and all non-major funds are aggregated into one column. Fiduciary funds are reported by fund type.

The accounting and financial treatment applied to a fund is determined by its measurement focus and the modified accrual basis of accounting. All governmental funds are accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current asset and current liabilities are generally included on the balance sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances for these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

Fiduciary funds are reported using the economic resources measurement focus and the modified accrual basis of accounting.

C. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Fiduciary funds use the accrual basis of accounting.

Revenues - exchange and non-exchange transactions:

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded under the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. "Available" means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, "available" means collectible within the current period or within 60 days after year-end.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Basis of Accounting (Concluded)

Revenues - exchange and non-exchange transactions (Concluded):

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, grants, and entitlements. Under the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and entitlements is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are to be used or the fiscal year when use is first permitted; matching requirements, in which the District must provide local resources to be used for a specific purpose; and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. Under the modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Deferred revenue:

Deferred revenue arises when assets are received before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are recorded as deferred revenue. On governmental fund financial statements, receivables associated with non-exchange transactions that will not be collected within the availability period have also been recorded as deferred revenue.

Expenses/expenditures:

On the accrual basis of accounting, expenses are recognized at the time a liability is incurred. On the modified accrual basis of accounting, expenditures are generally recognized in the accounting period in which the related fund liability is incurred, as under the accrual basis of accounting. However, under the modified accrual basis of accounting, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Allocations of cost, such as depreciation and amortization, are not recognized in the governmental funds.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. Expenditures incurred in the unrestricted resources shall be reduced first from the committed resources, then from assigned resources and lastly, the unassigned resources.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Fund Accounting

The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The District's accounts are organized into major, non-major and fiduciary funds as follows:

MAJOR GOVERNMENTAL FUNDS:

1. General Fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund. The following Special Revenue Funds, accounted for separately by the District, are included with the General Fund to comply with GASB 54: Charter School Fund and Special Reserve Fund for Other Than Capital Outlay Projects.
2. Bond Interest and Redemption Fund is used to account for the accumulation of resources for, and the repayment of, District bonds, interest and related costs.

NON-MAJOR GOVERNMENTAL FUNDS:

Special Revenue Funds are used to report the proceeds of specific revenue sources that are restricted or committed for purposes other than debt service and capital outlay, and that comprise a substantial portion of the fund's resources. The District maintains four non-major special revenue funds:

1. Adult Education Fund is used to account for resources committed to adult education programs maintained by the District.
2. Child Development Fund is used to account for resources committed to child development programs maintained by the District.
3. Cafeteria Fund is used to account separately for federal, state, and local resources received and expenditures authorized by the Board to operate the District's food service program.
4. Deferred Maintenance Fund is used to account separately for State apportionments and District contributions committed for the purpose of major repairs or replacement of District property.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Fund Accounting (Concluded)

NON-MAJOR GOVERNMENTAL FUNDS (CONCLUDED):

Capital Projects Funds are used to account for and report financial resources that are restricted, committed or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. The District maintains three non-major capital projects funds:

1. Building Fund is used to account for the renovation, modernization, and new construction of major governmental capital facilities and buildings from the proceeds of the sale of general obligation bonds.
2. Capital Facilities Fund is used to account for resources received from developer impact fees assessed under provisions of the California Environmental Quality Act (CEQA). Expenditures are restricted to the purposes specified in Government Code Sections 65970-65981.
3. County School Facilities Fund is used to account for the State allocation and District matches and related expenditures made for modernization, new construction and hardship projects.

FIDUCIARY FUNDS:

Agency Funds are used to account for assets of others for which the District acts as an agent. The District maintains student body funds, which are used to account for the raising and expending of money to promote the general welfare, morale, and educational experience of the student body. Agency funds are custodial in nature and do not involve measurement of results of operations. Such funds have no equity accounts since all assets are due to individuals or entities at some future time.

The amounts reported for student body funds represent the combined totals of all schools within the District.

E. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. By state law, the District's governing board must adopt a final budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.



CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Budgets and Budgetary Accounting (Concluded)

These budgets are revised by the District's Board of Trustees and District Superintendent during the year to give consideration to unanticipated income and expenditures. The original and final revised are presented for the General Fund and Major Special Revenue Funds as required supplementary information in the financial statements.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account (see Note 3).

The District did not adopt a budget for the Bond Interest and Redemption Fund in 2012-2013.

F. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated at June 30.

G. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

H. Assets, Liabilities and Equity

1. Deposits and Investments

Cash balances held in commercial bank accounts are insured to \$250,000 by the Federal Deposit Insurance Corporation (FDIC).

In accordance with *Education Code* Section 41001, the District maintains substantially all of its cash in the County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investments losses are proportionately shared by all funds in the pool.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Continued)

1. Deposits and Investments (Concluded)

The county is authorized to deposit cash and invest excess funds by California *Government Code* Section 53648 et seq. The funds maintained by the county either are secured by federal depository insurance or are collateralized.

*Investments Valuation* - In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available. However, the District's financial statements do not reflect the fair value of investments as the differences between total investment cost and fair value has been determined to be immaterial.

2. Stores Inventories and Prepaid Expenditures

Inventories are recorded using the consumption method, in that inventory acquisitions are initially recorded in inventory (asset) accounts, and are charged as expenditures when used. Reported inventories are equally offset by nonspendable fund balance, which indicates that these amounts are not "available for appropriation and expenditure" even though they are a component of net current assets. The District's central stores inventory and cafeteria inventory valuation is First-in-First-out (FIFO).

Prepaid expenditures (expenses) represent amounts paid in advance of receiving goods or services. The District has the option of reporting an expenditure in governmental funds for prepaid items either when purchased or during the benefiting period. The District has chosen to report the expenditures in the benefitted period.

3. Capital Assets

Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over an estimated useful life of 5 to 50 years depending on the asset class.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Continued)

4. Deferred Revenue

Cash received for federal and state special projects and programs is recognized as revenue to the extent that qualified expenditures have been incurred. Deferred revenue is recorded to the extent that cash received on specific projects and programs exceeds qualified expenditures.

5. Compensated Absences

All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expense in the period taken, since such benefits do not vest, nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires. At retirement, each classified member will receive .004 year of service credit for each day of unused sick leave. Credit for unused sick leave is applicable to all certificated employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year, if employed full-time.

6. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position.

7. Net Position

In the government-wide financial statements, net position is classified in the following categories:

**Net Investment in Capital Assets** - This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Continued)

7. Net Position (Concluded)

Restricted Net Position - This amount is restricted by external creditors, grantors, contributors, laws or regulations of other governments.

Unrestricted Net Position - This amount is the net position that did not meet the definition of "net investment in capital assets" or "restricted net position".

8. Use of Restricted/Unrestricted Net Position

When an expense is incurred for purposes for which both restricted and unrestricted net position is available, the District's policy is to apply restricted net position first.

9. Fund Equity

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned, based primarily on the extent to which the District is bound to honor constraints on how specific amounts are to be spent:

Nonspendable Fund Balance - Includes the portions of fund balance not appropriable for expenditures.

Restricted Fund Balance - Includes amounts subject to externally imposed and legally enforceable constraints.

Committed Fund Balance - Includes amounts subject to District constraints self-imposed by formal action of the District Governing Board.

Assigned Fund Balance - Includes amounts the District intends to use for a specific purpose. Assignments may be established by the District Governing Board, or the Superintendent of the District, with the recommendation of the Director of Fiscal Services.

Unassigned Fund Balance - Includes the residual balance that has not been assigned to other funds and is not restricted, committed, or assigned to specific purposes.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**H. Assets, Liabilities and Equity (Continued)**

**9. Fund Equity (Continued)**

*Fund Balances*

The District's fund balances at June 30, 2013 consisted of the following:

	General Fund	Bond Interest and Redemption Fund	Other Governmental Funds	Total
<b>Nonspendable:</b>				
Revolving Fund	\$ 10,000		\$ 1,000	\$ 11,000
Stores Inventory	53,183		19,944	73,127
Prepaid Expenditures	87,288			87,288
<b>Total Nonspendable Fund Balance</b>	<b>150,471</b>		<b>20,944</b>	<b>171,415</b>
<b>Restricted For:</b>				
Legally Restricted Categorical Funding	1,036,513			1,036,513
Debt Service		\$ 2,970,650		2,970,650
Purpose of Fund			1,924,725	1,924,725
<b>Total Restricted Fund Balance</b>	<b>1,036,513</b>	<b>2,970,650</b>	<b>1,924,725</b>	<b>5,931,888</b>
<b>Committed For:</b>				
Adult Education Program			71,105	71,105
Deferred Maintenance Projects			160,773	160,773
<b>Total Committed Fund Balance</b>	<b>0</b>	<b>0</b>	<b>231,878</b>	<b>231,878</b>
<b>Assigned For:</b>				
Operation of Charter School Programs	365,332			365,332
Covering Deficit Balance in Fund 25	1,330,223			1,330,223
<b>Total Assigned Fund Balance</b>	<b>1,695,555</b>	<b>0</b>	<b>0</b>	<b>1,695,555</b>
<b>Unassigned:</b>				
Reserve for Economic Uncertainties	1,013,450			1,013,450
Other Unassigned (Deficit)	3,005,062		(1,330,223)	1,674,839
<b>Total Unassigned Fund Balance (Deficit)</b>	<b>4,018,512</b>	<b>0</b>	<b>(1,330,223)</b>	<b>2,688,289</b>
<b>Total Fund Balances</b>	<b>\$ 6,901,051</b>	<b>\$ 2,970,650</b>	<b>\$ 847,324</b>	<b>\$ 10,719,025</b>

*Fund Balance Policy*

The District believes that sound financial management principles require that sufficient funds be retained by the District to provide a stable financial base at all times. To retain this stable financial base, the District needs to maintain unrestricted fund balance in its General Fund sufficient to fund cash flows of the District and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature.

The purpose of the District's fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels because of temporary revenue shortfalls or unpredicted one-time expenditures.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Assets, Liabilities and Equity (Concluded)

9. Fund Equity (Concluded)

*Fund Balance Policy (Concluded)*

The District has adopted a policy to achieve and maintain unrestricted fund balance in the General Fund of 3% of total General Fund expenditures, other uses and transfers out at the close of each fiscal year, consistent with the recommended level promulgated by the State of California. If any portion of the 3% reserve for economic uncertainties is spent, the District shall reduce expenditures to reestablish the 3%.

Additional detailed information, along with the complete *Fund Balance Policy* can be obtained from the District.

10. Revenue Limit/Property Tax

The District's revenue limit is received from a combination of local property taxes, state apportionments, and other local sources.

The county is responsible for assessing, collecting, and apportioning property taxes. Taxes are levied for each fiscal year on taxable real and personal property in the county. The levy is based on the assessed values as of the preceding January 1, which is also the lien date. Property taxes on the secured roll are due on November 1 and February 1, and taxes become delinquent after December 10 and April 10, respectively. Property taxes on the unsecured roll are due on the lien date (January 1), and become delinquent if unpaid by August 31.

Secured property taxes are recorded as revenue when apportioned, in the fiscal year of the levy. The county apportions secured property tax revenue in accordance with the alternate method of distribution prescribed by Section 4705 of the California *Revenue and Taxation Code*. This alternate method provides for crediting each applicable fund with its total secured taxes upon completion of the secured tax roll - approximately October 1 of each year.

The County Auditor reports the amount of the District's allocated property tax revenue to the California Department of Education. Property taxes are recorded as local revenue limit sources by the District.

The California Department of Education reduces the District's entitlement by the District local property tax revenue. The balance is paid from the state General Fund, and is known as the State Apportionment.

The District's Base Revenue Limit is the amount of general-purpose tax revenue, per average daily attendance (ADA), that the District is entitled to by law. This amount is multiplied by the second period ADA to derive the District's total entitlement.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**I. Impact of Recently Issued Accounting Principles**

The GASB issued Statement 60, *Accounting and Financial Reporting for Service Concession Arrangements* providing financial reporting guidance for service concession arrangements (SCAs). Although this statement is effective for fiscal year 2012-2013, the District does not have any SCAs and therefore the adoption of GASB 60 does not have any impact on the District's financial statements.

The GASB issued Statement 61, *The Financial Reporting Entity: Omnibus an amendment of GASB Statements No. 14 and No. 34* in November 2010. GASB 61 provides criteria for classifying entities as component units to better assess the accountability of elected officials by ensuring the financial reporting entity includes only organizations which the elected officials are financially accountable or that are determined by the District to be misleading to exclude. This statement is effective beginning in fiscal year 2013-2014. Management is currently evaluating the impact of the adoption of this statement on the District's financial statements.

The GASB issued Statement 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements* in December 2010. GASB 62 incorporates into authoritative literature guidance that is included in pronouncements issued on or before November 30, 1989 by the Financial Accounting Standards Board (FASB), Statements and Interpretations, Accounting Principles Board Opinions and Accounting Research Bulletins of the American Institute of Certified Public Accountants' (AICPA) Committee on Accounting Procedures, which does not conflict with or contradict GASB pronouncements. The District was required to implement the Statement 62 in fiscal year 2012-2013, although adoption of Statement 62 does not have any impact on the District's financial statements.

The GASB issued Statement 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* in June 2011. GASB 63 provides guidance for reporting deferred outflows of resources, deferred inflows of resources, and net position and related disclosures. The statement of net assets is renamed the statement of net position and includes four components, assets, deferred outflows of resources, liabilities and deferred inflows of resources. The District was required to implement the Statement 63 in fiscal year 2012-13.

The GASB issued Statement 65, *Items previously reported as Assets and Liabilities* in March, 2013. GASB 65 was intended to compliment Statement No. 63 by identifying items previously reported as assets and liabilities that should be classified as deferred outflows or deferred inflows going forward. This statement is effective beginning in fiscal year 2013-2014.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)**

**I. Impact of Recently Issued Accounting Principles (Concluded)**

The GASB issued Statement 67, *Financial Reporting for Pension Plans-an amendment of GASB Statement No. 25* in June 2012 to improve financial reporting by state and local governmental pension plans with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. This statement is effective beginning in fiscal year 2013-2014.

**NOTE 2 - CASH AND INVESTMENTS**

**A. Summary of Cash and Investments**

The following is a summary of cash and investments at June 30, 2013:

<u>Governmental Activities</u>	<u>Fiduciary Funds</u>	<u>Total</u>
<u>\$9,099,346</u>	<u>\$204,929</u>	<u>\$9,304,275</u>

The District had the following cash and investments at June 30, 2013:

	<u>Fair Value</u>	<u>Carrying Amount</u>	<u>Credit Quality Rating</u>
<u>Cash</u>			
Cash in Commercial Banks	\$ 357,256	\$ 357,236	Not Rated
Cash in Revolving Fund	11,000	11,000	Not Rated
Cash in County Treasury (net of \$1,327,416 deficit cash)	8,886,055	8,935,989	Not Rated
Total Cash	9,254,311	9,304,225	
<u>Investments</u>			
Cash in Treasury - Sacramento County Pool	50	50	Not Rated
Total Cash and Investments	<u>\$ 9,254,361</u>	<u>\$ 9,304,275</u>	



CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 2 - CASH AND INVESTMENTS (CONTINUED)

B. Policies and Practices

The District is authorized by State statutes and in accordance with the District's Investment Policy (Policy) to invest in the following:

- Securities issued or guaranteed by the Federal Government or its agencies
- State Local Agency Investment Fund (LAIF)
- Insured and/or collateralized certificates of deposit

The Policy, in addition to State statutes, establishes that funds on deposit in banks must be federally insured or collateralized and investments shall (1) have maximum maturity not to exceed five years, (2) be laddered and based on cash flow forecasts; and (3) be subject to limitations to a certain percent of the portfolio for each of the authorized investments. The District's investments comply with the established policy.

Cash in Commercial Banks

Cash balances held in commercial bank accounts are insured to \$250,000 by the Federal Deposit Insurance Corporation. These amounts are held in a single financial institution. As of June 30, 2013 the carrying amount of the District's accounts was \$368,256, of which \$118,256 was not insured.

Cash in County Treasury

In accordance with *Education Code* Section 41001, the District maintains substantially all of its cash with the County Treasury as an involuntary participant of a common investment pool, which totaled \$2,328,088,375. The fair market value of this pool as of that date, as provided by the pool sponsor, was \$2,315,079,069. Interest is deposited into participating funds. The balance available for withdrawal is based on the accounting records maintained by the county treasurer, which is recorded on the amortized cost basis.

The District ended the year with a negative cash balance in the Capital Facilities Fund of \$1,327,416. Under policies set by Sacramento County Treasurer's Office, the District is allowed to carry a negative cash balance in the fund as long as combined District cash is positive. The District is charged interest on the negative balance by the County Treasurer.

Investments

The District reports as investments, the amount on deposit with the Sacramento County Treasurer which has been invested in Cash in County Treasury in the County's group accounts. This investment totaled \$50 of June 30, 2013.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

NOTE 2 - CASH AND INVESTMENTS (CONTINUED)

C. Risk Disclosures

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures.

**Interest Rate Risk** - Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Pool and having the pool purchase a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

At June 30, 2013 the District had the following investment maturities:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Investment Maturities (in years)</u>		
		<u>Less than 1</u>	<u>1 to 4</u>	<u>4 or more</u>
County Treasury	\$ 8,886,055	\$ 6,250,451	\$ 2,383,240	\$ 252,364
County Treasury-Sacramento County	50	35	13	2
Total	<u>\$ 8,886,105</u>	<u>\$ 6,250,486</u>	<u>\$ 2,383,253</u>	<u>\$ 252,366</u>

**Credit Risk** - Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county is restricted by Government Code Section 53635 pursuant to Section 53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the District was not exposed to credit risk.

**Custodial Credit Risk** - Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 2 - CASH AND INVESTMENTS (CONCLUDED)

C. Risk Disclosures (Concluded)

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the District's name. At year end, the District was exposed to custodial credit risk with uninsured balances in commercial banks totaling \$118,256.

Concentration of Credit Risk - This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the District was not exposed to concentration of credit risk.

Foreign Currency Risk - This is the risk that exchange rate will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

NOTE 3 - EXCESS OF EXPENDITURES OVER APPROPRIATIONS

As of June 30, 2013, excess of expenditures over appropriations in individual funds are as follows:

<u>Fund</u>	<u>Excess Expenditures</u>
Major Governmental Funds:	
General Fund	
Employee Benefits	\$ 24,038
Non-Major Governmental Funds:	
Adult Education Fund	
Contract Services	154
Cafeteria Fund	
Debt Service-Interest	214
Capital Facilities Fund	
Debt Service-Interest	1,045

Unanticipated expenditures occurred for which the budgets were not revised. The District did not prepare a budget for the Bond Interest and Redemption Fund.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**NOTE 4 - ACCOUNTS RECEIVABLE**

Accounts receivable at June 30, 2013 consist of the following:

	General Fund	Bond Interest and Redemption Fund	Other Governmental Funds	Total
Federal Government				
Categorical Aid Programs	\$ 668,637		\$ 12,336	\$ 680,973
State Government				
Revenue Limit	4,932,799			4,932,799
Categorical Aid Programs	143,987			143,987
Lottery	382,471			382,471
Other	362,315		4,462	366,777
Total State Government	5,821,572		4,462	5,826,034
Local Government	1,150,717			1,150,717
Interest	17,763	\$ 26,176	4,616	48,555
Miscellaneous	12,798			12,798
Total Accounts Receivable	\$ 7,671,487	\$ 26,176	\$ 21,414	\$ 7,719,077

**NOTE 5 - INTERFUND TRANSACTIONS**

Interfund transactions are reported as either loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables and payables, as appropriate, and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers among governmental funds are netted as part of the reconciliation to the government-wide financial statements.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

NOTE 5 - INTERFUND TRANSACTIONS (CONCLUDED)

Interfund Receivables/Payables (Due From/Due To)

Individual fund interfund receivable and payable balances at June 30, 2013 are as follows:

	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
Major Governmental Funds:		
General Fund	\$ 97,444	\$ 4,685
Non-Major Governmental Funds:		
Adult Education Fund		290
Child Development Fund		26,755
Cafeteria Fund		70,399
Building Fund	4,685	
	<u>4,685</u>	<u>70,399</u>
Total	<u>\$ 102,129</u>	<u>\$ 102,129</u>

Interfund Transfers

Interfund transfers consist of operating transfers from funds receiving revenue to funds through which the resources are to be expended.

	<u>Transfers In</u>	<u>Transfers Out</u>
Major Governmental Funds:		
General Fund		\$ 70,384
Non-Major Governmental Funds:		
Adult Education Fund	\$ 70,384	
	<u>70,384</u>	<u>70,384</u>
Total	<u>\$ 70,384</u>	<u>\$ 70,384</u>

The District transferred \$70,384 from the General Fund to the Adult Education Fund to provide additional resources for the adult education program.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**NOTE 6 - UNAMORTIZED BOND ISSUANCE COSTS**

The District incurred bond issuance costs for each of its bond issues, \$754,679 in total. These costs are being amortized using the straight-line method over the life of the related bond issue as an increase in annual interest expense. The annual amortization of the bond issuance costs is as follows:

Year Ended June 30	Annual Amortization
2014	\$ 43,135
2015	43,135
2016	43,135
2017	41,232
2018	39,638
2019-2023	153,241
2024-2028	115,510
2029-2032	90,436
Total	<u>\$ 569,462</u>

**NOTE 7 - CAPITAL ASSETS AND DEPRECIATION**

Capital asset activity for the year ended June 30, 2013 is shown below:

	Balance July 01, 2012	Additions	Deductions	Balance June 30, 2013
Capital assets, not being depreciated:				
Land	\$ 10,509,396			\$ 10,509,396
Work in progress	1,253,435	\$ 120,900	\$ 601,349	772,986
Total capital assets, not being depreciated	<u>11,762,831</u>	<u>120,900</u>	<u>601,349</u>	<u>11,282,382</u>
Capital assets being depreciated:				
Buildings	91,482,634			91,482,634
Improvements of sites	13,584,358	601,349		14,185,707
Equipment	3,570,746	6,479	103,215	3,474,010
Total capital assets, being depreciated	<u>108,637,738</u>	<u>607,828</u>	<u>103,215</u>	<u>109,142,351</u>
Less accumulated depreciation for:				
Buildings	31,635,484	3,069,125		34,704,609
Improvements of sites	9,952,794	390,948		10,343,742
Equipment	2,400,692	163,476	90,916	2,473,252
Total accumulated depreciation	<u>43,988,970</u>	<u>3,623,549</u>	<u>90,916</u>	<u>47,521,603</u>
Total capital assets, being depreciated, net	<u>64,648,768</u>	<u>(3,015,721)</u>	<u>12,299</u>	<u>61,620,748</u>
Governmental activities capital assets, net	<u>\$ 76,411,599</u>	<u>\$ (2,894,821)</u>	<u>\$ 613,648</u>	<u>\$ 72,903,130</u>

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**NOTE 7 - CAPITAL ASSETS AND DEPRECIATION (CONCLUDED)**

Depreciation expense was charged to governmental activities as follows:

Depreciation (unallocated)                      \$ 3,623,549

**NOTE 8 - TAX REVENUE ANTICIPATION NOTES**

On March 15, 2013, the District issued \$4,500,000 in tax revenue anticipation notes (TRANS) with a yield rate of .51%. The TRANS are a general obligation of the District and are payable from revenue and cash receipts to be generated by the District. There are no contractual obligations related to the issuance other than the TRANS agreement. The note matures on September 3, 2013 and bears interest of 2.5%. Proceeds from the notes can be drawn upon throughout the period if cash shortages arise.

**NOTE 9 - UNAMORTIZED BOND PREMIUMS**

The District sold its 2001 Refunding Bonds and Series 2007D Bonds at a premium of \$229,604 and \$556,177, respectively. The premiums are being amortized using the straight-line method over the life of the related bond issue as a reduction in annual interest expense. The annual amortization of the bond premiums is as follows:

<u>Year Ended June 30</u>	<u>Annual Amortization</u>
2014	\$ 39,038
2015	39,038
2016	39,038
2017	39,038
2018	35,051
2019-2023	115,510
2024-2028	115,510
2029-2032	<u>90,472</u>
Total	<u>\$ 512,695</u>

**NOTE 10 - BONDED DEBT**

On August 1, 1992, the District issued 1992 General Obligation Bonds, Series "B" totaling \$3,069,796. Bond proceeds were used to acquire land for future schools, construction of new facilities, and rehabilitation of existing facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds were comprised of Current Interest Bonds and Capital Appreciation Bonds. The bonds bear interest rates from 5.85% to 6.30% and the Current Interest Bonds have matured with the Capital Appreciation Bonds scheduled to mature through 2017.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

NOTE 10 - BONDED DEBT (CONTINUED)

On March 4, 1997, the District issued 1992 General Obligation Bonds, Series "C" totaling \$15,974,099. Bond proceeds were used to acquire land for future schools, construction of new facilities, and rehabilitation of existing facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds bear interest rates from 4.55% to 5.8% and are scheduled to mature through 2022.

On April 4, 2001, the District issued 1992 General Obligation Refunding Bonds, totaling \$1,848,632. The bonds were issued to refund a portion of the District's outstanding 1992 General Obligation Bonds, Series A, originally issued on April 2, 1992. The proceeds of the bonds were placed in an escrow account for the sole benefit of prior bonds. Repayment of the bond is made from the special parcel tax revenues levied in connection with the 1992 General Obligation Bond, Series A issuance. The bonds were comprised of Current Interest Bonds and Capital Appreciation Bonds. The bonds bear interest rates from 3.0% to 5.33% and are scheduled to mature through 2018.

On May 17, 2007, the District issued 1992 General Obligation Bonds, Series "D" totaling \$24,998,234. Bond proceeds of \$5,421,608 were used to repay the District's remaining 2003 Refunding Certificates of participation balance and accrued interest. The remaining proceeds were used to acquire, expand and construct school facilities. Repayment of the bonds is made from the special parcel tax revenues levied in connection with this bond issue. The bonds bear interest rates from 4.5% to 5.9% and are scheduled to mature through 2032.

The outstanding general obligation bonded debt at June 30, 2013 is:

General Obligation Bonds

Date of Issue	Interest Rate %	Maturity Date	Amount of Original Issue	Outstanding July 01, 2012	Redeemed Current Year	Outstanding June 30, 2013
1992	3.50-6.30	2017	\$ 3,069,796	\$ 758,924	\$ 152,010	\$ 606,914
1997	3.30-4.75	2022	15,974,099	12,905,061	670,934	12,234,127
2001	3.00-5.33	2018	1,848,632	1,228,632	320,000	908,632
2007	3.75-4.73	2032	24,998,234	24,998,234		24,998,234
Totals			<u>\$ 45,890,761</u>	<u>\$ 39,890,851</u>	<u>\$ 1,142,944</u>	<u>\$ 38,747,907</u>



CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**NOTE 10 - BONDED DEBT (CONCLUDED)**

**Accreted Interest Bonds**

Series	Interest Rate	Maturity Date	Outstanding July 1, 2012	Accretion Current Year	Payments Current Year	Outstanding June 30, 2013
1992	3.50-6.30	2017	\$ 1,847,880	\$ 136,016	\$ 374,672	\$ 1,609,224
1997	3.30-4.75	2022	18,611,916	1,708,994	884,066	19,436,844
2001	3.00-5.33	2018	544,809	86,127		630,936
2007	3.75-4.73	2032	7,861,509	1,648,046		9,509,555
Totals			<u>\$ 28,866,114</u>	<u>\$ 3,579,183</u>	<u>\$ 1,258,738</u>	<u>\$ 31,186,559</u>

The annual requirements to amortize the General Obligation Bonds payable are as follows:

Year Ended June 30	Principal	Interest	Total
2014	\$ 1,251,047	\$ 1,543,418	\$ 2,794,465
2015	1,394,292	1,974,829	3,369,121
2016	1,178,102	2,481,301	3,659,403
2017	1,273,480	2,916,520	4,190,000
2018	1,415,495	3,189,505	4,605,000
2019-2023	9,513,335	23,176,665	32,690,000
2024-2028	13,179,228	18,085,772	31,265,000
2029-2032	9,542,928	18,967,072	28,510,000
Totals	<u>\$ 38,747,907</u>	<u>\$ 72,335,082</u>	<u>\$ 111,082,989</u>

**NOTE 11 - OTHER POST EMPLOYMENT BENEFITS**

In addition to the benefits described in Note 12 and Note 16, the District provides health, vision and dental benefits to qualified retirees. The Post Employment Benefit Plan (Plan) is a single-employer defined benefit healthcare plan administered by the District. The Plan provides medical, dental, and vision insurance benefits to eligible retirees and their spouses. Membership of the Plan consists of 64 retirees and beneficiaries currently receiving benefits and 409 active plan members. The unfunded portion of annual required contributions (net OPEB obligation) is presented in the statement of net position as a portion of long-term obligations.

***Funding Policy***

In order to fully fund the plan, the District would be required to contribute the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

NOTE 11 - OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

*Annual OPEB Cost*

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the last three years was as follows:

<u>Fiscal Year Ended June 30</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
2013	\$915,400	23.3%	\$3,236,271
2012	\$868,780	17.7%	\$2,534,529
2011	\$877,731	23.2%	\$1,145,931

The District's annual other post-employment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the District's net OPEB obligation:

Annual required contribution	\$ 964,986
Interest on OPEB obligation	126,727
Adjustment to annual required contribution	<u>(176,313)</u>
Annual OPEB cost (expense)	915,400
Payments made	<u>(213,658)</u>
Increase in net OPEB obligation	701,742
Net OPEB obligation-beginning of year	<u>2,534,529</u>
Net OPEB obligation-end of year	<u>\$3,236,271</u>

*Funding Status and Funding Progress*

As of July 1, 2012, the most recent actuarial valuation date, the actuarial accrued liability for benefits was \$7.4 million, all of which is unfunded.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 11 - OTHER POST EMPLOYMENT BENEFITS (CONCLUDED)

*Funding Status and Funding Progress (Concluded)*

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

*Actuarial Methods and Assumptions*

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefits costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2012, actuarial valuation, the "projected unit credit" actuarial cost method was used. The actuarial assumptions included a 5.0% projected unit credit investment rate of return (net of administrative expenses), which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 8% for medical and 5% for dental and vision. The UAAL is being amortized over an initial thirty years using a level-dollar basis. The remaining amortization period at June 30, 2013 is assumed to be twenty-six years.

NOTE 12 - EARLY RETIREMENT INCENTIVES

During the 2003-2004 fiscal year, the District adopted an early retirement incentive program, pursuant to Education Code Sections 22714 and 44929, whereby the service credit to eligible employees is increased by two years. Eligible employees had five or more years of service under the State Teachers' Retirement System (STRS) and retired during a period of not more than 120 days or less than 60 days from the date of the formal action taken by the District. Certificated employees who had reached the age of 55 and had at least one year of CalSTRS service were eligible to participate. The District's obligation was paid in full in the current year.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**NOTE 13 - LEASES**

**A. Capital Lease Obligations**

On July 18, 2011, the District entered into a sixty month lease of thirty Apple computers. The agreement provides for title to pass upon expiration of the lease period. Future minimum lease payments under this agreement are as follows:

<u>Year Ended June 30</u>	<u>Future Minimum Lease Payments</u>
2014	\$ 13,005
2015	<u>13,005</u>
Total payments	26,010
Less amounts representing interest and administrative fees	<u>2,379</u>
Present value of net minimum lease payments	<u><u>\$ 23,631</u></u>

**B. Operating Leases**

The District has entered into two office equipment leases that extend beyond the current fiscal year. The District does not intend to buy-out the equipment at the end of the lease and historically has turned in the old equipment for new. The following is a schedule by year of minimum future rentals on non-cancelable operating leases as of June 30, 2013:

<u>Year Ended June 30</u>	<u>Future Minimum Rent Payments</u>
2014	\$ 392,820
2015	392,820
2016	133,364
2017	<u>3,636</u>
Total	<u><u>\$ 922,640</u></u>

The District paid \$392,820 for related rents in 2012-2013. The District will receive no sublease rentals nor pay any contingent rentals for this equipment.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

**NOTE 14 - OTHER LONG-TERM DEBT**

On February 1, 2011, the District agreed to a settlement with the State of California for \$386,000 to be paid over eight years. The settlement was for a case involving the Antelope View Charter School and an attendance finding in fiscal year ending June 30, 2007. The amount payable to the State is a non-interest bearing penalty and the amortization of the liability as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Principal</u>
2014	\$ 48,250
2015	48,250
2015	48,250
2017	48,250
2018	48,250
2019-2020	<u>48,250</u>
Total	<u>\$289,500</u>

**NOTE 15 - LONG-TERM DEBT**

A schedule of changes in long-term debt for the year ended June 30, 2013 is shown below:

	<u>Balance</u> <u>July 1, 2012</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance</u> <u>June 30, 2013</u>	<u>Due Within</u> <u>One Year</u>
General Obligation Bonds	\$ 39,890,851		\$ 1,142,944	\$ 38,747,907	\$ 1,251,047
Accreted Interest	28,866,114	\$ 3,579,183	1,258,738	31,186,559	1,520,189
Other Post-employment Benefits	2,534,529	915,400	213,658	3,236,271	
Early Retirement Incentives	35,306		35,306	0	
Capital Lease Obligations	34,354		10,723	23,631	11,435
Other Long-term Debt	337,750		48,250	289,500	48,250
Compensated Absences	96,329	9,794		106,123	106,123
Totals	<u>\$ 71,795,233</u>	<u>\$ 4,504,377</u>	<u>\$ 2,709,619</u>	<u>\$ 73,589,991</u>	<u>\$ 2,937,044</u>

Payments on the general obligation bonds and accreted interest will be made from the Bond Interest and Redemption Fund. All other payments will be made from the General Fund.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**NOTE 16 - EMPLOYEE RETIREMENT SYSTEMS**

Qualified employees are covered under cost-sharing multiple-employer contributory retirement plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (STRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

**A. State Teachers' Retirement System (STRS)**

*Plan Description.* The Center Joint Unified School District contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from the STRS, 100 Waterfront Place, West Sacramento, California 95610.

*Funding Policy.* Active plan members are required to contribute 8.0% of their salary and the Center Joint Unified School District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2012-2013 was 8.25% of annual payroll. The contribution requirements of the plan members are established by state statute. The Center Joint Unified School District's contributions to STRS for the fiscal year ending June 30, 2013, 2012, and 2011 were \$1,391,316, \$1,353,328 and \$1,574,302, respectively, and equal 100% of the required contributions for each year.

**B. California Public Employees Retirement System (CalPERS)**

*Plan Description.* The Center Joint Unified School District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 Q Street, Room 1820, Sacramento, CA 95814.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**NOTE 16 - EMPLOYEE RETIREMENT SYSTEMS (CONCLUDED)**

**B. California Public Employees Retirement System (CalPERS) (Concluded)**

*Funding Policy.* Active plan members are required to contribute 7.0% of their salary and the Center Joint Unified School District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal 2012-2013 was 10.923% of annual payroll. The contribution requirements of the plan members are established by State statute. The Center Joint Unified School District's contributions to CalPERS for the fiscal year ending June 30, 2013, 2012 and 2011 were \$660,256, \$658,043 and \$685,759, respectively and equal 100% of the required contributions for each year.

**C. Social Security**

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (STRS or PERS) must be covered by social security or an alternative plan. The District has elected to use Social Security.

**D. On Behalf Payment**

The State of California makes contributions to STRS and PERS on behalf of the District. These payments consist of State General Fund contributions to STRS and contributions to PERS for the year ended June 30, 2013. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures; however, guidance received from the California Department of Education advises local education agencies not to record these amounts in the Annual Financial and Budget Report. These amounts also have not been recorded in these financial statements.

**NOTE 17 - STUDENT BODY FUNDS**

The Student Body Funds often engage in activities, which involve cash transactions. These transactions are not subject to adequate internal accounting control prior to deposits being recorded in the bank accounts. It has been determined on a cost benefit basis that providing increased internal control in this area does not justify the additional costs that would be necessary to control receipts prior to the point of deposit.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 18 - COMMITMENTS AND CONTINGENCIES

A. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2013.

B. State and Federal Allowances, Awards and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. If the review or audit discloses exceptions, the District may incur a liability to grantor agencies.

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

C. Joint Ventures

The District participates in a joint venture under a joint powers agreement (JPA) with the Schools Insurance Group. The relationship between the District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes.

The JPA arranges for and/or provides coverage for its members. The JPA is governed by a board consisting of a representative from each member district. The board controls the operations of their JPA, including selection of management and approval of operating budgets independent of any influence by the member districts beyond their representation on the Board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to their participation in the JPA.

D. Retiree Health Payment Options

In addition to pension benefits described in Notes 11 and 16, retirees meeting the eligibility criteria may provide additional service to the District, compensation for which shall be used for the purchase of the retiree's continued medical benefits. At the beginning of each school year the annual cost of retiree health benefits are calculated for retirees expressing interest to work in order to secure payment for health benefits. This annual cost is then divided by the retirees' final daily rate to determine number of days required to work. Retirees are paid through the payroll system and wages credited back to the District.



CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 18 - COMMITMENTS AND CONTINGENCIES (CONCLUDED)

E. Retiree Health Payment Options

Currently 32 retirees meet this eligibility requirement. The District pays the insurance premiums to maintain the level of coverage received by the retiree immediately preceding retirement. Expenditures for post-retirement health care benefits are recognized as the premiums are paid. During the year ended June 30, 2013, \$218,658 was recognized for post-employment health care. The District does not recognize a liability at June 30, 2013 for the future cost of providing these postemployment benefits since the District cost is contingent on the retiree continuing to be employed.

NOTE 19 - NEGATIVE ENDING FUND BALANCE

The Capital Facilities Fund ended the year with a negative ending fund balance of \$1,330,223. The negative fund balance will be eliminated by future program surpluses and transfer from other funds. The District has assigned an equal amount of ending fund balance in the General Fund.

NOTE 20 - RISK MANAGEMENT

A. Property and Liability

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2013, the District contracted with Schools Insurance Authority, JPA (SIA) for property and liability insurance coverage and Schools Insurance Authority, JPA for theft insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant change in coverage from the prior year.

B. Workers' Compensation

For fiscal year 2013, the District participated in the Schools Insurance Authority, JPA (SIA), an insurance purchasing pool. The intent of the SIA pool is to achieve the benefit of a reduced premium for the District by virtue of its grouping and representation with other participants in the SIA pool.

CENTER JOINT UNIFIED SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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NOTE 20 - RISK MANAGEMENT (CONCLUDED)

B. Workers' Compensation (Concluded)

The workers' compensation experience of the participating districts is calculated as one experience and a common premium rate is applied to all districts in the SIA pool. Each participant pays its workers' compensation premium based on its individual rate. Total savings are then calculated and each participant's individual performance is compared to the overall savings percentage. A participant will then either receive money from or be required to contribute to the "equity-pooling fund." This "equity pooling" arrangement insures that each participant shares equally in the overall performance of the SIA pool. Participation in the SIA pool is limited to districts that can meet the SIA pool selection criteria.

NOTE 21 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 17, 2013, the date on which the financial statements were available to be issued.

**REQUIRED SUPPLEMENTARY INFORMATION SECTION**

CENTER JOINT UNIFIED SCHOOL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCES - BUDGET (GAAP) AND ACTUAL  
GENERAL FUND  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts (GAAP Basis)	
<b>Revenues</b>				
Revenue Limit Sources:				
State Apportionments	\$ 17,380,970	\$ 19,358,697	\$ 20,088,393	\$ 729,696
Local Sources	5,139,627	5,716,598	4,463,124	(1,253,474)
Total Revenue Limit	22,520,597	25,075,295	24,551,517	(523,778)
Federal Revenue	2,700,247	2,947,649	2,654,944	(292,705)
Other State Revenue	4,738,211	5,150,039	4,877,278	(272,761)
Other Local Revenue	2,234,807	3,072,538	2,864,085	(208,453)
Total Revenues	32,193,862	36,245,521	34,947,824	(1,297,697)
<b>Expenditures</b>				
Certificated Salaries	16,532,366	17,435,007	16,872,939	562,068
Classified Salaries	5,813,660	5,988,789	5,799,460	189,329
Employee Benefits	6,899,222	7,003,105	7,027,143	(24,038)
Books and Supplies	1,068,756	1,331,695	771,924	559,771
Services and Other				
Operating Expenditures	3,829,565	4,327,197	4,093,469	233,728
Capital Outlay		17,635	17,613	22
Debt Service:				
Principal Retirement	106,510	111,320	94,279	17,041
Interest and Fiscal Charges	16,000	3,887	3,887	
Other Outgo	178,325	185,261	121,903	63,358
Total Expenditures	34,444,404	36,403,896	34,802,617	1,601,279
Excess of Revenues Over (Under) Expenditures	(2,250,542)	(158,375)	145,207	303,582
Other Financing Sources (Uses):				
Operating Transfers In	1,000,000			
Operating Transfers Out	(1,166,864)	(166,864)	(70,384)	96,480
Other Sources		319,768		(319,768)
Total Other Financing Sources (Uses)	(166,864)	152,904	(70,384)	(223,288)
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	(2,417,406)	(5,471)	74,823	80,294
Fund Balances - July 1, 2012	5,429,282	6,826,228	6,826,228	0
Fund Balances - June 30, 2013	\$ 3,011,876	\$ 6,820,757	\$ 6,901,051	\$ 80,294

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
SCHEDULE OF OTHER POSTEMPLOYMENT BENEFITS (OPEB)  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

Fiscal Year Ended	Actuarial Valuation Date	Actuarial Value of Assets	Schedule of Funding Progress		Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
			Actuarial Accrued Liability (AAL)	Unfunded Actuarial Accrued Liability (UAAL)			
6/30/11	July 1, 2008	\$ -	\$ 6,459,790	\$ 6,459,790	0%	\$ 21,848,071	30%
6/30/12	July 1, 2010	\$ -	\$ 6,459,790	\$ 6,459,790	0%	\$ 22,940,475	28%
6/30/13	July 1, 2012	\$ -	\$ 7,446,487	\$ 7,446,487	0%	\$ 22,653,563	33%

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**NOTE 1 - PURPOSE OF SCHEDULES**

**A. Budgetary Comparison Schedule**

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The budgets are revised during the year by the Board of Trustees to provide for revised priorities. Expenditures cannot legally exceed appropriations by major object code. The originally adopted and final revised budgets for the General Fund are presented as Required Supplementary Information. The basis of budgeting is the same as GAAP.

**B. Schedule of Other Postemployment Benefits Funding Progress**

The Schedule of Funding Progress presents multi-year trend information which compares, over time, the actuarially accrued liability for benefits with the actuarial value of accumulated plan assets.

## **SUPPLEMENTARY INFORMATION SECTION**

CENTER JOINT UNIFIED SCHOOL DISTRICT

ANTELOPE, CALIFORNIA

JUNE 30, 2013

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ORGANIZATION

The Center Joint Unified School District was established on July 1, 1858 and comprises an area located in Sacramento and Placer Counties. There were no changes in the boundaries of the District during the current year. The District currently operates four elementary schools, one middle school and one high school. The District also maintains a continuation high school and an adult education program. The District is the authorizing LEA for Antelope View Charter School and Global Youth Charter School.

GOVERNING BOARD

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Donald E. Wilson	President	2014
Jeremy Hunt	Clerk	2014
Nancy Anderson	Member	2016
Kelly Kelley	Member	2014
Delrae Pope	Member	2016

ADMINISTRATION

Scott Loehr  
Superintendent

Jeanne Bess  
Director of Fiscal Services



CENTER JOINT UNIFIED SCHOOL DISTRICT  
SCHEDULE OF AVERAGE DAILY ATTENDANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

	Second Period <u>Report</u>	Annual <u>Report</u>
<u>Elementary</u>		
Kindergarten	325	325
First through Third	963	966
Fourth through Sixth	950	951
Seventh and Eighth	632	631
Special Education	138	140
Extended Year	<u>1</u>	<u>0</u>
Total Elementary	<u>3,009</u>	<u>3,013</u>
<u>Secondary</u>		
Grades Nine through Twelve	1,193	1,185
Continuation Education	97	94
Home and Hospital	4	4
Special Education	87	89
Extended Year	<u>1</u>	<u>0</u>
Total Secondary	<u>1,382</u>	<u>1,372</u>
Totals	<u>4,391</u>	<u>4,385</u>
<u>Global Youth Charter School</u>		
<u>Elementary</u>		
Grade Four through Six	12	13
Classroom based ADA for Grade Four through Six	12	13
Grade Seven through Eight	33	33
Classroom based ADA for Grade Seven through Eight	33	33
<u>Secondary</u>		
Grade Nine through Twelve	73	72
Classroom based ADA Grade Nine through Twelve	<u>73</u>	<u>72</u>
Totals	<u>118</u>	<u>118</u>
<u>Antelope Charter School</u>		
<u>Secondary</u>		
Grade Nine through Twelve	49	49
Classroom based ADA Grade Nine through Twelve	<u>0</u>	<u>0</u>
Totals	<u>49</u>	<u>49</u>

Average daily attendance is a measurement of the numbers of pupils attending classes of the District and Charter Schools. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to the school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

SEE NOTES TO SUPPLEMENTARY INFORMATION

**CENTER JOINT UNIFIED SCHOOL DISTRICT**  
**SCHEDULE OF INSTRUCTIONAL TIME OFFERED**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Grade Level	1982-1983 Minutes Offered	1982-1983 Minutes as Reduced	1986-1987 Minutes Requirement	1986-1987 Minutes as Reduced	2012-2013 Actual Minutes	Number of Days Traditional Calendar	Status
Kindergarten	29,920	29,089	36,000	35,000	35,330	176	In Compliance
Grade 1	29,920	29,089	50,400	49,000	53,520	176	In Compliance
Grade 2	29,920	29,089	50,400	49,000	53,520	176	In Compliance
Grade 3	48,400	47,056	50,400	49,000	53,520	176	In Compliance
Grade 4	48,400	47,056	54,000	52,500	53,520	176	In Compliance
Grade 5	48,400	47,056	54,000	52,500	53,520	176	In Compliance
Grade 6	50,160	48,767	54,000	52,500	53,520	176	In Compliance
Grade 7	50,160	48,767	54,000	52,500	58,102	176	In Compliance
Grade 8	50,160	48,767	54,000	52,500	58,102	176	In Compliance
Grade 9	64,592	62,798	64,800	63,000	63,600	176	In Compliance
Grade 10	64,592	62,798	64,800	63,000	63,600	176	In Compliance
Grade 11	64,592	62,798	64,800	63,000	63,600	176	In Compliance
Grade 12	64,592	62,798	64,800	63,000	63,600	176	In Compliance

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instruction time offered by the District and whether the District complied with the provisions of *Education Code* Sections 46200 through 46206.

Districts must maintain their instructional minutes at either the 1982-1983 actual minutes or the 1986-1987 requirements, whichever is greater, as required by *Education Code* Section 46201.

Commencing with the 2009-2010 school year and continuing through the 2014-2015 school year, a school district or charter school may reduce up to five days of instruction or the equivalent instructional minutes without incurring penalties, as described in *Education Code* Section 46201.2

**Global Youth Charter School**

Grade Level	1986-1987 Minutes Requirement	1986-1987 Minutes Requirement As Reduced	2012-2013 Actual Minutes	Number of Days Traditional Calendar	Status
Grade 6	54,000	52,457	60,180	176	In Compliance
Grade 7	54,000	52,457	60,180	176	In Compliance
Grade 8	54,000	52,457	60,180	176	In Compliance
Grade 9	64,800	62,949	64,560	176	In Compliance
Grade 10	64,800	62,949	64,560	176	In Compliance
Grade 11	64,800	62,949	64,560	176	In Compliance
Grade 12	64,800	62,949	64,560	176	In Compliance

SEE NOTES TO SUPPLEMENTARY INFORMATION

**CENTER JOINT UNIFIED SCHOOL DISTRICT**

**SCHEDULE OF CHARTER SCHOOLS**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

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This schedule is provided to list all charter schools chartered by the District and displays information for each charter school on whether or not the charter school is included in the District audit.

The District operated two charter schools during 2012-2013, Antelope View Charter School and Global Youth Charter School. The financial activities of Antelope View Charter School and Global Youth Charter School are combined and presented in the General Fund of the financial statements.

**SEE NOTES TO SUPPLEMENTARY INFORMATION**

CENTER JOINT UNIFIED SCHOOL DISTRICT  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR FISCAL YEAR ENDED JUNE 30, 2013

<u>Program Name:</u>	<u>Federal Catalog Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Program Expenditures</u>
US Department of Agriculture:			
Passed Through California Department of Education (CDE):			
Child Nutrition: National School Lunch**	10.555	13523	\$ 1,085,587
Child Nutrition: Especially Needy Breakfast	10.553	13526	211,764
Child Nutrition: Meal Supplements	10.556	13528	1,867
Total US Department of Agriculture			1,299,218
US Department of Education:			
Passed Through CDE:			
NCLB: Title I, Part A, Basic Grants	84.010	14329	1,157,932
NCLB: Title II, Improving Teacher Quality*	84.367	14341	133,110
NCLB: Title III, Limited English Proficient Student Program	84.365	14346	63,203
NCLB: Title X McKinney-Vento Homeless Assistance	84.196	14332	49,499
Special Education:			
IDEA: Basic Local Assistance Entitlement, Part B Section 611*	84.027	13379	937,234
IDEA: Preschool Grants, Part B Section 619*	84.173	13430	22,242
IDEA: Preschool Local Entitlement, Part B Section 611*	84.027A	13682	44,400
IDEA: Mental Health Allocation, Part B Section 611*	84.027A	14468	48,668
Vocational Programs: Carl D. Perkins Career and Technical Education	84.048	14894	36,281
Passed Through California Department of Rehabilitation:			
Workability II, Transitions Partnership Program	84.158	10006	55,776
Total US Department of Education			2,548,345
US Department of Health and Human Services			
Passed Through California Department of Health Care Services:			
Medi-Cal Administrative Activities (MAA)	93.778	10013	105,777
Passed Through CDE:			
Child Development: Federal Child Care, Center Based	93.596	13609	277,379
Total US Department of Health and Human Services			383,156
Other			822
Total Federal Programs			\$ 4,231,541

\* Denotes a major program for 2012-2013

\*\*Does not include commodities received, the fair value of these commodities was \$126,820.

SEE NOTES TO SUPPLEMENTARY INFORMATION

CENTER JOINT UNIFIED SCHOOL DISTRICT  
RECONCILIATION OF UNAUDITED ACTUALS  
WITH AUDITED FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

	General Fund	Charter School Fund	Special Reserve Fund for Other Than Capital Outlay Projects
June 30, 2013, Annual Unaudited Actual Financial Report Fund Balance	\$ 4,168,818	\$ 380,436	\$ 2,351,797
Adjustments and Reclassifications Increasing (Decreasing) the Fund Balance:			
To conform with GAAP, activity reported separately by the District in certain Special Revenue Funds is reported in the General Fund in these financial statements.	2,732,233	(380,436)	(2,351,797)
Net Adjustments and Reclassifications	2,732,233	(380,436)	(2,351,797)
June 30, 2013, Audited Financial Statement Fund Balance	\$ 6,901,051	\$ 0	\$ 0

Auditor's Comments

The audited financial statements of all other funds were in agreement with the Unaudited Actual Financial Report for the year ended June 30, 2013.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

	Budget 2013-2014	2012-2013	2011-2012	2010-2011
<b>General Fund</b>				
Revenues and Other Financial Sources	\$ 34,975,846	\$ 34,947,824	\$ 36,087,405	\$ 37,900,331
Expenditures	35,867,138	34,802,617	35,372,670	37,980,901
Other Uses and Transfers Out	172,048	70,384	270,865	53,044
Total Outgo	36,039,186	34,873,001	35,643,535	38,033,945
Change in Fund Balance (Deficit)	(1,063,340)	74,823	443,870	(133,614)
Ending Fund Balance	\$ 5,208,327	\$ 6,901,051	\$ 6,826,228	\$ 6,382,358
Available Reserves	\$ 2,593,964	\$ 4,018,512	\$ 4,234,367	\$ 3,383,378
Reserve for Economic Uncertainties	\$ 1,033,376	\$ 1,013,450	\$ 1,007,350	\$ 1,090,000
Unassigned Fund Balance	\$ 1,560,588	\$ 3,005,062	\$ 3,227,017	\$ 2,293,378
Available Reserves as a Percentage of Total Outgo	7.2%	11.5%	11.9%	8.9%
Total Long-Term Debt	\$ 70,652,947	\$ 73,589,991	\$ 71,795,233	\$ 69,739,506
Average Daily Attendance at P-2	4,380	4,558	4,634	4,852

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Available reserves consist of all unassigned fund balances and all funds reserved for economic uncertainty contained with the General Fund.

The General Fund Balance has increased by \$385,079 over the past three years. For a District this size the State recommends available reserves of at least 3 percent of total general fund expenditures, transfers out and other uses (total outgo).

Average Daily Attendance (ADA) as shown above has decreased 294 during the past two years. The amounts reported above have been restated to include Charter School ADA.

The amounts reported as Budget 2013-2014 are presented for additional analysis and have not been audited.

SEE NOTES TO SUPPLEMENTARY INFORMATION

CENTER JOINT UNIFIED SCHOOL DISTRICT  
COMBINING BALANCE SHEET  
NON-MAJOR FUNDS  
JUNE 30, 2013

	Adult Education Fund	Child Development Fund	Cafeteria Fund	Deferred Maintenance Fund
<u>Assets</u>				
Cash	\$ 71,592	\$ 153,692	\$ 171,490	\$ 186,158
Investments				
Accounts Receivable	53	3,893	13,257	353
Due From Other Funds				
Stores Inventory			19,944	
Total Assets	<u>\$ 71,645</u>	<u>\$ 157,585</u>	<u>\$ 204,691</u>	<u>\$ 186,511</u>
<u>Liabilities and Fund Balances</u>				
Liabilities:				
Deficit Cash				
Accounts Payable	\$ 250	\$ 102,896	\$ 23,265	\$ 25,738
Deferred Revenue		27,934		
Due to Other Funds	290	26,755	70,399	
Total Liabilities	<u>540</u>	<u>157,585</u>	<u>93,664</u>	<u>25,738</u>
Fund Balances:				
Nonspendable			20,944	
Restricted			90,083	
Committed	71,105			160,773
Unassigned (Deficit) (Note 19)				
Total Fund Balances	<u>71,105</u>	<u>0</u>	<u>111,027</u>	<u>160,773</u>
Total Liabilities and Fund Balances	<u>\$ 71,645</u>	<u>\$ 157,585</u>	<u>\$ 204,691</u>	<u>\$ 186,511</u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

<u>Building Fund</u>	<u>Capital Facilities Fund</u>	<u>County School Facilities Fund</u>	<u>Total Non- Major Governmental Funds</u>
\$ 918,339		\$ 1,051,002	\$ 2,552,273
50			50
1,634		2,224	21,414
4,685			4,685
			19,944
<u>\$ 924,708</u>		<u>\$ 1,053,226</u>	<u>\$ 2,598,366</u>
\$ 143,292	\$ 1,327,416		\$ 1,327,416
	2,807		298,248
			27,934
			97,444
<u>143,292</u>	<u>1,330,223</u>		<u>1,751,042</u>
781,416		\$ 1,053,226	20,944
			1,924,725
			231,878
	(1,330,223)		(1,330,223)
<u>781,416</u>	<u>(1,330,223)</u>	<u>1,053,226</u>	<u>847,324</u>
<u>\$ 924,708</u>	<u>\$ 0</u>	<u>\$ 1,053,226</u>	<u>\$ 2,598,366</u>



CENTER JOINT UNIFIED SCHOOL DISTRICT  
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES  
NON-MAJOR FUNDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

	Adult Education Fund	Child Development Fund	Cafeteria Fund	Deferred Maintenance Fund
<b><u>Revenues</u></b>				
Federal Revenue		\$ 277,379	\$ 1,299,218	
Other State Revenue	\$ 17,906	282,178	107,083	\$ 96,480
Other Local Revenue	41,772	893	322,609	1,265
<b>Total Revenues</b>	<b>59,678</b>	<b>560,450</b>	<b>1,728,910</b>	<b>97,745</b>
<b><u>Expenditures</u></b>				
Certificated Salaries	72,189			
Classified Salaries	13,867		602,700	2,271
Employee Benefits	22,332		277,538	236
Books and Supplies	3,225		789,145	38,996
Services and Other				
Operating Expenditures	3,125	533,695	58,802	178,155
Capital Outlay				21,713
Debt Service:				
Interest and Fiscal Charges			214	
Other Outgo		26,755	70,315	
<b>Total Expenditures</b>	<b>114,738</b>	<b>560,450</b>	<b>1,798,714</b>	<b>241,371</b>
Excess of Revenues Over (Under) Expenditures	(55,060)	0	(69,804)	(143,626)
Other Financing Sources:				
Operating Transfers In	70,384			
Excess of Revenues and Other Sources Over (Under) Expenditures	15,324	0	(69,804)	(143,626)
Fund Balances - (Deficit) July 1, 2012	55,781	0	180,831	304,399
Fund Balances - (Deficit) June 30, 2013	<u>\$ 71,105</u>	<u>\$ 0</u>	<u>\$ 111,027</u>	<u>\$ 160,773</u>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

<u>Building Fund</u>	<u>Capital Facilities Fund</u>	<u>County School Facilities Fund</u>	<u>Total Non- Major Governmental Funds</u>
			\$ 1,576,597
\$ 4,629		\$ 6,132	503,647
4,629		6,132	377,300
			<u>2,457,544</u>
			72,189
			618,838
			300,106
			835,110
3,744			
4,045		700	778,522
245,105			266,818
	\$ 7,741		7,955
			97,070
252,894	7,741	700	<u>2,976,608</u>
(248,265)	(7,741)	5,432	(519,064)
			70,384
(248,265)	(7,741)	5,432	(448,680)
1,029,681	(1,322,482)	1,047,794	<u>1,296,004</u>
<u>\$ 781,416</u>	<u>\$ (1,330,223)</u>	<u>\$ 1,053,226</u>	<u>\$ 847,324</u>

CENTER JOINT UNIFIED SCHOOL DISTRICT  
COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
AGENCY FUNDS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

	Beginning Balance	Additions	Deductions	Ending Balance
<b>SPINELLI ELEMENTARY SCHOOL</b>				
<u>ASSETS</u>				
Cash	\$ 17,059	\$ 21,641	\$ 25,848	\$ 12,852
<u>LIABILITIES</u>				
Due to Student Groups	\$ 17,059	\$ 21,641	\$ 25,848	\$ 12,852
<b>OAK HILL ELEMENTARY SCHOOL</b>				
<u>ASSETS</u>				
Cash	\$ 26,027	\$ 51,449	\$ 50,766	\$ 26,710
<u>LIABILITIES</u>				
Due to Student Groups	\$ 26,027	\$ 51,449	\$ 50,766	\$ 26,710
<b>NORTH COUNTRY ELEMENTARY SCHOOL</b>				
<u>ASSETS</u>				
Cash	\$ 21,507	\$ 43,230	\$ 45,553	\$ 19,184
<u>LIABILITIES</u>				
Due to Student Groups	\$ 21,507	\$ 43,230	\$ 45,553	\$ 19,184
<b>DUDLEY ELEMENTARY SCHOOL</b>				
<u>ASSETS</u>				
Cash	\$ 8,974	\$ 22,919	\$ 27,713	\$ 4,180
<u>LIABILITIES</u>				
Due to Student Groups	\$ 8,974	\$ 22,919	\$ 27,713	\$ 4,180
<b>WILSON C. RILES MIDDLE SCHOOL</b>				
<u>ASSETS</u>				
Cash	\$ 20,252	\$ 65,885	\$ 71,192	\$ 14,945
<u>LIABILITIES</u>				
Due to Student Groups	\$ 20,252	\$ 65,885	\$ 71,192	\$ 14,945
<b>CENTER HIGH SCHOOL</b>				
<u>ASSETS</u>				
Cash	\$ 81,984	\$ 531,949	\$ 488,199	\$ 125,734
<u>LIABILITIES</u>				
Due to Student Groups	\$ 81,984	\$ 531,949	\$ 488,199	\$ 125,734
<b>MCCLELLAN HIGH SCHOOL</b>				
<u>ASSETS</u>				
Cash	\$ 937	\$ 3,165	\$ 2,778	\$ 1,324
<u>LIABILITIES</u>				
Due to Student Groups	\$ 937	\$ 3,165	\$ 2,778	\$ 1,324
<b>ANTELOPE VIEW CHARTER</b>				
<u>ASSETS</u>				
Cash	\$ 2,079	\$ 0	\$ 2,079	\$ 0
<u>LIABILITIES</u>				
Due to Student Groups	\$ 2,079	\$ 0	\$ 2,079	\$ 0
<b>TOTAL AGENCY FUNDS</b>				
<u>ASSETS</u>				
Cash	\$ 178,819	\$ 740,238	\$ 714,128	\$ 204,929
<u>LIABILITIES</u>				
Due to Student Groups	\$ 178,819	\$ 740,238	\$ 714,128	\$ 204,929

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE STATEMENTS

CENTER JOINT UNIFIED SCHOOL DISTRICT  
NOTES TO SUPPLEMENTARY INFORMATION  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**NOTE 1 - PURPOSE OF STATEMENTS AND SCHEDULES**

**A. Schedule of Average Daily Attendance**

Average daily attendance is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

**B. Schedule of Instructional Time**

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time and number of days offered by the District and whether the District complied with the provisions of Education Code Sections 46201 through 46206.

**C. Schedule of Charter Schools**

This schedule is provided to list all charter schools chartered by the District and displays information for each charter school as to whether or not the charter school is included in the District audit.

**D. Schedule of Expenditures of Federal Awards**

The accompanying schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with requirements of the United States Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

**E. Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements**

This schedule provides the information necessary to reconcile the fund balances of all funds and the total liabilities balance of the general long-term debt account group as reported on the Unaudited Actual Financial Report to the audited financial statements.

**F. Schedule of Financial Trends and Analysis**

This schedule is presented to improve the evaluation and reporting of the going concern status of the District.

**G. Combining Statements and Individual Fund Schedules**

Combining statements and individual fund schedules are presented for purposes of additional analysis, and are not a required part of the District's basic financial statements. These statements and schedules present more detailed information about the financial position and financial activities of the District's individual funds.

**OTHER INDEPENDENT AUDITOR'S REPORTS SECTION**

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GOODELL,  
PORTER,  
SANCHEZ &  
BRIGHT, LLP

C E R T I F I E D  
P U B L I C  
A C C O U N T A N T S

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SUZIE BRIGHT, CPA  
RICHARD E. GOODELL, CPA  
MICHELLE M. HANSON, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS

Board of Trustees  
Center Joint Unified School District  
Antelope, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Center Joint Unified School District, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise Center Joint Unified School District's basic financial statements and have issued our report thereon dated October 17, 2013.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Center Joint Unified School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Center Joint Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Center Joint Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies, may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2013-1 that we consider to be a significant deficiency.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Center Joint Unified School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Center Joint Unified School District's Responses to Findings**

Center Joint Unified School District's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Center Joint Unified School District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Goodell, Porter, Sanchez & Bright, LLP*

GOODELL, PORTER, SANCHEZ & BRIGHT, LLP  
Certified Public Accountants

October 17, 2013

GOODELL,  
PORTER,  
SANCHEZ &  
BRIGHT, LLP

C E R T I F I E D  
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND  
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

Board of Trustees  
Center Joint Unified School District  
Antelope, California

**Report on Compliance for Each Major Federal Program**

We have audited Center Joint Unified School District's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Center Joint Unified School District's major federal programs for the year ended June 30, 2013. Center Joint Unified School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of Center Joint Unified School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Center Joint Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Center Joint Unified School District's compliance.



### Opinion on Each Major Federal Program

In our opinion, Center Joint Unified School District, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

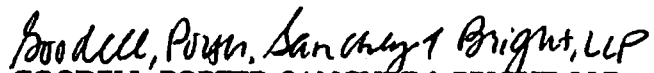
### Report on Internal Control Over Compliance

Management of Center Joint Unified School District, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Center Joint Unified School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Center Joint Unified School District's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in the internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

  
GOODELL, PORTER, SANCHEZ & BRIGHT, LLP  
Certified Public Accountants

October 17, 2013

GOODELL,  
PORTER,  
SANCHEZ &  
BRIGHT, LLP

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Board of Trustees  
Center Joint Unified School District  
Antelope, California

We have audited Center Joint Unified School District's compliance with the types of compliance requirements described in the *Standards and Procedures for Audits of California K-12 Local Education Agencies 2012-13* that could have a direct and material effect on each of Center Joint Unified School District's State government programs as noted below for the year ended June 30, 2013.

**Management's Responsibility**

Management is responsible for compliance with the requirements of State laws and regulations.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance with State laws and regulations of Center Joint Unified School District's State government programs based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Standards and Procedures for Audits of California K-12 Local Education Agencies 2012-13*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the applicable State laws and regulations listed below occurred. An audit includes examining, on a test basis, evidence about Center Joint Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. However, our audit does not provide a legal determination of Center Joint Unified School District's compliance with those requirements.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures in the Audit Guide</u>	<u>Procedures Performed</u>
Attendance reporting	6	Yes
Teacher certification and mis-assignments	3	Yes
Kindergarten Continuance	3	Yes

Board of Trustees  
Center Joint Unified School District  
Page Two

<u>Description</u>	<u>Procedures in the Audit Guide</u>	<u>Procedures Performed</u>
Independent study	23	No (see below)
Continuation education	10	Yes
Instructional Time:		
School Districts	6	Yes
County Offices of Education	3	Not Applicable
Instructional Materials:		
General Requirements	8	Yes
Ratios of Administrative Employees to Teachers	1	Yes
Classroom Teacher Salaries	1	Yes
Early Retirement Incentive Program	4	Not Applicable
GANN Limit calculation	1	Yes
School Accountability Report Card	3	Yes
Juvenile Court Schools	8	Not Applicable
Class Size Reduction (Including Charter Schools):		
General Requirements	7	Yes
Option One	3	Yes
Option Two	4	Not Applicable
Districts or Charter Schools with only one school serving K-3	4	Not Applicable
After School Education and Safety Program:		
General Requirements	4	Not Applicable
After School	5	Not Applicable
Before School	6	Not Applicable
Charter Schools:		
Contemporaneous Records of Attendance	1	Yes
Mode of Instruction, for charter schools	1	Yes
Non Classroom-Based Instruction/Independent Study	15	Yes
Determination of Funding for Non Classroom-Based Instruction	3	Yes
Annual Instructional Minutes - Classroom Based	4	Yes

Procedures were not performed for Independent Study attendance because the average daily attendance generated by the program was below the level required for testing.

#### Opinion on Each State Government Program

In our opinion, Center Joint Unified School District, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its State government programs for the year ended June 30, 2013.

#### Purpose of this Report

The purpose of this report on compliance is solely to describe the scope of our testing of compliance and the results of that testing based on the requirements of the *Standards and Procedures for Audits of California K-12 Local Education Agencies 2012-13* published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.

*Goodell, Porter, Sanchez & Bright, LLP*  
GOODSELL, PORTER, SANCHEZ & BRIGHT, LLP  
Certified Public Accountants

October 17, 2013

## FINDINGS AND QUESTIONED COSTS SECTION

CENTER JOINT UNIFIED SCHOOL DISTRICT  
SUMMARY OF FINDINGS AND QUESTIONED COSTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**Section I - Summary of Auditor's Results**

*Financial Statements*

Type of auditor's report issued: Unqualified

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified that are not considered to be material weakness? ☒ Yes ☐ None reported

Noncompliance material to financial statements noted? ☐ Yes ☒ No

*Federal Awards*

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified that are not considered to be material weakness? ☐ Yes ☒ None reported

Type of auditor's report issued on compliance for major programs: Unqualified

Any audit findings disclosed that are required to be reported in accordance with Section 510 (a) of OMB Circular A-133 ☐ Yes ☒ No

Identification of major programs

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
84.027, 84.027A, 84.173 84.367	Special Education Cluster NCLB: Title II, Part A, Improving Teacher Quality Local Grants

Dollar threshold used to distinguish between Type A and Type B programs: \$ 300,000

Auditee qualified as low-risk auditee? ☒ Yes ☐ No

*State Awards*

Internal control over state programs:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified that are not considered to be material weakness? ☐ Yes ☒ None reported

Type of auditor's report issued on compliance for state programs: Unqualified

CENTER JOINT UNIFIED SCHOOL DISTRICT  
SUMMARY OF FINDINGS AND QUESTIONED COSTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**Section II - Financial Statements Findings**

**2013 - 1 - ASSOCIATED STUDENT BODY ACCOUNT - CENTER HIGH SCHOOL - 30000**

**Criteria:** Sound accounting practices require the implementation of policies and procedures, (internal controls) to not only protect assets but also individuals handling the assets. Internal controls include segregating duties so one person is not handling a transaction from beginning to end, system of checks and balances, asset security, timely reconciliations and maintaining adequate and accurate records. *California Education Code* Section 48937 states that "...the governing board shall provide for the supervision of all funds raised by any student body or student organization using the name of the school." By assuming the authority given by the Education Code, it is up to the Board to establish the parameters for the operation of the student body organization and the District's administration is then responsible for establishing and monitoring the procedures to carry out the policies and regulations adopted by the Board.

**Statement of Condition:** During our testing of internal controls over the Associated Student Body account at Center High School, we observed:

1. Deposits were made to the bank more than ten days after the date the deposit was reconciled and deposit slips were made out in the Blue Bear accounting software.
2. There was a Sam's Club credit card for which statements remained unopened and reconciliations had not been completed.
3. We reviewed sixty-nine (69) disbursements and found:
  - a. There were no receipts or other proof of expenditure for eleven (11) transactions.
  - b. There were no purchase orders or appropriate signatures authorizing payment for seven (7) transactions.
  - c. Where there were purchase orders on file, there were four (4) transactions where the purchase was made prior to the date of the purchase order authorizing the purchase.
4. Purchases of fitness/weight equipment were made from the physical education clothes account.

**Cause:** The cause of the above conditions is a general disregard of basic controls pertaining to the timely deposit of cash and reconciliations of accounts, record retention and approval of payments made with student body funds.

**Effect or Potential Effect:** Deficiencies in internal control limit management's control over assets and facilitates an environment where misappropriation of assets may go undetected. As the Trustee of these funds, the District may be held responsible for any losses that may occur.

**Recommendation:** We recommend the District review, revise and document existing policies and procedures. These procedures should be communicated to any individual who is involved in the accounting for Associated Student Body accounts and periodic monitoring should be performed throughout the year in addition to the annual independent audit.

CENTER JOINT UNIFIED SCHOOL DISTRICT  
SUMMARY OF FINDINGS AND QUESTIONED COSTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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**Section II - Financial Statements Findings (Concluded)**

**2013 - 1 - ASSOCIATED STUDENT BODY ACCOUNT - CENTER HIGH SCHOOL - 30000  
(CONCLUDED)**

**District Response:** The District appreciates the auditor's confirmation of shortfalls in the Center High School Associated Student Body Account. During the audit year, many controls were implemented to secure timely operations and accountability of ASB funds. For example, deposits are double counted, reconciled and forwarded daily. The Sam's Club account has been closed and paid in full. Multiple inactive clubs have been closed. No request for purchases is accepted without sufficient funds and complete approvals prior to placing the order. The District office is also making unannounced audits on a regular basis. In summary, the operation, controls, and oversight have been improved greatly.

**Section III - Federal Award Findings and Questioned Costs**

No matters are reported.

**Section IV - State Award Findings and Questioned Costs**

No matters are reported.

**CENTER JOINT UNIFIED SCHOOL DISTRICT**  
**STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

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**There were no findings or recommendations considered reportable conditions determined as a result of our audit of Center Joint Unified School District for the year ended June 30, 2012.**



# *Center Joint Unified School District*

**AGENDA REQUEST FOR:**

Dept./Site: Business Department

Date: 11/20/13

Action Item   X  

To: Board of Trustees

Information Item           

From: Jeanne Bess   
Director of Fiscal Services

# Attached Page   

**SUBJECT:** Resolution # 7/2013-14:  
Tax & Revenue Anticipation Notes (TRANS)  
Request for Issuance  
For Fiscal Year 2013/14

TRANS are short-term debt instruments issued by school districts to create an additional cash reserve to the general fund. For our District, this reserve will act as a cushion to the general fund as a result of temporary cash flow shortfalls. These shortfalls result when the timing of revenues from the State are slower than the expenditure of general fund moneys.

Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.

By adoption of the attached resolution, the Board delegates to the administration the right to decide on participation. The District is not obligated to participate until it acknowledges issuance prior to the sale of notes.

Recommendation: To adopt the resolution. This will allow administration to proceed to the next step in the process and take part in this program.

# CALIFORNIA SCHOOL CASH RESERVE PROGRAM

## Sponsored by CSBA Finance Corporation

### Board Agenda Item Description

By passing the resolution before the Board, our District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. In 2012-2013, over 200 school districts, community college districts, and county offices of education were involved in the issuance of more than \$1.5 billion of notes issued through the Program. This participation represents a significant majority of schools that issue TRANs. The 2013-2014 Program will be the 26th year of the Program.

Through participation in the Cash Reserve Program, our District will be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. An overview of this cash management concept and the Program is provided below:

***Tax and Revenue Anticipation Notes (TRANs):*** TRANs are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund moneys (generally paid out in a more level fashion).

***TRANs Economics:*** Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.

***Cash Reserve Program Background:*** The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers, issuing more than \$1.5 billion for the 2012-2013 fiscal year. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

- ♦ Participants benefit from a cost-effective and administratively simple method to issue their TRANs
- ♦ Documentation is streamlined for governing board approval
- ♦ Participants benefit from year-round administrative assistance

**Board Agenda Item Description**  
**Page Two**

**Cash Reserve Program Process:**

The Cash Reserve Program involves the following key steps in order to participate:

1. **Adoption of Resolution:** Adoption of the resolution does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
2. **Cash Flow and Credit Background Process:** Participants submit a completed credit questionnaire and financial information (including audits, budget, and second period interim cash flow report) that is used to develop an initial pro-forma cash flow statement for 2013-2014. Participants review, revise, and approve their cash flow statement in consultation with Dale Scott & Company, the Program's Financial Advisor. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
3. **Pricing:** The pricing of the issue is anticipated to occur in early February. At that time the interest rate on the notes will be locked-in. Our District is not obligated to participate until it acknowledges issuance prior to the sale of notes.
4. **Closing:** Closing of the issue will occur in late February. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

We recommend that the Board adopt the resolution. This will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

**THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.**

**DISTRICT RESOLUTION 7/2013-14**

**NAME OF DISTRICT: CENTER JOINT UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF SACRAMENTO**

**MAXIMUM AMOUNT OF BORROWING: \$5,000,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2013-2014 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2013-2014 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

**WHEREAS**, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2014 ("Fiscal Year 2013-2014") by the issuance of its 2013-2014 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

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\* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

Year 2013-2014 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; and

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

**WHEREAS**, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2013-2014 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue

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<sup>\*\*</sup> Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2013-2014 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2013-2014 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

**WHEREAS**, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

**WHEREAS**, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

**WHEREAS**, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

**WHEREAS**, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

**WHEREAS**, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such

Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

**WHEREAS**, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

**WHEREAS**, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Note Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

**WHEREAS**, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of

Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

**WHEREAS**, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District’s Series of Notes is assigned; and

**WHEREAS**, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

**WHEREAS**, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and



**WHEREAS**, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

Section 1.     Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2.     Issuance of Notes.

(A)     Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2013-2014 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2013-2014 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

(1)     the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2)     one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the

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\* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

\*\* A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2013-2014 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2013-2014 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

**Section 3. Form of Notes.** Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

**Section 4. Sale of Notes; Delegation.** Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the

District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) two thousand five hundred dollars (\$2,500). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2013 (or the date of adoption of this Resolution if after May 1, 2013) through June 15, 2014 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

**Section 5. Program Approval.** The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) **Certificate Structure.** If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.



(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

**Section 6. No Joint Obligation.**

(A) **Certificate Structure.** If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) **Bond Pool Structure.** If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

**Section 7. Disposition of Proceeds of Notes.** The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as

applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2013 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2013, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2014 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2014, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2014, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Tax-Exempt Series of Pool Bonds) is not Tax-Exempt.

#### **Section 8. Source of Payment.**

(A) **Pledge.** The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and

other moneys provided for Fiscal Year 2013-2014 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit

in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and

delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of



Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment

agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

**Section 9. Execution of Note.** Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of

authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

**Section 10. Note Registration and Transfer.** (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2013-2014 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District

and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2013-2014 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2013-2014, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2006-2008 through Fiscal Year 2011-2012, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2012-2013 and 2013-2014, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to

time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2013 (the "Fiscal Year 2012-2013") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2012-2013 or Fiscal Year 2013-2014 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2013-2014.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

**Section 13. Tax Covenants.** (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2013-2014 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2013-2014 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.



(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

**Section 14. Events of Default and Remedies.**

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any

owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 15. Trustee.** The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

**Section 16. Sale of Notes.** If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

**Section 17. Subordination.** (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth,

to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

**Section 18. Continuing Disclosure Undertaking.** The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the

assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the

Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity,

nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

**Section 19. Approval of Actions.** The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance



commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

**Section 20. Proceedings Constitute Contract.** The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

**Section 21. Limited Liability.** Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

**Section 22. Severability.** In the event any provision of this Resolution 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 23. Submittal of Resolution to County.** The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

**EXHIBIT A**  
**FORM OF NOTE**

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/ \_\_\_\_\_ BOARD OF EDUCATION  
COUNTY OF \_\_\_\_\_, CALIFORNIA  
2013-2014 [SUBORDINATE] \* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		____, 20__		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this

\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\* Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]<sup>\*</sup>

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]<sup>\*\*</sup>

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2013-2014 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the

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<sup>\*</sup> This paragraph is applicable only if the Note is issued by the District.

<sup>\*\*</sup> This paragraph is applicable only if the Note is issued by the County.

deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]\* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]\* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]\*

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\* Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]\*\*

[COUNTY OF \_\_\_\_\_]  
[DISTRICT/ \_\_\_\_\_]  
BOARD OF EDUCATION]\*\*

By \_\_\_\_\_  
Title:

[(SEAL)]

Countersigned

By \_\_\_\_\_  
Title:

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\*\* This paragraph is applicable only if the Note is issued by the District.

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

**This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:**

**U.S. BANK NATIONAL ASSOCIATION,  
as Trustee**

**BY \_\_\_\_\_  
AUTHORIZED OFFICER**

### ASSIGNMENT

For Value Received, the undersigned, \_\_\_\_\_, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: \_\_\_\_\_  
The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: \_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution.